

**THE ERWIN BOARD OF COMMISSIONERS
OCTOBER 2023 REGULAR WORKSHOP
MONDAY, OCTOBER 23, 2023 @ 6:00 P.M.
ERWIN MUNICIPAL BUILDING BOARDROOM**

AGENDA

- 1. MEETING CALLED TO ORDER**
 - A. Invocation
 - B. Pledge of Allegiance

- 2. AGENDA ADJUSTMENTS /APPROVAL OF AGENDA**

- 3. CLOSED SESSION**
 - A. Pursuant to General Statute 143-318.11(a) (3) for the Purpose of Preserving the Attorney-Client Privilege

- 4. NEW BUSINESS**
 - A. 100 Block N 9th Street Stormwater (**Page 2**)
 - B. West K Street (**Page 7**)
 - C. Public Works Equipment (**Page 8**)
 - D. Erwin Police Cadet Program (**Page 43**)
 - E. Shop with a First Responder (**Page 50**)
 - F. Updated Resolution for NC ABC Commission (**Page 51**)
 - G. BOA 2024-03 (**Page 53**)
 - H. Pump Station Road Final Plat (**Page 54**)
 - I. LED Signs Text Amendment (**Page 61**)
 - J. Subdivision Text Amendment (**Page 63**)
 - K. Retail Strategies
 - L. FAMPO
 - M. Repairs for Public Works Leaf Truck

- 5. MANAGER'S REPORT**

- 6. GOVERNING COMMENTS**

- 7. ADJOURNMENT**

ERWIN BOARD OF COMMISSIONERS
REGULAR WORKSHOP MINUTES
OCTOBER 23, 2023
ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding held its Regular Workshop in the Erwin Municipal Building Board Room on Monday, October 23, 2023, at 6:00 P.M. in Erwin, North Carolina.

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

Town Manager Snow Bowden, Town Clerk Lauren Evans, Town Attorney Tim Morris, Town Engineer Bill Dreitzler, Police Chief Jonathan Johnson, and Town Planner Dylan Eure were present.

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

Commissioner McKoy gave the invocation.

Commissioner Blackmon led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

Town Manager Snow Bowden requested to add three items under New Business: Retail Strategies as Item K, FAMPO as Item L, and Repairs to Public Works Leaf Truck as Item M.

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

CLOSED SESSION

Commissioner Blackmon made a motion to go into Closed Session in Pursuant to General Statute 143-318.11(a) (3) for the Purpose of Preserving the Attorney-Client Privilege at 6:02 PM. and was seconded by Commissioner Turnage. **The Board voted unanimously.**

Commissioner Nelson arrived at 6:02 PM.

RECONVENED

Commissioner Byrd made a motion to go back to regular session at 6:28 PM. and was seconded by Commissioner Nelson. **The Board voted unanimously.**

MINUTES CONTINUED FROM OCTOBER 23, 2023**NEW BUSINESS****100 Block N 9th Street Stormwater**

Town Engineer Bill Dreitzler stated he wanted to tell the Board where he was and what he thought the Town needed to do. He met with a contractor from Temple Grading, they shot some grades and got a closer look at the yard on 9th Street. Included in the agenda was the cost for one quote but he was working on getting another quote. The grade on the ditch line was less than half a percent. His main concern was the underground storm pipe that ran from 9th Street, behind the houses, to I Street being a contributing factor to the problem. The issue had been getting a TV contractor to return a call much less schedule work because they were all so busy. There were several places he would like to run a camera through to see what the drainage problems were but we could not get them onsite. He was working on getting a price and schedule from Pipe View on when they could come in and do some TV work. He stated once he received the price and schedule he would provide it to Town Manager Snow Bowden.

Mayor Baker stated we recently hired Johnson Brothers to fix the neighboring yard and asked if this was tied into that same pipe.

Town Engineer Bill Dreitzler stated that was correct. We only replaced two sections of pipe, so it was what ran up to that point and beyond that point. The pipe was about 500 feet, maybe 400 feet from 9th Street to I Street. He wanted to TV that whole section of pipe to ensure it was not a contributing factor. What might be found was that there may be another location with a collapsed pipe and need to do another point repair or we may look at the video and determine that the whole pipe needed to be replaced.

Mayor Baker stated the pipes were all put in at the same time, we fixed up to the neighboring property line and did not go any further, logic was going to come into play at some point in time. He inquired whether we had the needed easements in place to perform those needed repairs.

Town Engineer Bill Dreitzler stated what he was doing currently could be completed in the right of way of 9th Street but if we looked at repairing the pipe, we would need access to the properties.

Commissioner Blackmon asked if Town Engineer Bill Dreitzler was looking to abandon the pipe.

Town Engineer Bill Dreitzler stated that he wanted to determine if there were any failures in that pipe between 9th Street and I Street that were contributing factors blocking stormwater.

Commissioner Blackmon stated this was discussed a year and a half ago and should have been completed then. He stated the fact that it was not completed upset him because we met with the property owners and told them we would TV that line a year and a half ago.

Town Engineer Bill Dreitzler stated we had an avenue because of the connection with the contractor to actually get a TV crew. These companies are so busy, they did not want to take on small TV work. He had left 10-12 phone messages in the past few months and never received calls back. He was uncomfortable asking the Board to spend money without knowing the correct

MINUTES CONTINUED FROM OCTOBER 23, 2023

solution. He stated he would have an update for the Board at our next Workshop and he would get a quote to Town Manager Snow Bowden.

West K Street

Town Engineer Bill Dreitzler stated he had a quick update for the Board. The initial survey work was completed. They called utility locate and those had been marked. The surveyors were coming back out to locate utilities. Our consultant, having a couple of times in the field and walking the drainage system, felt like he needed more topographic information downstream so when the survey came back for the utility locate, they will also do more topo work. Once the needed information is complete, we were looking in the 45-day range to submit the plans. By Christmas at the latest, we should be permitting. The only permit we may need was for erosion control if we were to disturb more than an acre. If we don't disturb more than an acre, then we would be good to go. As part of their field evaluations, there was a sinkhole on West J Street with the culvert crossing there. They marked on a map where the sinkhole was and sent it to Keith Anderson with DOT.

Public Works Equipment

Town Manager Snow Bowden informed the Board that at the request of Commissioner Byrd and Commissioner Nelson, he placed this on the agenda. We were looking at two different pieces of equipment for Public Works to better maintain the right of way. They were still waiting on the demo from Motormax. He thought the trackless MT7 would be an asset to the Public Works Department and would help them do their job better. He provided the Board with quotes for both equipment and stated either could be purchased with ARPA funds.

Mayor Baker stated we could not expect Staff to do their job if the Board did not provide them with the equipment they needed.

Discussion continued among the Board.

The consensus of the Board was to allow Public Works Director Mark Byrd to test drive both brands of equipment and to instruct Town Manager Snow Bowden to come back to the Board with numbers and a Budget Amendment if needed.

Erwin Police Cadet Program

Police Chief Jonathan Johnson stated he and Town Manager Snow Bowden had been discussing the Cadet Program for a couple of years due to the state of recruitment and retainment. We had two vacant officer positions, one employee was in K-9 school and another was out with a medical issue making the Erwin Police Department technically four officers short at the time of this workshop. He called around to other agencies that do the Cadet Program. He explained to the Board that the Cadet Program was a program where the municipality would hire a potential new officer to attend BLET which lasted 16 weeks. Many agencies are paying a full-time salary

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 23, 2023

Subject: 100 Block N 9th Street Stormwater

We have a stormwater issue in the town-maintained right-of-way off of North 9th Street that needs to be addressed, and fixed. At the moment, we have one quote. We should have another quote by the time of this meeting.



TOWN OF ERWIN

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

REQUEST FOR BIDS

N 9th Street Drainage Improvements (100 Block)

August 21, 2023

The Town of Erwin is requesting Informal Bids from qualified contracting firms for drainage improvements along the 100 block of N 9th Street. Specifically, from the driveway culvert (southern-most drive accessing garage) for 501 East I Street to an existing yard inlet located on the southern side of 101 N 9th Street. The existing drainage pattern along N 9th runs to the north towards East I Street. This project will re-direct drainage along the frontage of 101 and 103 N 9th to the south and into the existing yard inlet. The revision will essentially create a high point at the 501 East I driveway that accesses the garage. Note the following pictures of the project area:



Project area showing ditch line to be re-graded and the location of the existing yard inlet.



Aerial view of the project area.



Existing yard inlet to be modified to receive the re-graded ditch line.

Scope of Work:

- Mobilization
- Traffic control
- Re-grade ditch line from culvert (garage) at 501 East I Street to existing yard inlet at 101 North 9th Street. Minimum 1% grade flowing to yard inlet.
- Lower the 2 existing driveway culverts located at 103 North 9th Street as required to match the new ditch line grades.
- Lower the existing yard inlet as required to receive the re-graded ditch flow. If lowering the yard inlet creates an unsafe condition between the inlet and the

driveway to 101 North 9th Street, a resolution will be discussed with the Town. If required, work associated with the grade between the yard inlet and the driveway will be considered additional services.

- Repair the driveways impacted by lowering of culverts to existing conditions.
- Seed and mulch the re-graded ditch line.

LUMP SUM FEE:

Contractor's Name: _____
License Number: _____
Address: _____
Phone Number: _____
Email: _____

Contractors Signature, Title and Date

END DOCUMENT

Owner:	Town of Erwin
Address:	Erwin, NC
Job Name:	North 9th Street Drainage Improvements (100 Block)
Plans Date:	Per request for bid dated August 21, 2023
Revision:	
Date:	9/26/23
Attention:	Bill Dreitzler
Phone:	919-818-2235

PROPOSAL

Proposal pricing to include all labor, equipment, material, and supervision to complete the following

- Mobilization
- Traffic Control
- Re-grade ditch line from culvert (garage) at 501 East I Street to existing yard inlet at 101 North 9th Street. Minimum 1% grade flowing to yard inlet.
- Lower the 2 existing driveway culverts located at 103 North 9th Street as required to match the new ditch line grades.
- Lower the existing yard inlet as required to receive the re-graded ditch flow. If lowering the yard inlet creates an unsafe condition between the inlet and the driveway to 101 North 9th Street, a resolution will be discussed with the Town. If required, work associated with the grade between the yard inlet and the driveway will be considered additional services.
- Repair the driveways impacted by lowering culverts to existing conditions.
- Seed and mulch the regraded ditchline.

Total **\$19,240**

Exclusions/Clarifications

- Design/Engineering
- Testing
- Culvert pipes and yard inlets are assumed to be in good shape and replacement is not included.
- Permits
- Soil removal/disposal offsite and replace with off-site soil to be performed @ \$22/CY
- Soil removal/disposal offsite and replace with on-site soil to be performed @ \$16/CY
- Rock Excavation in open mass to be performed @ \$60/CY
- Rock Excavation in trenches to be performed @ \$85/CY
- Undercut and backfill unsuitable soils with ABC to be performed @ \$34/CY
- Stone for stabilization \$40/Ton
- Process fill if needed @ \$15/CY
- Bonds-Fees-Meters
- Relocation of existing utilities
- All work to be performed during normal business hours
- Any and all items not stated above

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 23, 2023

Subject: West K Street

Our Town Engineer Bill Dreitzler will speak briefly with an update on the West K Street project.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 23, 2023

Subject: Erwin Public Works Equipment

The Erwin Public Works Department is tasked with the responsibility of trimming branches that are in the right-of-way on all of our Town-maintained roads. They recently had to borrow a piece of equipment that allowed them to clean up vegetation that was overgrown in the public right-of-way on a road that has been mostly undeveloped for a number of years. Town Staff would like to request funds to purchase a piece of equipment that will allow us to do a better job of maintaining the shoulders of our existing Town-maintained roads. We could also use this piece of equipment on the Dunn-Erwin Rail Trail, Al Woodall Park, and Porter Park. We are currently looking at two different options. We had a demo of one piece of equipment (Trackless MT7) on Wednesday, October 18th. We have a demo of the mowermax the week of this workshop meeting.

- Trackless MT7- \$156,012
 - 74' front flail mower: \$11,400
 - Total: \$167,412
- Mowermax- \$265,591.00

Both quotes would be considered a state contract price. Both pieces of equipment have attachments that we could get down the road that would be beneficial. After seeing the Trackless MT7 in person we could potentially use this with the proper attachment to mow grass in the ROW. We believe that this would be a more efficient way to mow grass in the ROW compared to our current option. I would assume that the mowermax would be the same but we will know once we test-drive it.

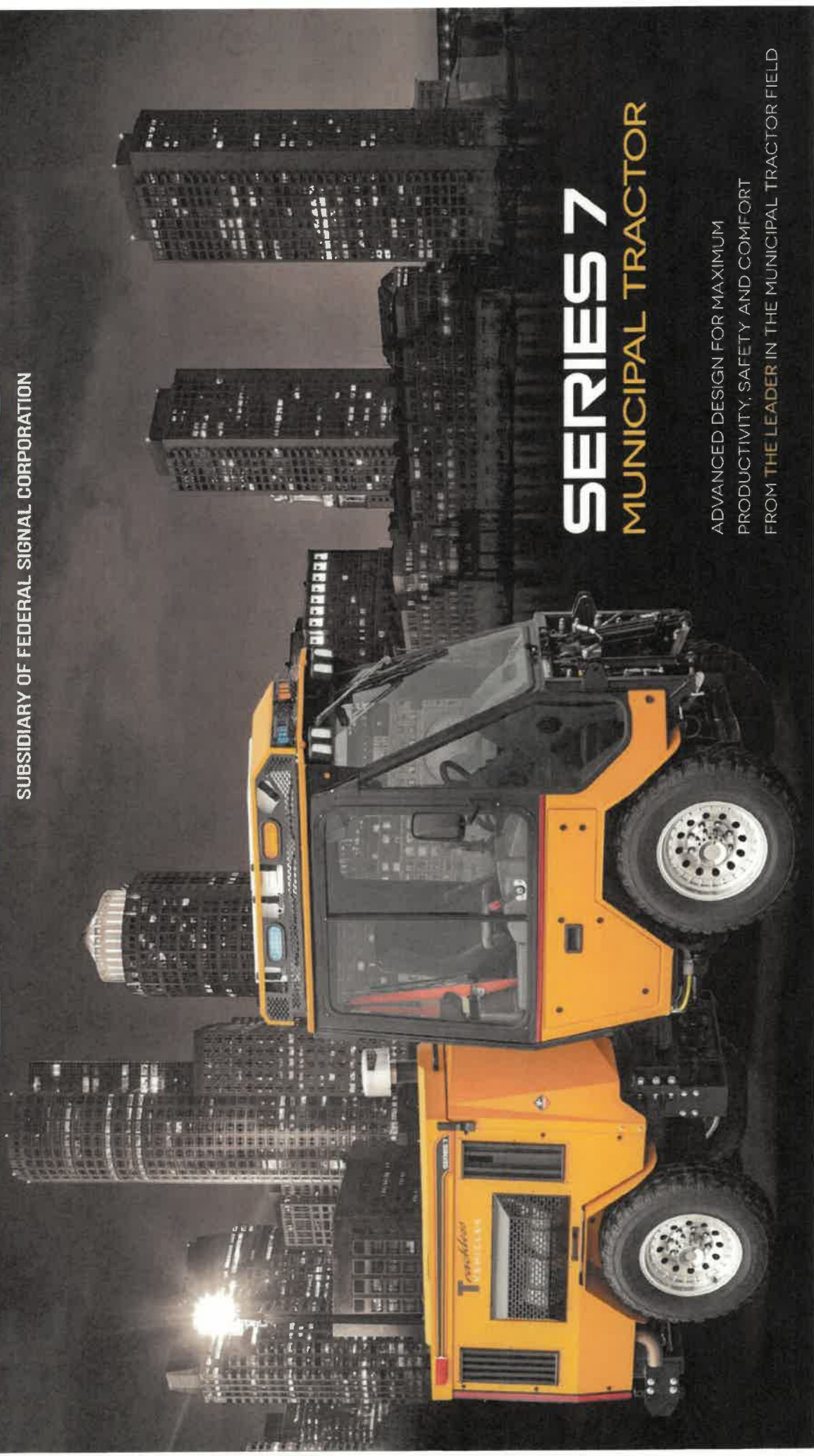
At the moment, we are pretty happy with the Trackless MT7. We want to see the mowermax in person to see if it is worth the cost. If we want to move forward with a purchase, we would need to approve a budget amendment. We could use funds from the general fund.

Attachments:

- MT7 quote
- Mowermax quote

T *trac*less VEHICLES

SUBSIDIARY OF FEDERAL SIGNAL CORPORATION



SERIES 7 MUNICIPAL TRACTOR

ADVANCED DESIGN FOR MAXIMUM
PRODUCTIVITY, SAFETY AND COMFORT
FROM THE LEADER IN THE MUNICIPAL TRACTOR FIELD

DIGITAL DASH

The digital dash displays all relevant machine information, including fuel, engine, and hydraulic system status, and is available in either portrait or landscape mode.

The digital dash features a variety of settings, including a hydraulic oil level sensor, which is built into the hydraulic oil tank. The hydraulic oil level sensor is a low-profile, low-hydraulic oil level sensor that is built into the hydraulic oil tank. The sensor is a low-profile, low-hydraulic oil level sensor that is built into the hydraulic oil tank.



BACKUP CAMERA

The back-up camera is mounted on the 12" digital dash and is available in either



RIGHT SIDE SWITCH PANEL
The right side switch panel is located to the right of the joystick. Factor functions such as a rear view camera, PTO, and more can be controlled with one hand, leaving the other hand free to operate the joystick.

DESIGNED FOR MAXIMUM PRODUCTIVITY

JOYSTICK

A state-of-the-art joystick controls important functions. The joystick is easy to use and extremely sensitive. Select from the list of optional add-ons A, B or C. Position the joystick switch accordingly, and the joystick automatically recognizes that the machine is in the correct gear. Standard joystick operation is the joystick in "gear" position. With the joystick in "gear" position, the machine will reverse, causing the machine to move forward.

TWIN AUGER SNOWBLOWER

The Twin Auger Snowblower is a highly efficient, low-profile snowblower.

It is available in three widths, 53", 60" and 65". All widths will accept either a sub-compact or a truck mounting choice. And many snowplow blades both straight and curved are available. The straight blade can be used to clear snow, while the curved blade can be used to remove snow from trees, streets or cul-de-sacs. In both cases, the maneuverability and payload of the M7 and Snowblower are key to clearing traffic congestion from larger municipalities.

Control the entire structure in less than 30 seconds. 360° steering, available with angle blade mounting and 11 levels of snow depth, accurate blade rotation, high quality heavy-duty parts, low maintenance, easy-to-use, low price and heavy-duty, weather-resistant can easily handle the most challenging snow conditions.

Average loading time for the M7 Twin Snowblower is 3000 cubic yards per minute.

WINTER ATTACHMENTS SNOWBLOWERS



Efficient and accurate steering of the Snowblower is provided using dual steering mechanisms as due to the articulated steering of the M7. The ability to raise the snowblower sideways by simply turning the steering wheel allows the operator to approach any obstruction safely.

The Twin Auger Snowblowers are manufactured by Truckless Vehicles to ensure both the quality, service and parts availability you expect from the M7.



RIBBON SNOWBLOWER

The ribbon snowblower is the next generation of snowblower technology from Truckless Vehicles. Designed for higher output, this ribbonblower outperforms all others in heavy snow conditions. In addition, it is highly adaptable to winter utility and street work.

The ribbon snowblower can accept either a sub-compact or a truck mounting choice. The ribbonblower is fabricated in China. Depending on the job, all four snowblowers can be used through the snow. The ribbonblower is the most important of all to load up for the street into an excellent track.

Available widths: 53", 60", and 75". Contact Truckless for M7 details.



TELESCOPIC CHUTE

The telescopic chute provides the best of both worlds, allowing the operator to choose between either side of the truck's V.

The telescopic chute has a 10' x 10' chute, 10' x 12' chute, 10' x 14' chute, 10' x 16' chute, 10' x 18' chute, 10' x 20' chute, 10' x 22' chute, 10' x 24' chute, 10' x 26' chute, 10' x 28' chute, 10' x 30' chute, 10' x 32' chute, 10' x 34' chute, 10' x 36' chute, 10' x 38' chute, 10' x 40' chute, 10' x 42' chute, 10' x 44' chute, 10' x 46' chute, 10' x 48' chute, 10' x 50' chute, 10' x 52' chute, 10' x 54' chute, 10' x 56' chute, 10' x 58' chute, 10' x 60' chute, 10' x 62' chute, 10' x 64' chute, 10' x 66' chute, 10' x 68' chute, 10' x 70' chute, 10' x 72' chute, 10' x 74' chute, 10' x 76' chute, 10' x 78' chute, 10' x 80' chute, 10' x 82' chute, 10' x 84' chute, 10' x 86' chute, 10' x 88' chute, 10' x 90' chute, 10' x 92' chute, 10' x 94' chute, 10' x 96' chute, 10' x 98' chute, 10' x 100' chute.



S-POSITION FOLDING V-FLOW

The S-Position Folding V-Flow allows you to build the jobs into your clearest maintenance program. This intelligent offers the ability to change between the standard V-Flow and the S-Position Folding V-Flow for new configurations on the job.

The S-Position Folding V-Flow is controlled by a standard hydraulic control system. To change your blade configuration on the S-Position Folding V-Flow, simply use the hydraulic control system. The S-Position Folding V-Flow can be mounted in any position.



PILOW TRIPPING

The P-Position Folding V-Flow allows you to build the jobs into your clearest maintenance program. This intelligent offers the ability to change between the standard V-Flow and the P-Position Folding V-Flow for new configurations on the job.

ANGLE SNOWFLOW

The Angle Snowflow is the most advanced snow removal attachment for skid steer loaders. It features a 30° angle blade and a 10° angle blade. The Angle Snowflow offers the ability to change between the standard V-Flow and the Angle Snowflow for new configurations on the job.

The Angle Snowflow is controlled by a standard hydraulic control system. To change your blade configuration on the Angle Snowflow, simply use the hydraulic control system. The Angle Snowflow can be mounted in any position.



FIXED WING V-FLOW

The Fixed Wing V-Flow is designed for high-speed plowing. The Fixed Wing V-Flow offers the ability to change between the standard V-Flow and the Fixed Wing V-Flow for new configurations on the job.

The Fixed Wing V-Flow is controlled by a standard hydraulic control system. To change your blade configuration on the Fixed Wing V-Flow, simply use the hydraulic control system. The Fixed Wing V-Flow can be mounted in any position.



DOUBLE TRIP-FLOW

The Double Trip-Flow is the most advanced snow removal attachment for skid steer loaders. It features a 30° angle blade and a 10° angle blade. The Double Trip-Flow offers the ability to change between the standard V-Flow and the Double Trip-Flow for new configurations on the job.

The Double Trip-Flow is controlled by a standard hydraulic control system. To change your blade configuration on the Double Trip-Flow, simply use the hydraulic control system. The Double Trip-Flow can be mounted in any position.



FRONT MOUNT SPREADER AND FLOW

The Front Mount Spreader and Flow is designed for high-speed spreading. The Front Mount Spreader and Flow offers the ability to change between the standard V-Flow and the Front Mount Spreader and Flow for new configurations on the job.

The Front Mount Spreader and Flow is controlled by a standard hydraulic control system. To change your blade configuration on the Front Mount Spreader and Flow, simply use the hydraulic control system. The Front Mount Spreader and Flow can be mounted in any position.



150-GALLON BRINE SPRAYER

The 150-gallon Brine Sprayer can be used in conjunction with light mechanical attachments, such as a snowblower's PLOW, Snow King, or a snowblower's Snow Lion Ice-Breaker.

The Tracellec Brine Sprayer can be used for the application of de-icing salts, and can be especially equipped for the application of salt foam. An oil tank is fitted to allow for de-icing salt to be used without being blocked into the street or a building.



80-GALLON BRINE SPRAYER

The 80-gallon Brine Sprayer is designed specifically to apply salt from liquid drums. The application of liquid prevents the kind of snow and ice accumulation on the curbside. The use of other salt types reduces environmental damage.



SNOW LION ICE-BREAKER

The Tracellec Snow Lion Ice-breaker is designed to push and scrape hard-packed snow that can build up on sidewalks and walkways. The Snow Lion's protective front wheel is made of a special composite material that is resistant to impact and is designed to last for years.

The Ice-breaker also operates regardless of temperature. The front-mounted blade can be lowered or raised to clear snow or ice. The Snow Lion's front wheel is made of a special composite material that is resistant to impact and is designed to last for years.



INDEPENDENT ROLLER SUSPENSION

Each roller on the Ice-breaker attachment is mounted with an independent suspension. This allows the rollers to follow objects in traffic, such as potholes.



SPRING ATTACHMENTS ROTARY FINISHING MOWERS



14' ROTARY FINISHING MOWER

The 14' Rotary Finishing Mower is designed to efficiently mow and trim the edges of lawns and sports fields.

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72" ROTARY FINISHING MOWER

The 72" Rotary Finishing Mower is designed to efficiently mow and trim the edges of lawns and sports fields.

The 72" Rotary Finishing Mower is designed to mow and trim the edges of lawns and sports fields.



10' ROTARY FINISHING MOWER

The 10' Rotary Finishing Mower is designed to efficiently mow and trim the edges of lawns and sports fields.

The 10' Rotary Finishing Mower is designed to mow and trim the edges of lawns and sports fields.

SPRAY ARM WATERING HEAD

The Spray Arm's watering head can be easily adjusted to either hand or drive forward. However, the attachment's control lever allows for water flow, back or forward, in either direction. An in-built spray arm allows the operator to adjust the water flow, which is perfect for any soil. The adjustable watering head is 180° adjustable and 180° adjustable. The watering head is 180° adjustable and 180° adjustable. The watering head is 180° adjustable and 180° adjustable.

The adjustable Spray Arm is made because of the unique design of the attachment. The operator can adjust the watering head to either hand or drive forward. However, the attachment's control lever allows for water flow, back or forward, in either direction.



180 DEGREE BOOM ROTATION

The applicator can rotate the entire boom assembly 180° (180°) allows the attachment to water on the tractor's left or right side and any position in between. Additionally, the Spray Arm is equipped with a 40° side shift.



SPRAY ARM

The Sprayer Spray Arm is the ideal solution for spraying seeds on the ground surface. The adjustable features help to create a spray head, allowing for adjustment in a spray of 180°.

The adjustable spray head was designed for spraying a round board with 200°.

The flexible spray head is spring-mounted and was designed for spraying (seeds) (seeds) (seeds) (seeds).

150-GALLON WATER TANK

The 150-gallon (568 L) Water Tank is the perfect solution for spraying seeds on the ground surface. The adjustable features help to create a spray head, allowing for adjustment in a spray of 180°.



80-GALLON WATER TANK

The 80-gallon (303 L) Water Tank is a standard feature on most of our equipment.

It includes a 12V electric pump to help create a spray head for the top of the AT. A large 150-gallon capacity allows for a variety of water tanks.

The Tankless Water Tank attachment is ideal for spraying seeds when you need a high and wide spray bar.



SUMMER ATTACHMENTS BOOM FLAIL MOWER MOWER

Almost every municipality has a need for a compact, yet powerful, machine that can handle the toughest jobs. The new 425 Boom Flail Mower is the perfect solution for these jobs.

- **Breathable:** The 425 Boom Flail Mower is designed for maximum operator comfort. The compact size of the 425 uses features that decrease noise levels with passing traffic, a component in large agricultural-type tractors. The compact size is also beneficial when transporting to and from the job site.
- **Equivalent speed control:** allows the operator to react to changing conditions for optimum safety and productivity.
- **The Boom Flail can be removed from the 425 within minutes,** allowing the operator to swap another attachment and move on to the next task.



74" FRONT FLAIL MOWER

The Front Flail Mower was designed to cut heavy crops, weeds, brush and bare spots where a standard rotary mower would not cope. The mechanical mower has a set of 4 blades that keep the cut grass, weeds and other debris within the cutting chamber. This allows the machine to cut grass, weeds and other heavy crops. The large gauge wheels and a full-width ground roller give the operator a smooth ride, allowing it to follow ground contours, producing an even cut without top-dressing.



AERATOR

The Aerator is mounted to the rear of the tractor. It allows the operator to keep the implement in the right of the field. The line parts around with the tractor. This feature allows the operator to use standard tractor's wheeling to move the attachment with conventional rear-mounted implements. The rear front-end design, the operator can lift the aerator and the 425 into high range and place it to the next job site, without having to enter the equipment.

FALL ATTACHMENTS LEAF LOADER



FASTER PICK UP, LESS PERSONNEL, HEAVIER LOADS & FEWER TRIPS

The Tridocks Leaf Loader is an enhanced and efficient leaf loading attachment. Its heavy-duty tires are packed up to 1000 lbs. and its 1000-gallon capacity allows it to load up to 1000 lbs. of leaves per trip. Also, using the Leaf Loader for leaf pickup requires many fewer personnel and trips to the waste transfer station.

MULCHING

Users can replace up to 20% of their regular yard waste. Many municipalities have banned leaf disposal by landfill or incineration, and as always follow municipal recycling programs will save business profitability as the first step in leaf disposal or recycling.

RECYCLING

Mulch can be sold or offered free of charge to landscapers and other equipment users for their own use. Some municipalities have a mulch recycling program. At least 10% of the mulch generated, the amount will increase every year since a program is implemented.

NO BAD WEATHER DAYS

Even on bad weather days, snow or rain weather does not affect the operator's ability to pick up the leaves. In fact, the operator can pick up the leaves in the rain or snow. The operator can pick up the leaves in the rain or snow. The operator can pick up the leaves in the rain or snow.

NO PHYSICAL LABOUR

The operator can remain in the cab and let the Leaf Loader do the work. As with any job, when physical demands are high, safety organizations can easily identify the most qualified professionals.

LESS TRAFFIC CONGESTION

The Tridocks Leaf Loader and truck separate more to the city, minimizing congestion by 50%.

BUFFALO TURBINE DEBRIS BLOWER

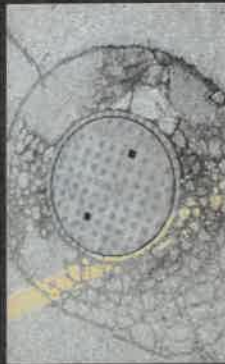
The combination of the Tridocks 40' and Buffalo Turbine Debris Blower is ideal for leaf and debris clean-up in parks, recreation, trails and other areas where large equipment is not practical. The Buffalo Turbine Debris Blower is powered by the M75 Tractor PTO. It uses the velocity of the debris blower's rotary motion to clean up large piles of dry, sand, twigs, leaves, twigs, and other debris. The debris blower is both controlled by the tractor's forward motion and accurate control. The debris blower allows the M75 Tractor PTO and tractor, additional control is available. A 12" round nozzle is standard, optional shapes/angles are available.



BEFORE AND AFTER



INFRARED ASPHALT HEATER AND 45KW GENERATOR



SIMPLICITY OF OPERATION

Operation of the Infrared Asphalt Heater is simple. Position the heater over the target area or place the 45KW generator on the cycle road. Press the start button.



CONTROLLED CYCLE TIMES

A timer controls heat cycle time. To set your optimum melting time for the conditions, heat cycle time can be adjusted as described in 2. Adjustable parameters.



NO OPEN FLAME

The heater's infrared liquid hot air open flame, infrared electric elements produce no open and controlled heat that will not burn the surface.



MANOEUVRABILITY

Since the heater is mounted in front of the tractor, it is easy to manoeuvre and free from the towed load-mounted loads. With the precise control of the tractor's steering wheel, steering, the operator can accurately place the Infrared Asphalt heater.



TWO MACHINES IN ONE

When the Infrared Asphalt heater is not in use, it can be separated from the Generator frame by simply releasing the pins.

The Generator produces 45 KW since 275 amps. This provides enough power to run welders, portable lighting, pump and trailers, and in its capacity as the main electrical power source at a minor cost to the user. The Generator comes equipped with both 110V and 220V receptacles for safety. Safety switch for the tractor and generator is included as well as safety harness.

GENERATOR MAY BE PURCHASED SEPARATELY



ELIMINATE:

- Expensive 100-200 gph of gas blowers
- Expensive heating equipment for purpose
- Expensive tank attachments
- Availability of working surface or work surfaces

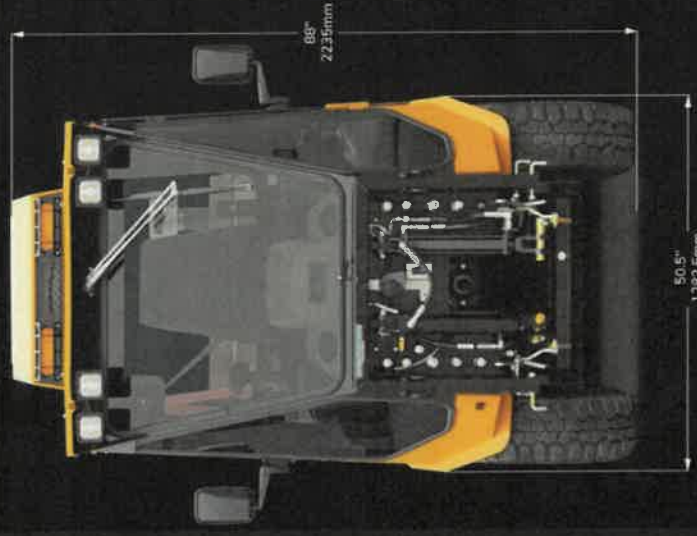
- Open flame over or near depth repairs or manholes where there is a potential for flammable gases or fumes

SPECIFICATIONS (CONTINUED)

CAB FEATURES	STD.	OPT.	EXTERIOR FEATURES	STD.	OPT.	CAPACITIES (CONTRIBUTES)	US	METRIC	ATTACHMENTS	REQUIRED	
Certified ROPS cab structure, steel roof with rain gutters	✓		Steel panels and top hood, 2 hinged access doors, hinged rear grill	✓		Coolant	5.88 gal	21.5 L	72" 10" or 14" ROPS (Including Mower)	Turf Tires	
Digital dash, tachometer, speedometer, hour meter, fuel level, engine coolant temp., hydraulic oil temp., engine oil pressure, voltmeter	✓		Tribe bar and side panels removable without tools	✓		Hydraulic oil	18.8 gal	75.0 L	Aerolator	Turf Tires	
2-speed HVAC fans	✓		Heavy-duty 10 gauge steel fenders	✓		Differential oil	2.4 qt	2.3 L	Front Pile Mower	Turf Tires	
HVAC system with auxiliary heat and pressurization	✓		500V+ aluminum vehicle sign	✓		Reduction gearbox	80W90 EP or equivalent	1.1 qt	1.0 L	Stump Grinder	Turf Tires
2-point and 21 strap rear seat motor	✓		2-5/16" ball hitch	✓		Mechanical suspension	80W150 EP or equivalent	2.2 qt	2.0 L	Asphalt Cold Planer	Deep Reduction
3-point retro-reflective seat belt	✓		Rear license plate bracket and light	✓		WEIGHTS & DIMENSIONS			Concrete Cold Planer	Deep Reduction	
AM/FM radio with stereo, dual speakers, external antenna with amplifier	✓		Neutral safety kill switch	✓		Overall length including rear bumper	149.5 in	3,792 mm	Leaf Loader	Deep Reduction	
Cup holder, cell phone holder, door pocket, storage tray	✓		Automatic engine shut off if rotary mower wings raised	✓		Height to top of HVAC system	88.0 in	2,235 mm	Electric Powered Walkbehind Tractor	Dual Tires	
Mounted tank	✓		Neutral safety kill switch	✓		Track width with metal tires	49.5 in	1,257 mm	Buffalo Turbine Debris Blower	Dual Tires	
Fire extinguisher	✓		Automatic hydraulic power shut off if rotary mower wings raised	✓		Weight with oil, coolant and full tank of fuel	6,900 lbs	3,130 kg	80-Gallon (300 litres) Water Tank and Spraying Systems	Dual Tires	
Gas strut door cylinder and safety stop	✓		Automatic PTO shut down if operator leaves seat	✓		OTHER OPTIONS			250-Gallon (946 litres) Stainless Steel Water Tank	Dual Tires	
7 in steering column with vents, leg rest, hand rest, hand button	✓		Automatic engine shut down if operator leaves seat with shifter not in neutral position	✓		Heated mirrors			Spray Arm	Dual Tires	
DOT-approved tempered safety glass	✓		Automatic hydraulic power shut off if operator leaves seat	✓		Hide control			3" x 4" x 6" 7" or 8" Power Angle Sweeper	Dual Tires	
Left and right side mirror windows	✓		Application of service brake foot pedal activates more aggressive hydrostatic braking in conjunction with the service brake	✓		Automatic grease system			48" Pickup Sweeper	Dual Tires	
Full colour digital dash including backup camera when in reverse	✓		Wipe finger guard protection from engine fan blades	✓		Scan show			51" 4025 or 72" Ribbon Snowblower	Dual Tires	
2-speed rear wiper and backwash wiper	✓		Reflective striping on both sides and rear of tractor	✓		Locking hood			51" 60" or 70" Twin Auger Snowblower	Dual Tires	
Intermittent front wiper, 2-speed rear wiper and washer	✓		On-the-go paint, emergency and maintenance decals	✓		Locking fuel cap			Customization Package Add-ons	Dual Tires	
Conformal coated speedometer, second battery (deep cycling)	✓		Backup alarm / Backup camera	✓		Hydraulic oil tank heater			5' 6" 7" or 8" Angle Plow	Dual Tires	
High back, fully-adjustable air (106 lbs)	✓		White second steering column	✓		LED drive light			Heavy Duty Plow	Dual Tires	
Left and right arm rest	✓		CAPACITIES	US	METRIC	LED drive light			Snow Lion Ice-litrecker	Dual Tires	
			Fuel	24.3 gal	91.0 L	Extra set of keys			Heavy Duty Snow Blower	Dual Tires	
			Engine Oil	Johns Creek Pro-50 B or equivalent	7.25 gal	27.5 L	Front tractor weight kit		Tow Behind Spreader	Dual Tires	

SERIES 7

LEARN MORE AT TRACKLESSVEHICLES.COM



TRACKLESS VEHICLES

55 THUNDERBIRD DRIVE
P.O. BOX 244, COURTLAND ONTARIO
CANADA N0J 1E0
PHONE (519) 688-0370
FAX (519) 688-3644
tracklessvehicles.com

SOLD AND SERVICED BY

Due to our policy of continuous product improvement, specifications are subject to change without notice.

SERIES 7



TRACKLESS VEHICLES BOOM FLAIL MOWER



The Trackless Boom Flail Mower is perfect for those difficult, unsafe or impossible areas to mow. Ditches, steep inclines, over guard rails and waters-edge are areas in which the boom flail excels. Hydrostatic speed control allows the operator to react to oncoming obstacles for optimum safety and productivity.

Can be removed from the Trackless MT in approximately 10 minutes. Within minutes another attachment can be installed, and the operator can be on the way to another job site.

General Info

Width of cut: 43½"; overall width of head 53½"

Horizontal reach: 13½' from center of MT to outside cut

Overall level ground cutting coverage: 11', starting 5" inside outer tire

Below grade cut: 53"

Vertical reach: 13½'

Cutting blades: 33

MOWERMAX™

Boom Mower

ATMAX
EQUIPMENT CO.

MOWERMAX

MADE IN  FLORIDA

ENGINEERED FOR PERFORMANCE

The revolutionary, **3rd Generation MowerMax Boom Mower** is designed and purpose built from the ground up to have the best **Stability, Visibility, Maneuverability and Versatility** of any boom mower on the market. The MowerMax is a heavy-duty boom mower that is also very safe, easy to operate and maintain.



OPTIMUM STABILITY

The MowerMax is designed to have a low center of gravity. The counterweights are mounted directly opposite the boom for maximum benefit and it's easy to add additional counterweights. These features combined with the rear axle stabilizer system, make the MowerMax an extraordinarily stable machine.



INCOMPARABLE VISIBILITY

The MowerMax cab forward design greatly enhances the operator's visibility making for a much more productive and safer cutting experience. Plus the right side of the cab has an unobstructed view.



EXTREMELY SIMPLE & COMFORTABLE

The MowerMax is extremely simple to operate and very comfortable for the operator! The MowerMax is easy to get into and out of with non slip coated steps integrated into the main counter-weight. The cab has a plush, Grammer air-ride suspension seat with tilt and lumbar, a tilt & telescoping steering wheel with steering knob, 6.2in color AM/FM/CD stereo with Bluetooth & optional Backup Camera, and a 7in Control Display.



OUTSTANDING MANEUVERABILITY

The MowerMax has hydrostatic, 2 speed transmission which is operated by two foot pedals and comes with permanent 4 wheel drive with 45% limited slip front axle and 100% operator controlled rear differential lock. The MowerMax Boom also has 4 wheel steering with 3 different steering modes: **1) 4 Wheel Steer 2) Front Wheel Steer or 3) Crab Steer.** These three steering modes allows the MowerMax to be extremely maneuverable and productive. Lastly all of MowerMax booms come with 180 degree rotation with a helical actuator for maximum operating flexibility.



SERIOUS VERSATILITY

The MowerMax Boom is extremely versatile with 4 different boom head attachments as well as the optional front lift arms with universal quick attach mounts that allows you to use over 30 common skid steer attachments.



EXCEPTIONALLY SAFE

ATMAX Equipment knows that boom mowing often happens on busy roads under rough conditions, so safety of the operator and the machine are of utmost importance! **1/2in Lexan Glass** on boom side. **ROPS & FOPS** - Most tractors and other purpose built boom mowers only have ROPS even though all trim trees with them! **Bright Yellow Powder Coated Paint** with 2 front LED daytime running lights, 2 reflective SMV diamonds, 2 - SAE Class 1 strobes, 1 - 35in LED directional control bar, 12 amber/white mini LED flashers, and over 30ft of reflective decals and DOT tape.



MOWERMAX BOOM MOWER SPECIFICATIONS

Power Unit Specs

Engine	Cummins F 3.8QSF 154 HP Stage V Turbo Diesel
Cooling System (Engine & Hydraulic)	Horizontally-mounted Radiator/CAC/Oil Cooler with High Flow Fan & Reversing Cleanout System
Transmission	Two Speed Closed Loop Hydrostatic with Double Foot Pedal Controls, Optional 4 Speed Transmission with 220% more torque
Drive Train & Steering	Permanent 4-Wheel Drive with 4-Wheel Steering and 3 Steering Modes
Differential Lock	45% Limited Slip on Front Axle and 100% Operator-controlled Rear Locking Rear Axle
Parking Brake	Standard SAHR Electric over Hydraulic
Service Brake	Standard Foot Pedal Controlled
Tires	460/70-R24 Radial with Multiuse Tread or 550/45-22.5 22 Ply Flotation with Lug Tread
Ground Speed	0-8 MPH Work Mode 0-25 MPH Travel Mode

Boom Arm Specifications

Boom Controls	Multifunction, Electric Over Hydraulic Joystick
Boom Lengths	Approximately 22ft, 24ft, 26ft & Telescoping 27ft to 30ft
Boom Rotation	180 Degrees with Helical Actuator with Cross Port Relief
High Flow Hydraulics to Boom Attachments	Closed Loop Hydrostatic Pump with 30GPM @ 5000psi
Available Boom Attachments:	
Rotary Decks	50in & 60in with Hydraulic Door & Optional 90 Degree Swivel
Mulching Head	50in Fixed Tooth Mulching mfg for MowerMax by Fecon with optional 180 Degree Swivel
Saw Heads	48in Single Blade Direct Drive, 69in Triple Blade Belt Drive & 90in Quad Blade Belt Drive
Flail Heads	50in Brush Flail & 60in Grass Flail with optional 180 Degree Swivel
Ditch Maintainer	22in Cutting Width with Hydraulically Controlled Debris Shute
Log/Debris Grapple	55in Wide (open) Grapple with 360 Degree Rotation

Front Lift Arm Specs (Optional)

Attachment Types	Most Universal Skid Steer Mount Attachments
Lift Capacity	2500lbs
High Flow Hydraulics to Attachments	Closed Loop Hydrostatic Pump with 30GPM @ 5000psi

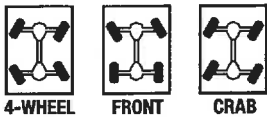
General Specs

Width with Boom in Stow	100in
Length with Boom in Stow (no boom attachments)	236in
Height	112in
Weight (with 24ft boom & no attachments)	19,500lbs approximately
Diesel Fuel Tank Capacity	48 Gallon Aluminum Tank with Locking Fuel Cap
DEF Tank Capacity	5 Gallons

Cab & Safety Features

Grammer Air Ride Suspension Seat with Back Rest, Lumbar, Tilt with Operator Presence Switch & Seatbelt with Switch
Tilt Steering Column with Telescoping Steering Wheel with Knob
Easy to View, Adjustable 7in Color Display with All Gauges and Warning Signals
6.2in Color AM/FM/CD Stereo with Bluetooth and Optional Backup Camera
Front Headlights with LED Daytime Running Lights and Rear LED Brake Turn and Backup Lights
12 Amber/White LED Mini Flashers on all 4 Sides
1 - Cab Mounted, Amber LED Bar and 1 - LED Directional Control Bar on Rear on Cab
Backup Alarm
2 Reflective SMV Diamonds and over 28ft of Reflective DOT tape
Certified ROPS - ISO 3471 & FOPS - ISO 3449

STEERING MODES



ATMAX

EQUIPMENT CO.

6902 East 7th Avenue • Tampa, FL 33619

Sales: 813-634-1111

WWW.MOWERMAX.COM



Call to schedule a demonstration:

DAVID: 813-781-0100
(FL, TX, LA, VA, WV, MO)

NEAL: 423-595-4897
(AL, AR, GA, TN, SC, NC)

PATRICK: 614-306-6887
(OH, IN, KY, IL, MI, PA)

MOWERMAX[®]

Boom Mower

Boom Arm Attachments



***50in & 60in Rotary Deck
with optional 90 Degree Swivel***



***50in Fecon Mulching Head
with optional 180 Degree Rotate***



***50in Hammer Flail
with optional 180 Degree Rotate***



***62in Standard Flail
with optional 180 Degree Rotate***



***50in HD Flail with
optional 180 Degree Rotate***

Boom Arm Attachments



***Triple or Quad Saw
with optional 90 Degree Rotate***



***48in Single Saw
with optional 90 Degree Rotate***



***55in Grapple with 360 Rotator
(available on summer 2021 units)***



***22in Ditch Maintainer
with Adjustable Hydraulic Chute***

ATMAX
EQUIPMENT CO.

6902 East 7th Avenue • Tampa, FL 33619

Sales: 813-634-1111

WWW.MOWERMAX.COM



MOWERMAX[®]

Boom Mower

Front Lift Arm Attachments



Angled Broom



96in Rotary Mower



Cold Planer (pot hole repair)



Buffalo Blower
(for dirt, leaves and light snow)



Chipper



Guardrail Mower

Front Lift Arm Attachments



Stump Grinder



Brush Grapple
(moving debris off roads)



Pavement Saw



Trencher



Dozer Blade



Pallet Forks



Snow Blower



**120in Snow Plow
with Hydraulic Angling**



Snow Pusher

ATMAX

EQUIPMENT CO.

6902 East 7th Avenue • Tampa, FL 33619

Sales: 813-634-1111

WWW.MOWERMAX.COM





Quote

ATMAX Equipment Co.
 6902 E. 7th Ave
 Tampa, FL, 33619
 Phone: 813-634-1111
 Web: www.mowermax.com

Order No.: **014282**
 Order Date: 9/11/2023
 Delivery Date:
 Expiration Date: 9/11/2023
 Customer ID: C000020
 Currency: USD
 Contract: NC State Contract No. 107499

BILL TO:
 Town of Erwin NC
 PO Box 459
 Erwin NC 28339
 United States of America

SHIP TO:
 Town of Erwin NC
 730 N. 13th St.
 Erwin NC 28339
 United States of America

CUSTOMER P.O. NO.	TERMS	CONTACT
076733	Net 30 Days	Mark Byrd
FOB POINT	SHIPPING TERMS	SHIP VIA

NO.	ITEM	QTY.	UOM	PRICE	DISC.	EXTENDED PRICE
1	MMBGEN3NEW: Mower Max Boom - Gen 3	1.0000	EA	191,789.7500	0%	191,789.75
2	MMB-BASEMODEL: Base Model	1.0000	EA	0.0000	0%	0.00
	NOTE: 154 HP Turbo Diesel, Stage V Cummins 4-Speed Hydrostatic Transmission 6 Section Valve Bank with Electro-Hydraulic Joystick Controls 3450lbs Counterweight with Integrated Steps Cab certified for both ROPS - ISO 3471 and FOPS - ISO3449 AC/Heat Cab with AM/FM/DVD 6.2in Touchscreen with Blue Tooth and iPod Control Heavy duty Radial Multi-Purpose Tires 180 Deg Boom Rotation Stucchi Quick Coupler System for easy detaching hoses from boom Full time 4WD and 4 Wheel Steering with Rear Axle Stabilizer Front headlights with LED daytime running lights, turn lights and rear brake lights with turn lights 1-Class 1 LED Strobes, 12 LED Mini Flasher/Strobes and 1 - 36in LED Directional Control Bar 12v Air-ride, Grammer cloth seat with lumbar, tilt, arm rest & two safety switches Training - Operator and Safety Back-up alarm and camera					
3	MMB-BOOM-26: 26ft Boom Arm with 1 additional 1400lb CW and without Head Attachment	1.0000	EA	17,212.5000	0%	17,212.50
4	MMB-DECK60ART: 60in Rotary Deck with hydraulic controlled deck door, 90 Degree Swivel and Quick Disconnect	1.0000	EA	18,313.2500	0%	18,313.25
5	FECONROT: Fecon Mulching Head with 180 Degree Rotate with Quick Disconnect	1.0000	EA	28,300.7500	0%	28,300.75
6	MMB-FLA: MMB Front Lift Arms	1.0000	EA	9,974.7500	0%	9,974.75

Sales Total:	265,591.00
Freight & Misc.:	0.00
Less Discount:	0.00
Tax Total:	0.00
Total (USD):	265,591.00



**Joe Johnson
Equipment**

Subsidiary Of Federal Signal Corporation

September 29, 2023

Town of Erwin
Erwin, NC

RE: Trackless MT7 Articulating All-Season Tractor

We would like to take this opportunity to thank you for your interest in Joe Johnson Equipment (JJE) North America's largest supplier of environmental equipment.

As proud distributors of Trackless Vehicles Ltd.'s innovative multi-purpose municipal tractors, JJE is pleased to present the following budgetary quotation to provide one (1) new Trackless MT7 Municipal Tractor and attachments.

Quotation

To provide one (1) New Trackless MT7 municipal tractor, equipped as detailed below:

Engine:

- John Deere - Tier 4 final
- 74 BHP @ 2500 RPM, turbo charged
- 4.5 Litre (275 cu. in.)
- Torque 224 lb-ft. @ 1,600 RPM
- Equipped with anti-idle feature, cold start aid, block heater and air breather warning lamp
- Large capacity air breather with direct connection to pre-cleaner
- ***NOW INCLUDED.*** Automatic reversing engine fan

PTO:

- Front PTO 1-3/8" spline, 540 RPM
- Twin Disc over center clutch with electric over hydraulic actuation
- Reduction box 4:1

Hitches

- Trackless quick hitch with dual lift cylinders

Powertrain:

- Sauer Danfoss hydrostatic/electronic transmission and motor
- Controlled by electronic truck style foot pedal programmed to control hydrostatic independently or both engine RPM and hydrostatic simultaneously
- Trackless mechanical transmission with high/low range and neutral
- Dana Style Model 60 full float axles with new heavy duty alloy spindles.



Joe Johnson Equipment

Subsidiary Of Federal Signal Corporation

- Limited slip differentials 7,000 lbs. capacity

Hydraulic Systems:

- 20 GPM hydraulic gear pump driven by timing gears of engine
- 14 GPM secondary hydraulic gear pump
- ***NOW INCLUDED:*** Low hydraulic oil warning
- Six (3 pair) low volume front hydraulic couplers for attachment control
- Two (1 pair) high volume hydraulic couplers to power attachments requiring approximately 16 GPM
- Two (1 pair) additional ports in front of cab for addition of optional second high flow circuit
- Two (1 pair) high volume hydraulic couplers at rear of tractor
- Cartridge type hydraulic filter mounted at highest point in system to allow dry changes
- Steel hydrostatic lines

Braking Systems:

- Hydrostatic dynamic braking programmed for smooth deceleration
- Hydraulic service brakes on all 4 wheels
- Service brake application also activates more aggressive hydrostatic braking
- Mechanical parking brake with warning buzzer

Steering:

- Articulated steering, 35° each way
- Turning radius approximately 8' inside
- Steering column includes hazard button, signal lever and center mounted horn
- High strength spherical bearings for pivot pins and steering pins
- Greaseable bearings and pins greaseable
- Load sensing steering. Oil is only circulated to the steering cylinder when needed. This creates less heating for the hydraulic oil

Capacities

- Fuel Tank - 24 US gallons
- Coolant Tank - 26 gallons
- Hydraulic Oil Tank - 20 gallons

Speeds:

- Low range: 0 to 9 mph
- High range: 0 to 19 mph

Lights:

- Four (4) halogen headlights
- One (1) halogen backup light
- ***NOW INCLUDED:*** Two (2) rubber mounted shockproof LED taillights
- One (1) interior dome light
- LED Front and rear signal lights and 4-way flashers



Joe Johnson Equipment

Subsidiary Of Federal Signal Corporation

- Eight (8) amber strobe lights with branch guard
- High beams

Exterior Finish:

- All steel components including cab prepped in 5-stage phosphate wash, 2 part epoxy primer with rust inhibitor
- 2 part polyurethane automotive top coat, oven baked
- Latches, linkages, levers, battery hold down straps and bolts, support rods, striker plate, shifter gate and various small brackets zinc plated
- Color highway yellow and black trim, grey/black interior

Cab Features:

- ***NOW INCLUDED:*** Full climate control with air conditioning with 12 vents in total, defroster, 7 speed auxiliary heater and cab pressurizer with fresh air intake. Cab temperature will remain constant when set.
- Certified Rollover Protection Structure (ROPS) cab, steel roof with rain gutters
- Completely redesigned ergonomic cab interior
- ***NOW INCLUDED:*** Digital dash with full color monitor: tachometer, speedometer, hour meter, fuel level, engine coolant temp, hydraulic oil temp, engine oil pressure, voltmeter. Included color back up camera
- Two (2) outside and one (1) inside rear view mirror
- AM/FM stereo, dual speakers and external aerial with amplifier
- Cell phone holder, door pocket and storage tray
- Gas strut door cylinder and safety strap
- Tilt steering column with horn, self-cancelling signal lever and hazard button
- DOT approved tinted tempered safety glass
- Left and right side slider windows
- ***NOW INCLUDED:*** Intermittent front wiper and washer
- Rear wiper and washer
- Conaflex sound deadening, sound barrier floor matting
- Outside Cab Sound: 64 dBA at 50'. Outside Cab Sound: 74 dBA
- High back, fabric covered air ride seat with lumbar support and 3-point retractable orange seat belt
- Air ride seat switch is remote mounted in the switch panel for easy access
- ***NOW INCLUDED:*** Joystick - heavy duty base and pivot, wide sweep angle and forward, neutral, reverse switch (F-N-R) Main float switch is right beside FNR
- Joystick control with 8 backlit membrane switches.
- Three (3) float position switches also have additional LED indicator light. Switches color coded to circuits
- Joystick selector switch to automatically configures joystick for attachments
- A new joystick function feature allows operator to move both 5-way plow wings together at the same time
- ***NOW INCLUDED:*** Cruise control



Joe Johnson Equipment

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Tires and Wheels

- LT 245/75R x 16, 10-ply radial winter tires on HD 16" 8-bolt rims

Exterior Features:

- All steel, quick release hoods, two hinged access doors
- No tools required to remove side hoods, rear grille and top hood
- Lighter top hood manufactured from aluminum for easier lifting
- Rear grille can hinge up and slide sideways for quick removal to allow cleaning of radiator or oil cooler
- One side service - all daily checks and all filters are on the driver's side, where there are hinged access doors. For convenience as well as to eliminate having to access the engine compartment on the right side where the DPF, DOC and the complete exhaust system is located.
- Large bearing Center frame vs. old center frame liner
- Heavy duty 10 gauge steel fenders

Electrical:

- Multiplex electrical: 70% less wiring with enhanced diagnostics
- On board Self-Diagnostics computer checks all systems and determines causes of any faults
- 950 CCA Group 31 battery, 200 amp alternator
- ***NOW INCLUDED:*** Battery disconnect switch and remote battery terminal
- Hinged overhead switch panel
- Main circuit breaker protection
- Mini blade fuses mounts in IP67 watertight enclosure
- Variable flow sander switch
- Sander Auto / Run switch

Safety Features:

- Neutral safety start switch
- Automatic hydraulic power shut off and PTO shut down: If operator leaves seat
- Automatic engine shut down: If operator leaves seat with shifter not in neutral position
- Automatic hydraulic power shut off: If rotary mower wings are raised
- ***NOW INCLUDED:*** Articulation lock
- External lift cylinder switch for attachment hook up
- A wire protection guard encloses the engine fan.
- Reflective striping on both sides, rear of tractor, rear hood and below taillights
- Safety, danger, caution and pinch point decals
- Backup alarm automatically activated by the F-N-R Switch lever
- Slow Moving Vehicle Sign

Additionally Equipped With:

- Locking Differential in Front Axle -
- Ride Control Option



**Joe Johnson
Equipment**

Subsidiary Of Federal Signal Corporation

- High range Travel Lockout

Includes Delivery and Training

Purchase Price..... \$156,012.00

Additional Options to be Considered:

- 8' angle plow and attaching kit- \$7295.00
- Rear Salt/ Sand Spreader - \$7300.00
- Ice Breaker Complete - \$27,840.00
- 74' front flail mower - \$11,400.00
- Boom Flail Mower - \$34,900.00
- Complete Set of dual tires - \$5790.00
- Trackless 14' Rotary Mower - \$21,300.00
- Summer tires & wheels - \$2480.00
- Concrete 160 pick cold planer (requires deep reduction)- \$29,800.00
- Deep reduction Gearbox- \$8630.00
- 72" power angle sweeper - \$9100.00
- Water Tank and pump kit- \$3825.00
- Spray bar Kit - \$245.00
- Stump Grinder- \$14,000.00
- Buffalo Turbine- \$9600.00

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should additional information be required.

Sincerely,

Doug Boice
 Regional Sales Manager
Joe Johnson Equipment
 Cell: 980-239-8055
dboice@jjeusa.com

MINUTES CONTINUED FROM OCTOBER 23, 2023

plus benefits. Once the potential officer completed BLET then they could transfer up into a sworn officer. He read through other department's agreements and pieced together an agreement that fit with Erwin. The agreement included a three-year commitment, the first year out of BLET, the officers were mainly working to obtain their one-year certification so they are usually stuck for a year anyway. There were some cons to the program such as the cadet not making it through basic and we would then cut them from the program, and we would not be holding a spot for them. We could lose money on the salary and benefits, but we would require them to repay the cost of the school. One exception would be if an injury occurred in training and we like a cadet and felt they would be a benefit to Erwin, we may discuss options of keeping them until the next class comes around.

Mayor Baker inquired about what other sources were there for BLET other than Central Carolina Community College.

Police Chief Jonathan Johnson stated any local community college, Sampson, Johnston, Fayetteville Tech, etc. A thorough background check will be performed prior to offering to pay for BLET.

Mayor Baker asked Police Chief Jonathan Johnson when he planned to implement the program.

Police Chief Jonathan Johnson stated he wanted to implement it as soon as possible and get the word out. He already had two vacancies and had one officer potentially going to Fuquay. He was hoping to offer a salary of \$35,000 annually for the Cadet Program which was the lowest salary of any current employee.

Town Manager Snow Bowden stated we would just have to update the job classification grade schedule.

The consensus of the Board was to place this item under Consent on the agenda for our Regularly Scheduled Meeting in November.

Shop with a First Responder

Town Manager Snow Bowden stated this year the Erwin Police Department will be partnering with the Erwin Fire and Rescue to do Shop with a First Responder instead of Shop with a Cop. He felt it was a good idea between Chief Blackmon and Chief Johnson. He asked the Board if they would consider sponsoring or contributing funds to the event.

Commissioner Turnage asked how they would go about selecting the children.

Police Chief Jonathan Johnson stated they have spoken with the Social Worker and our SRO at Erwin Elementary who will both go through a list and choose.

Commissioner Blackmon stated the Fire and Rescue Board had donated \$500 and may come back and up the donation.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 23, 2023

Subject: Erwin Police Cadet Program

At our last month's workshop, we discussed the possibility of creating a cadet program for the Erwin Police Department. We are requesting approval to start a cadet program so we can pay candidates that we have sponsored to attend Basic Law Enforcement Training (BLET). Most of the surrounding agencies have already implemented a similar type of program in order to recruit new employees. We believe that this is a good start to a system. Of course, we might have to make changes to this as we see fit. In the proposed contract we are asking for a three-year commitment. If for any reason they leave the Town of Erwin voluntarily we are required to be reimbursed \$8,000 (cost of equipment).

In order to start this process, we need to update our Job Classification and Grade schedule which is approved annually in our Fiscal Year budget. We would limit the number of cadets we had at the time to be in line with the number of positions that we had approved in the budget. If we start with this process this year there should not be any impact to the already approved budget. We would factor this program into our budgeting process next year.

Attachments:

- Proposed contract
- Updated Job classification grade schedule FY 2023-2024

Erwin Police Department Certification Training and Expense Reimbursement Agreement

THIS CERTIFICATION TRAINING EXPENSES REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into by and between the Town of Erwin (“Town” or “Erwin” OR “Town of Erwin”) and _____ (“Employee or Cadet”).

WITNESSETH:

WHEREAS, the applicant identified above acknowledges that the Erwin Police Department (hereinafter referred to as the "EPD") has incurred substantial expenses in the hiring process for the applicant and will incur substantial expenses in the process of training the undersigned applicant to be a Sworn Law Enforcement officer in conformance with North Carolina law and to the standards of the EPD; and

WHEREAS, it is acknowledged by the undersigned that these expenses are expected to be recaptured through service by the applicant to the EPD after hiring and successful completion of the Basic Law Enforcement training, including obtaining a passing score on the State Examination, and that the EPD will suffer substantial detriment if the undersigned should resign or take employment elsewhere during a period of 36 months following applicant's hiring and the first day of work at the EPD.

NOW, THEREFORE, it is hereby agreed between the parties in consideration of the mutual promises and obligations set forth as follows:

1. The applicant agrees to undertake the required Basic Law Enforcement training, including but not limited to required classroom work and a specified period of field or facility instruction. Further, after completion of the required course, including but not limited to required classroom work and a specified period of field or facility instruction, the applicant also agrees to complete any required in-service training as scheduled. The applicant further agrees to attain a passing grade in all such training and, where applicable, to achieve the minimum standards necessary for certification as a Sworn Law Enforcement Officer as promulgated by the North Carolina Criminal Justice Education and Training Standards Commission.
2. The applicant further agrees to devote full time to the training and subsequent service and to perform all assignments and duties in a professional manner satisfactory to the agency regulations, operating procedures, orders, and directives from the EPD.

3. The EPD agrees to provide uniforms and equipment, where applicable, as determined by the EPD to be necessary to the performance of assigned duties and, further, to make available to the applicant essential training including but not limited to:

- a. Basic Law Enforcement Training
- b. Supervised on-duty field training
- c. Supervised on-duty in-service training after completion of Basic Law Enforcement Training and/or field training.

4. The EPD agrees to pay the applicant wages and provide employee benefits during and subsequent to training as provided for the applicant's pay grade and job classification.

5. In the event that the applicant terminates his or her employment with the agency within 36 months subsequent to the first working day and successful completion of the training, the applicant agrees to pay to the EPD a sum to be determined by the Chief of Police based upon the time and resources expended on the hiring and training of applicant, but in no event shall the sum exceed \$8,000.00. It is specifically agreed that this sum is not a penalty, but is rather agreed upon as liquidated damages to compensate the agency for its non-reimbursed expenditures to hire and train applicant. It is agreed that liquidated damages are appropriate in that hiring and training expenses are difficult to determine with certainty and that injury to the agency for premature termination is difficult to quantify. Liquidated damages are agreed upon so that the applicant is not unjustly enriched by a breach of this Agreement. This sum does not represent an attempt to recover the salary paid.

6. The Liquidated damages set forth in paragraph five (5) above will be due and payable at the time that the applicant terminates his or her employment with the EPD prior to the expiration of the Agreement period provided for herein. The applicant further agrees that if such damages are not paid when due, the applicant shall pay all necessary and reasonable attorneys' fees, court costs, and other reasonable incidental expenses incurred in enforcing this Agreement.

7. The applicant shall not be required to pay liquidated damages for early termination if:

- a. The applicant is dismissed from employment during the Agreement period,
- b. The applicant is required to terminate employment due to a disabling physical illness or injury,
- c. It is determined to be in the best interest of the EPD as determined at the discretion of the Town Manager and Chief of Police.

Note: Liquidated damages shall be payable in the event that it reasonably appears or there is substantial evidence that the applicant has willfully sought to cause his or her own dismissal, failure, illness, or injury.

8. THIS AGREEMENT DOES NOT CREATE ANY RIGHT OR ENTITLEMENT TO EMPLOYMENT AT THE ERWIN POLICE DEPARTMENT. It is expressly acknowledged by the applicant that the Town Manager and Chief of Police have absolute authority to hire and fire and notwithstanding any provision of this Agreement; no portion of this Agreement is understood or intended to in any manner modify that right. It is expressly acknowledged that the applicant acquires no rights under this Agreement other than those expressly set forth herein.

9. The applicant expressly acknowledges that he or she understands that the advice of an independent attorney with respect to this Agreement prior to signing it may be obtained at the applicant's expense. The parties further agree that this document embodies the whole agreement between them and there are no inducements, promises, terms, conditions, or obligations made or entered into other than contained herein.

10. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be filed and heard in the Superior Court of Harnett County.

11. 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.

The foregoing provisions are understood and agreed to by the undersigned. In witness whereof the parties have executed this Agreement this ___ day of _____ 20 ___, at ___ o'clock __m.

Applicant Date Town Manager Date Chief of Police Date

State of North Carolina
County of _____

Subscribed and Sworn to before Me, this
The ___ day of _____ 20__

(Notary Signature)

My Commission Expires: _____

Attachment A

Expense:	Total:	Agency Costs:	Note:
Registration/ Tuition			
Books			
Supplies			
Firearm			
BLET Uniform			
Duty Uniform			
Total			

Actual Expense of Training \$ _____

Date of Completion: _____

Employee Date

For the Town of Erwin Date

State of North Carolina
County of _____

Subscribed and Sworn to before Me, this
The ____ day of _____ 20__

(Notary Signature)

My Commission Expires: _____

Town of Erwin

Job Classification and Grade 2023-2024 AMENDED 11/2/2023

<u>Departments</u>	<u>Number of Positions</u>	<u>Grade</u>
<u>Administration</u>		
Town Manager	1	31
Finance Director	1	21
Town Clerk/Human Resources Director	1	18
Finance Officer	1	15
<u>Planning</u>		
Town Planner	1	19
Code Enforcement Officer	1	17
<u>Police</u>		
Police Chief	1	25
Lieutenant	1	19
Investigator/Community Officer	2	18
Patrol Sergeant	2	17
Senior Patrol Officer	2	15
Patrol Officer	6	14
School Resource Officer	2	14
Part-Time Patrol Officers	6	
Records Clerk	1	12
Cadet	2	

**Public Works (Administration, Streets
Sanitation, Storm Water**

Public Works Director	1	23
Mechanic/Crew Leader	1	12
Maintenance Worker	1	7
Heavy Equipment Operator (Sanitation)	1	12
Heavy Equipment Operator (Street)	1	12
Part-time	Varies	

Parks and Recreation

Parks & Recreation Director	1	21
Athletic Program Director	1	15
Park Maintenance Specialist	1	10
Part-time	Varies	

MINUTES CONTINUED FROM OCTOBER 23, 2023

Police Chief Jonathan Johnson stated the amount of children depends on the amount of money raised. The First Baptist Church will be holding a chili cookoff to raise money and Erwin Methodist Church pledged \$500.

Mayor Baker stated there was a lot of support from the community.

Commissioner Blackmon stated he spoke with their auditors for the Fire Department and all checks must be addressed to the Erwin Fire Department with a memo that said Shop with a First Responder. They set up a separate bank with a separate entity so it would not have anything to do with the Fire Department's operations.

Commissioner Nelson stated he would advertise the event at the concert that same week.

The consensus of the Board was to provide a Sponsorship of \$1,500 and place this item under Consent on the agenda for our Regularly Scheduled Meeting in November.

Updated Resolution for NC ABC Commission

Town Manager Snow Bowden informed the Board that this was a standard resolution to reflect Chief Johnson being the person to sign off on alcohol permits for the Town of Erwin.

The consensus of the Board was to place this item under Consent on the agenda for our Regularly Scheduled Meeting in November.

BOA-2024-03

Town Manager Snow Bowden stated this Budget Amendment was to repair the Dodge Charger that was damaged by the Amazon van that ran into it when it was parked on the side of the road. Amazon did send us a check to cover the cost and it has been fixed. This Budget Amendment would increase revenues and expenses to fix the car.

The consensus of the Board was to place this item under Consent on the agenda for our Regularly Scheduled Meeting in November.

Pump Station Road Final Plat

Town Manager Snow Bowden stated this was the final plat for the subdivision off of Pump Station Road. Included was the Road Maintenance Agreement. The Planning Board did recommend this for approval.

The consensus of the Board was to place this item under Consent on the agenda for our Regularly Scheduled Meeting in November.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 23, 2023

Subject: Shop with a First Responder

This year the Erwin Police Department is partnering with the Erwin Fire and Rescue Department during the holiday season to host a “shop with a first responder event”. I think that this was a great idea that Chief Johnson and Chief Blackmon had. It really means a lot to the children who get to participate in this program. We are currently seeking donations for the event. I have been asked to present the idea of having the Town sponsoring this event.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 23, 2023

Subject: Updated Resolution for NC ABC Commission

This is a pretty standard item. We have not had any issues lately with this item but we wanted to be proactive and get it updated to show the name of Chief Johnson. Whenever someone applies for a permit to sell alcohol in the Town of Erwin they have to get a letter signed off by the Chief of Police. The permit also has to be checked off by the Planning Department to ensure the location is in a place that is zoned for alcohol sales.

Attachments:

- Resolution

**BUDGET ORDINANCE AMENDMENT
BOA 2024 – 03
FISCAL YEAR 2023-2024**

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

Section 1. This Budget Ordinance Amendment seeks to Increase Revenues and Increase Expenditures by \$2,601.00. This amendment is for repairs to the Dodge Charger Police Car hit by an Amazon Truck. Amazon Settled claim with the town.

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3350-000	Other Revenue	\$ 0	(+) \$ 2,601.00	\$ 2,601.00

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-5100-170	Maint.& Repair Auto.	\$10,000	(+) \$2,601.00	12,601.00

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

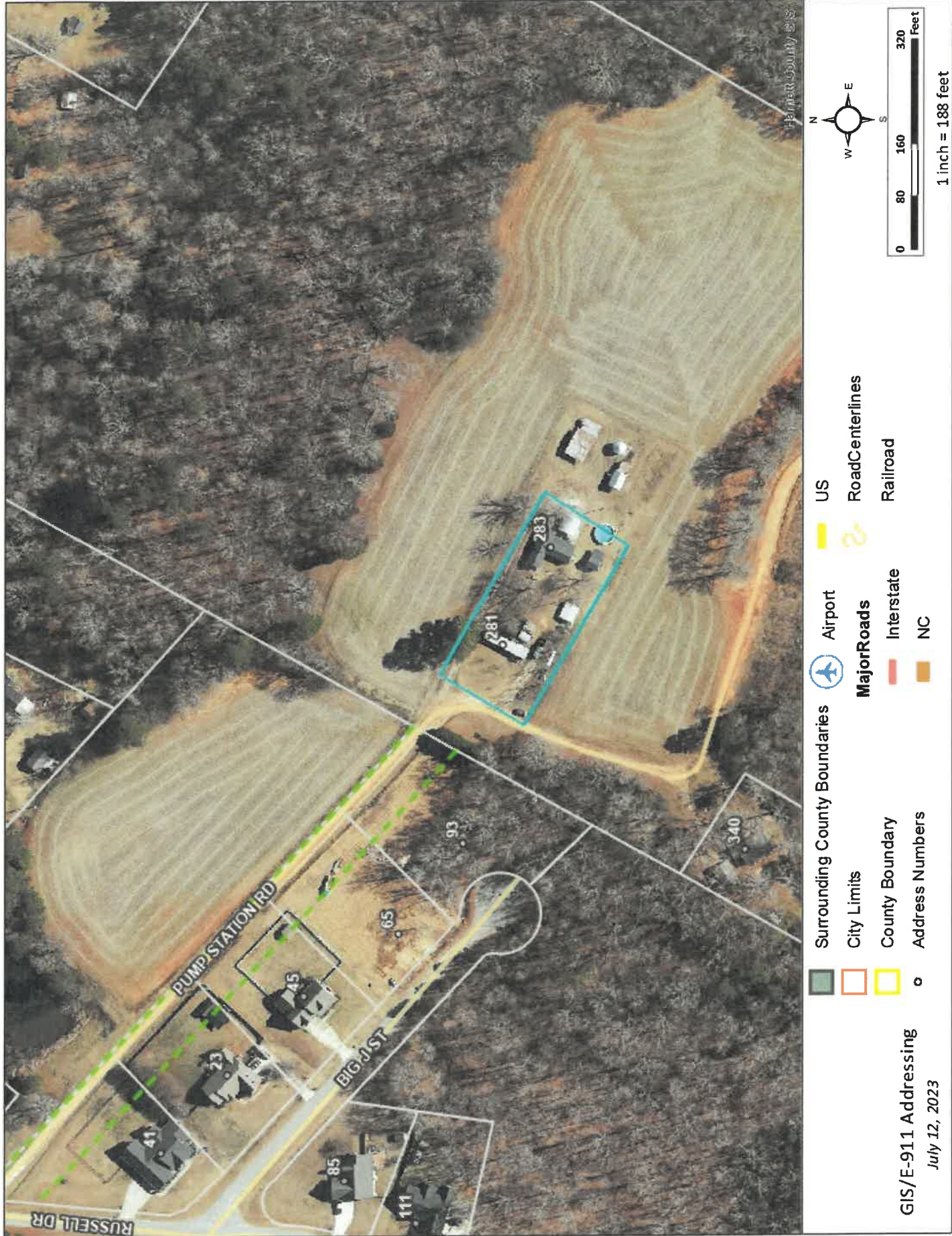
Adopted this 2nd day of November 2023.

Randy L. Baker, Mayor

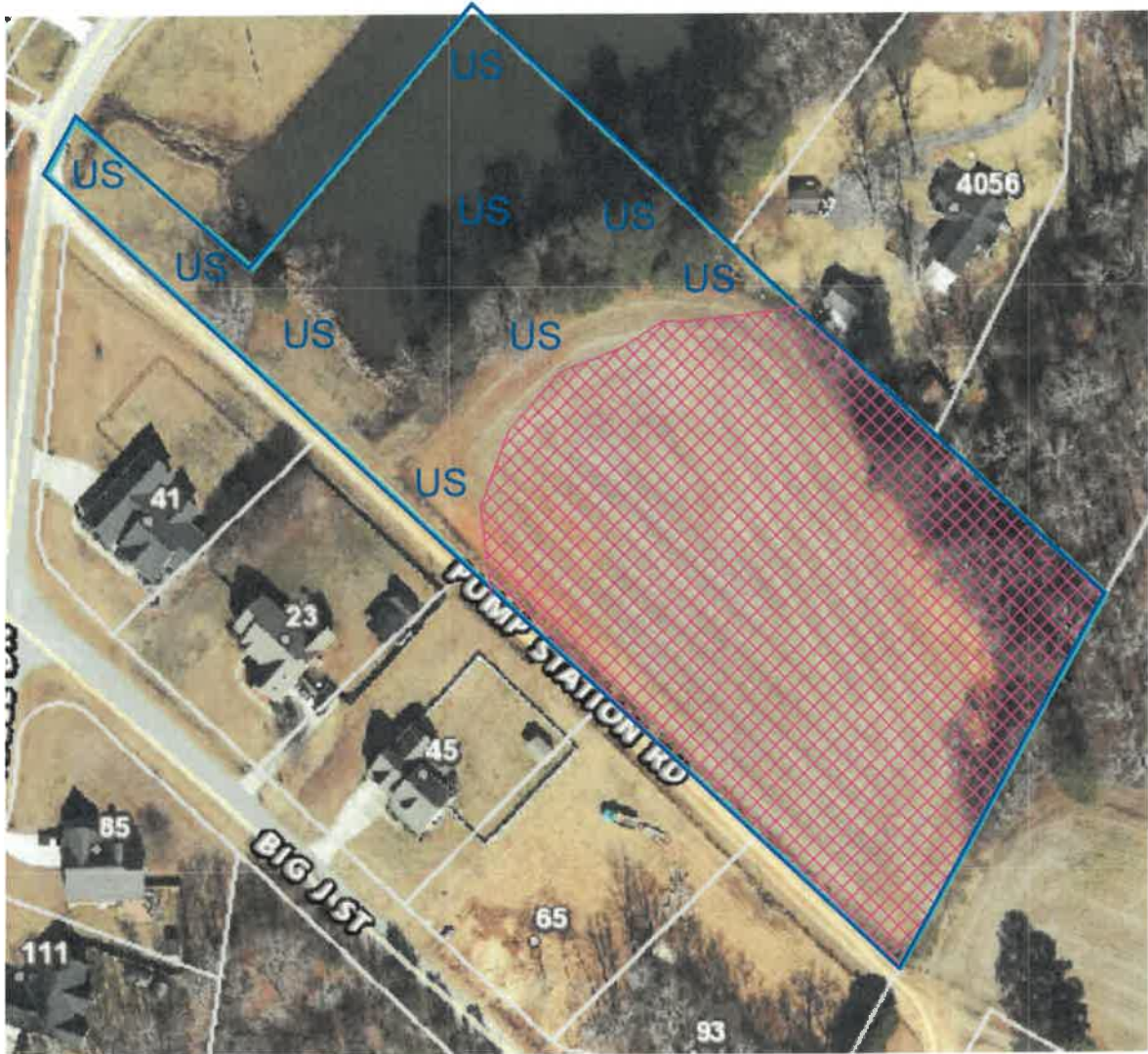
ATTEST:

Lauren Evans, Town Clerk


Harnett GIS



Preliminary Soils Evaluation
 ~4.37 acres
 Pump Station Road - Harnett county



Legend

 Areas contain soils with 30 inches or more of useable material and have potential for conventional, modified conventional, LPP or ultra-shallow conventional septic systems. There may be inclusion of soils 24-29 inches to a restrictive horizon that will have potential for LPP septic systems.

US Unsuitable Areas or Areas Not Evaluated

*Not a Survey
 (sketched from public records)

- *Preliminary Soils Evaluation
- *Not a Survey (sketched from public records).
- *Septic system setbacks listed below for new lots.
 - 1) 10' from property lines.
 - 2) 100' from wells for primary and repair systems.
 - 3) 50' from surface waters (streams, ponds, lakes).
- *Any mechanical disturbances such as grading, cutting and filling of the suitable soil areas can render areas unsuitable for future septic areas.
- *See accompanying report for additional information.
- *Base map sketched from preliminary plat map
- *Due to Soil Variability, Adams Soil Consulting cannot guarantee that the areas shown as suitable will be permitted by the local Health Department.
- *A more detailed soil evaluation should be performed prior to further subdivision.

1" = 125'



Adams
 Soil Consulting
 919-414-6761
 Project #1446

Harnett GIS



Surrounding County Boundaries
 City Limits
 County Boundary
 Address Numbers

Airport
 Major Roads
 Interstate
 NC
 US

Road Centerlines
 Railroad
 Parcels
 Cape Fear River
 Blue Line Streams

North Arrow
 Scale Bar
 0 165 330 660 Feet
 1 inch = 376 feet

GIS/E-911 Addressing
 June 12, 2023

NOT FOR LEGAL USE.

Prepared By: Lynn A. Matthews
Matthews Law Group, P.C.
1103 W Cumberland Street
Dunn, NC 28334

NORTH CAROLINA

ROAD MAINTENANCE AGREEMENT

HARNETT COUNTY

THIS AGREEMENT is made this the ___ day of October, 2023, by **JSJ PROPERTY SERVICES, LLC** of Harnett County, North Carolina, hereinafter referred to as "Owner";

WITNESSETH:

WHEREAS, the Owner holds title to a certain tract of land as recorded in Deed Book 4156, Page 501 and as shown on that Map recorded in Map Number 2023, Page _____, Harnett County Registry. Said lots are adjacent to that 60' foot private drive identified as Pump Station Road, Erwin, Harnett County, North Carolina, which private drive is shown on that duly recorded map recorded in Map Book 2023, Page _____, Harnett County Registry (the "Private Drive" or "Private Road").

IT IS MUTUALLY AGREED as follows:

1. Said Roadway shall be maintained by the Owner and its successors in title to the properties described in the preambles until such time as the State of North Carolina agrees to take over and maintain the streets within the subdivision.

2. The undersigned Owner agrees that it is its intention to maintain said Roadway as a private roadway for the mutual use and benefit of the Owner and its successors in title.

3. In furtherance of the mutual objective, the undersigned hereby agrees to the obligations herein set forth, as running with the land, and binding on it, its successors and assigns.

4. The Owner and its successors in title agree to be responsible for their pro rata share of the annual cost of maintaining said private roadway in a fashion suitable for vehicular traffic and in as good as condition as presently exists on said Roadway.

5. In the event Owner sells any or all of the lots, then the successors in title shall be equally responsible for the annual cost of maintaining said private roadway in a fashion suitable for vehicular traffic and in as good as condition as presently exists on said Roadway.

IN WITNESS WHEREOF the undersigned owners have set their hand and seal the day and year first above written.

JSJ PROPERTY SERVICES, LLC

By:

Tracy L. Johnson, Manager

NORTH CAROLINA

HARNETT COUNTY

I, _____, a Notary Public, do hereby certify that **Tracy L. Johnson, Manager of JSJ Property Services LLC** a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of said company.

Witness my hand and seal this ____ day of October, 2023.

Notary Public
My Commission Expires: _____

MINUTES CONTINUED FROM OCTOBER 23, 2023

LED Signs Text Amendment

Town Manager Snow Bowden stated this text amendment would allow LED signs in our CB-Central Business Zoning District. They were only allowed in B-2 churches, schools, community centers, and other public institutional uses.

Commissioner Blackmon stated to include B-1 Neighborhood Business as well.

The consensus of the Board was to hold a Public Hearing on this item at our Regularly Scheduled Meeting in November.

Subdivision Text Amendment

Town Manager Snow Bowden stated Town Staff proposed changing what defines a Minor Subdivision. In our Ordinance, a Minor Subdivision was defined as anything that created three or less lots on a town-maintained or state-maintained road without the need for infrastructure or extension. This text amendment would change that definition from three lots to ten lots on a town-maintained road. The three lots will stay the same for a state-maintained road.

The consensus of the Board was to hold a Public Hearing on this item at our Regularly Scheduled Meeting in November.

Retail Strategies

Town Manager Snow Bowden stated Retail Strategies was an economic development firm out of Birmingham, Alabama. They have recently been hired by Harnett County to research and provide them with an economic development plan. They do a lot of good work and he had wanted to bring them to Erwin for a long time. He stated to hire them individually, it would be \$50,000 but if we hire them while they were working in Harnett County it would be \$25,000. They look at your Town, print a Market Report, they would show us what we could improve, and put a plan together. He felt it would be a good use of our funds. He could not promise the Board that if we hired this firm, we would get a Chick-fil-A.

Commissioner Blackmon stated basically, they would come in and tell us that we need to be recruiting, but they wouldn't do the recruiting for us. He wasn't sure it was worth the \$25,000 for them to come and tell us what we already knew. If the firm did the recruiting for us, that would be different.

Commissioner Byrd stated he was on the fence.

Commissioner Nelson stated that was a lot of money if they were not going to help us recruit.

Commissioner Blackmon stated we could be more proactive and get the information ourselves.

The consensus of the Board was to instruct Town Manager Snow Bowden to get more information and a better understanding of their services and bring it back to the Board.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 23, 2023

Subject: LED Signs Text Amendment

Town Staff has prepared a proposed text amendment to our subdivision memo. At the moment, any subdivision that creates three (3) or more lots is automatically considered a major subdivision. If you have to extend any infrastructure (ie. water and/or sewer lines) or build a new road the proposed subdivision automatically becomes a major subdivision. Minor subdivisions are considered subdivisions that are three (3) lots or less that front a town-maintained or state-maintained road. This proposed text amendment would allow for the creation of ten (10) lots if they all front a town-maintained road. The proposed text amendment does not increase the number of lots for any roads that front a North Carolina Department of Transportation (NCDOT) road. The reasoning behind this is in order to connect a driveway to an NCDOT road you have to obtain an NCDOT driveway permit. NCDOT has been requiring shared driveways as of late. I think we can address this when we start looking at our entire Town Code update.

Current language:

Changeable copy, electronic reader board, and LED signs are permitted only in the B-2 Highway Business Zoning District and for churches, schools, community centers, and other public institutional uses under the following conditions:

- a. If changeable copy, electronic reader board, or LED (also referred to as "electronic display") signs are utilized as a part of a permitted freestanding sign, then the total electronic display area of such freestanding sign shall be a minimum of 30 percent and a maximum of 50 percent changeable copy, electronic reader board, or LED signage.
- b. Electronic reader board or LED signs that display anything other than the time and temperature shall not change messages or images more often than every ten seconds.
- c. Electronic display signs shall be comparable in composition, durability, and workmanship to the existing sign.
- d. Display lighting shall be shielded, or dimmed so as to prevent direct rays of light from being cast into a residential area or district and/or vehicles approaching on a public right-of-way from any direction.

Recommended change

Changeable copy, electronic reader board, and LED signs are permitted ~~only~~ in the B-2 Highway Business Zoning District, **Central Business District (CB) and**, for churches, schools, community centers, and other public institutional uses under the following conditions:

- a. If changeable copy, electronic reader board, or LED (also referred to as "electronic display") signs are utilized as a part of a permitted freestanding sign, then the total electronic display area of such freestanding sign shall be a minimum of 30 percent and a maximum of 50 percent changeable copy, electronic reader board, or LED signage.
- b. Electronic reader board or LED signs that display anything other than the time and temperature shall not change messages or images more often than every ten seconds.
- c. Electronic display signs shall be comparable in composition, durability, and workmanship to the existing sign.
- d. Display lighting shall be shielded, or dimmed so as to prevent direct rays of light from being cast into a residential area or district and/or vehicles approaching on a public right-of-way from any direction.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 23, 2023

Subject: Subdivision Text Amendment

Town Staff has prepared a proposed text amendment to our subdivision memo. At the moment, any subdivision that creates three (3) or more lots is automatically considered a major subdivision. If you have to extend any infrastructure (ie. water and/or sewer lines) or build a new road the proposed subdivision automatically becomes a major subdivision. Minor subdivisions are considered subdivisions that are three (3) lots or less that front a town-maintained or state-maintained road. This proposed text amendment would allow for the creation of ten (10) lots if they all front a town-maintained road. The proposed text amendment does not increase the number of lots for any roads that front a North Carolina Department of Transportation (NCDOT) road. The reasoning behind this is in order to connect a driveway to an NCDOT road you have to obtain an NCDOT driveway permit. NCDOT has been requiring shared driveways as of late. I think we can address this when we start looking at our entire Town Code update.

Sec. 30-75. Procedure for review of major or minor subdivisions.

- (a) All subdivisions shall be considered major subdivisions except those defined as minor subdivisions in this section. Major subdivisions shall be reviewed in accordance with the procedures in sections 30-77 through 30-80. Minor subdivisions shall be reviewed in accordance with the provisions in section 30-76.
- (b) A minor subdivision is defined as one involving no new public or private streets or roads, or right-of-way dedication, and no utility extension.
- (c) Minor subdivisions shall be further defined as:
 - (1) Any subdivision which creates a maximum of three lots ten lots each of which front on a state- or ~~town-maintained~~ road; or ten lots each of which front a town maintained road.
 - (2) Any subdivision which allows a maximum of three lots to be created on a 50-foot easement abutting a state- or town-maintained road which meets the following requirements:
 - a. Each lot shall meet the minimum zoning requirements in regards to lot size, use and frontage at time of the subdivision.
 - b. An easement cannot be created off of an existing easement or privately maintained road. In addition, all new easements must have a road maintenance agreement approved and recorded alongside the subdivision plat.
 - c. Easements must be no longer than 1,000 feet in length total.
 - d. Accessways for minor subdivisions which allow more than one lot to be created on any easement, shall be required to meet the following road construction standards:
 - 1. There shall be an access travel way width of a minimum of 20 feet.
 - 2. The travel way shall extend the entire length of the easement.
 - 3. The travel way shall be clear of all obstruction and debris.
 - 4. The travel way shall be compacted and layered with three inches of aggregate base course or improved according to the NCDOT Subdivision Manual, latest edition.

(Code 1977, § 9-3027; Ord. of 2-3-1994; Amd. of 5-7-2009; Amd. of 2-3-2011)

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 23, 2023

Subject: Retail Strategies

Harnett County has hired a company called Retail Strategies to help with their economic development efforts. The Harnett County Deputy County Manager Coley Price was able to work out a deal for the municipalities in Harnett County if they wish to hire Retail Strategies as well. I have wanted to present the idea of using Retail Strategies to all of you for a long time now but I felt like the initial up-front costs were too much to burden. Due to the fact that they are already going to be in Harnett County, they are offering their services for \$25,000 which is half of what it usually is.

Retail Strategies will review data from the area and they will be able to see how much money we lose to other regions in leakage and how much money we bring in from other areas. I have seen the data on how far people travel to come to the Lowe's in Erwin and it is pretty impressive. Retail Strategies uses this data on top of our existing demographic data to hopefully help us recruit other retail establishments. I feel like with our updated Land Use Plan and the upcoming revisions to our Town Code now is a good time to bring Retail Strategies on board. Some of their success stories start on page 5 of the proposal. I feel like I have to point this out, we can work towards trying to get a Chick-fil-A but if we hire Retail Strategies I cannot guarantee we would be able to recruit a Chick-fil-A.

Attachments:

- Quote from Retail Strategies

RECRUITMENT AND CONSULTING SERVICES

Presented to:

Snow Bowden, Town Manager

Town of Erwin, North Carolina

October 23, 2023

Lacey Bacchus

[205] 540-4095 | lbacchus@retailstrategies.com

retailstrategies.com



retail strategies



Retail Recruitment is Economic Development

Retail Recruitment

Retail Strategies dedicates Commercial Real Estate Professionals to your community to perform the heavy lifting of retail, restaurant and hospitality recruitment.

We leverage our extensive real estate experience and industry connections to position your community in front of expanding businesses and developers.

Extending Your Team

Retail Recruitment is a complex, time-intensive effort.

Acting as an extension of your team, we are built to scale so that we can connect with all parties locally and nationally to position your market for success.



"I've worked with retail consultants before, and they helped with demographics and statistics, but it was nothing like the partnership we have with Retail Strategies. I have a team of experienced retail recruiters who assist us with the things we are unable to do. It's like having another whole department in our office."



Carolyn Gibson,
Executive Director,
El Campo, Texas

Beyond Data Active Recruitment



Real Estate Analysis

Finding the right site is critical. Every retail site in your market will be cataloged - shopping centers with vacancies, land ready for development, and underutilized retail space will be assessed by a licensed real estate professional.

Market Analysis

The first step is to understand who your consumers are and where they live. Using mobile data and other datasets, we uncover where people are shopping and eating and their buying power. We will uncover who much money is leaking out of your community each year on retail sales.

Creating a Strategy Unique to Your Community

Based on your market analysis and real estate assets, we develop a Retail Recruitment Strategy with specific restaurant, grocery, home improvement, entertainment, franchise and hospitality targets.

National Recruitment and Representation

Your community will have a dedicated team implementing the Retail Recruitment Strategy by connecting with retailers, brokers, property owners, developers, tenant reps, and other industry players to get new businesses open in your market.

DISCOVER

You are investing in your community.

- Retail GAP Analysis/Leakage
- Peer Community Analysis
- Mobile Data Collection
- Real Estate Analysis
- Retail Strategy & Prospects
- Market Guide

CONNECT

Your community's story is heard.

- Boots on the Ground
- Conference Representation
- National Representation
- Retailer Outreach
- Developer Outreach
- Property Owner Outreach

ADVANCE

Your team is extended.

- Ongoing Retail Recruitment
- Reporting to City Leaders
- Feedback from Retailers
- Real Estate Advisor
- Community Development

RETAIL STRATEGIES

Investment

We appreciate the opportunity to work with the Town of Erwin!

Return on Investment

Our services will help reduce retail leakage, pay a return in sales taxes, add and save jobs, increase property taxes, and add businesses that enhance your community.

Service	Annual Investment
Retail Recruitment Consulting	\$25,000*
<i>Valid for 60 days.</i>	

* The Consulting Fee structure of this Agreement is provided at a discounted rate due to our current engagement with Harnett County, North Carolina. If the Agreement with Harnett County, North Carolina is terminated for any reason, the discounted Consulting Fee for the Town of Erwin will expire upon its next contract period. The new Consulting Fee for the next contract period would be \$40,000 annually.

Retail Strategies' agreements are defined prices for three years of services. The Client will have the option to extend or discontinue the agreement each year and is not locked in for multiple years of service.

Real estate deals take up to 18-36 months on average and the seeds we plant in year 1 often cannot come to fruition until year 2 or 3.

The total fee for completion of work is due upon execution of agreement. Project fees are due within 30 days of receipt of the invoice.

Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work. One trip to Client is included in pricing. Any additional travel will be approved by the Client (not to exceed \$1,000 per trip).

American Rescue Plan

Our services are eligible uses of the American Rescue Plan Act (ARPA) funds that the Town is receiving and are an investment back into the community.

RETAIL STRATEGIES

Success Stories

North Carolina Statewide Economic Impact

- Estimated \$5M Annual Sales Tax Collections
- 1800+ Full And Part-Time Jobs
- 90+ New Businesses

ALBEMARLE, NC

\$23.4M Annual Sales and **\$468,980** County Retention. **185 jobs** from Dickey’s BBQ, East Coast Wings and Grill, Farmer’s Furniture, Hwy 55, Ollie’s Bargain Outlet, Petsmart, Chick-fil-a, Verizon and Roses Express.



LUMBERTON, NC

\$15.3M Annual Sales and **\$306,840** County Retention. **145 jobs** from Jimmy John’s, Mattress Firm, Panera Bread, PetSense, Popeyes, Hobby Lobby and Ollies Bargain Outlet.



LAURINBURG, NC

\$5.7M Annual Sales and **\$113,120** County Retention. **75 jobs** from Chick-fil-a and Hardee’s.



SHELBY, NC

\$61.8M Annual Sales and **\$1.2M** County Retention. **125 jobs** from Checkers, Firehouse Subs, Jimmy Johns, Great Clips, Bargain Hunt, Ingles and Lidl.



WAKE FOREST, NC

\$21.7M Annual Sales and **\$435,240** County Retention. **167 jobs** from Chipotle, AT&T, Which Wich, BurgerIM, Firehouse Subs, Culver’s, Kay Jewelers, Tropical Smoothie Café, First Watch, Chronic Tacos and Freddy’s Frozen Custard.



RETAIL STRATEGIES

Success Stories

GREENVILLE, NC

\$41.8M Annual Sales and **\$296,060** in County Retention. **298 jobs** from Bad Daddy’s Burger Bar, Dunkin, Jack Brown’s Beer and Burger, Tropical Smoothie Café, Marshall’s, Sola Salon, Publix and Orange Theory Fitness.



WILSON, NC

\$9.4M Annual Sales and **\$189,860** County Retention. **102 jobs** from Dominos, Farmer’s Furniture, Harris Teeter Gas, Jimmy Johns, Sam’s Carwash, Smithfield’s Chicken ‘N Bar-B-Q and Wendy’s.



LEXINGTON, NC

\$8M Annual Sales and **\$160,100** County Retention. **79 jobs** from Marco’s Pizza, PetSmart, Chick-Fil-A and Planet Fitness.



MORGANTON, NC

\$31.4M Annual Sales and **\$629,500** County Retention. **85 Jobs** from Rural King, Buffalo Wild Wings, Food Matters and Workout Anytime.



MINUTES CONTINUED FROM OCTOBER 23, 2023

FAMPO

Town Manager Snow Bowden stated he received an update from FAMPO and he provided the Board with a presentation to take home and look over the facts. If everyone were to join FAMPO as discussed, our proposed dues would be \$2,181. He also included a draft of the MOU that FAMPO currently had with Cumberland County which was members.

The FAMPO presentation was part of these minutes as an attachment.

Repairs to Public Works Leaf Truck

Town Manager Snow Bowden asked if the Board saw fit, to approve a budget amendment of \$26,561 to complete repairs for our old Public Works leaf truck. He felt it would be worthwhile to have two leaf trucks running so that we could rely on ourselves.

The consensus of the Board was to place this item under Consent on the agenda for our Regularly Scheduled Meeting in November.

MANAGER'S REPORT

Town Manager Snow Bowden stated the State of North Carolina reached out to him about the \$500,000 grant we received for the Storm Water Management Plan. Town Engineer Bill Dreitzler will be meeting with him to discuss their next steps. They did not know the details of the grant yet. He hoped to have an update on the matter at our November Workshop. Our goal was to have our website up and running soon. We were waiting for some administrative work to be completed by the company that hosts the website. He thanked Town Clerk Lauren Evans for all her hard work on this project. It had been extremely busy at Town Hall the last few months. This month's workshop was a quick turnaround from this month's meeting and he hoped to have quotes at our November Workshop for the updates to our Town Code and the overlay district. At our Planning Board in November, he planned to present a proposed text amendment to lower the speed limits around Erwin Elementary. He had spoken with our RPO, Mid Carolina, about applying for a grant for sidewalks. He stated Staff planned to put out proposals for a Pay Study and ADA Transition Plan and discuss these topics at our November Workshop. He would get the ball rolling with the Community Building and Depot. Auditors were in the office the same week and were conducting our Audit for FY 2022-2023. The following week we would have our kick-off meeting with the CORE program at Town Hall starting at noon. The following Monday, he would be attending a meeting in Lillington regarding greenways and a comprehensive land use plan stakeholder meeting for Harnett County. He introduced our new Town Planner, Dylan Eure, to the Board. He reminded the Board that on Friday, October 27th, there would be a concert, Jim Quick and Coastline Band, on the Mill Lawn starting at 6 PM.

ATTORNEY'S REPORT

Town Attorney Tim Morris stated Jim Quick and Coastline Band were a great band.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 23, 2023

Subject: FAMPO

I attended a follow-up meeting today regarding the planned Fayetteville Metropolitan Planning Organization (FAMPO) expansion. I have included the slides from the presentation and their current memorandum of understanding (MOU) between the current members. Of course, this would have to be amended to include any new members and some other changes.

The proposed changes to the FAMPO structure still need to be approved. I would estimate our dues would be \$2,181 to be a member of FAMPO based on the current information that I have. During our meeting today, they brought up the voting structure of FAMPO. As you would imagine Fayetteville has the largest population compared to all of the other FAMPO members. At the moment, FAMPO uses the Hybrid Voting mode (page 18 in the slide packet). Basically, the City of Fayetteville has two voting members. During the conversation, the consultants brought up using a weighted system for voting (also page 18 in the slide packet). If they went to this method, most of the projects would skew toward Fayetteville.

During the meeting, there seemed to be some overall confusion regarding organizations that might want to join compared to organizations that are not interested in joining. One more item that I want to make sure that all of you understand is that the FAMPO organization is housed in a Cumberland County Office. FAMPO employees are also Cumberland County employees. This is how the structure of MPO's and RPO's are set up. As I mentioned, the last time we discussed this some MPO's and RPO's are housed in a county government setting, and some are set up in the regional council of governments. There is a board that is made up of voting FAMPO members who vote on the decisions that the MPO has to make.

FAMPO Boundary Assessment

Workshop #2



October 23, 2023

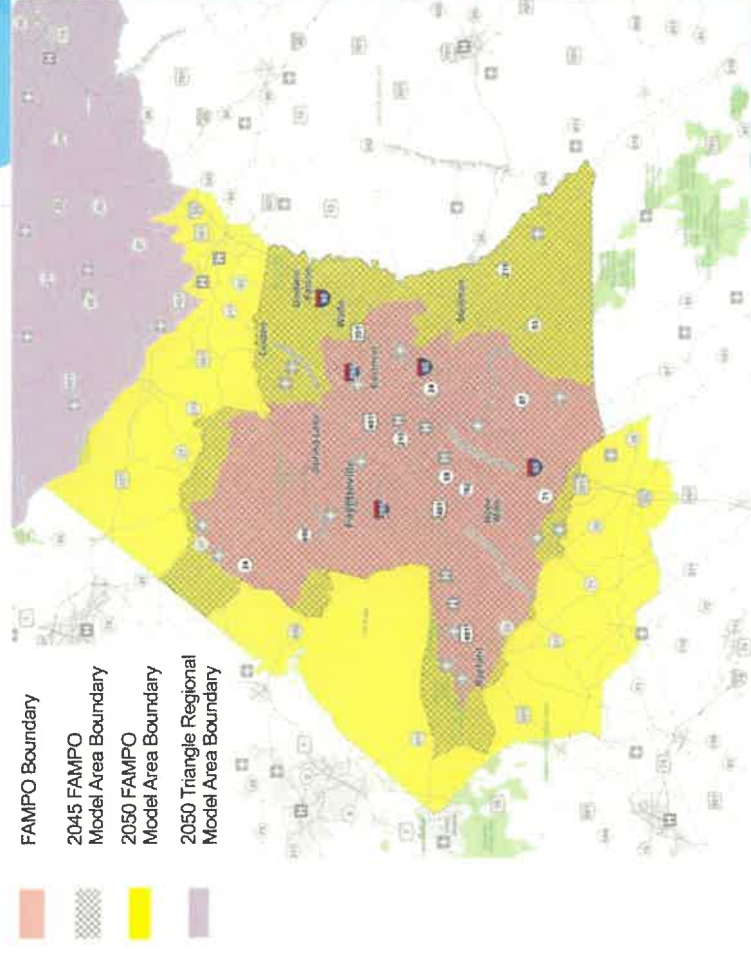
Agenda

- Project Recap
- Proposed new FAMPO Boundary
- Contributions to Local Funding Match
- FAMPO Governing Bodies
- TAC Voting Structure
- Memorandum of Understanding Updates
- Next Steps

Project Recap

The FAMPO 2050 travel demand model recently expanded to include all of Cumberland and Hoke Counties, a majority of Harnett County, and portions of Robeson and Moore Counties.

- The assessment included:
 - Expansion to match travel demand model boundary
 - Incorporating only interested jurisdictions within the travel demand model
 - No expansion



Metropolitan Planning Organization (MPO) Boundary Requirements

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

Work Completed

- Policy Review
 - State and Federal requirements
 - FAMPO long-range planning documents
 - 2021 FAMPO Memorandum of Understanding and subsequent updates
 - Case studies in interagency collaboration
- Agency Workshop
 - August 7, 2023
 - FAMPO, NCDOT, Fort Liberty, all current and prospective member jurisdictions

Work Completed

- Alternatives Assessment
 - Compile Geographic Information System (GIS) data and prepare study area base mapping
 - Obtain 2020 U.S. Census population data
 - Analyze/summarize the differences between the existing boundary and proposed boundary alternatives
- Review of FAMPO Organizational Structure
 - Memorandum of Understanding
 - Transportation Advisory Committee Bylaws

Work Completed

- Continued discussions
- Cumberland County and local governments
- Harnett county and local governments
- Hoke County
- Moore County
- Mid Carolina RPO
- Robeson County and local governments

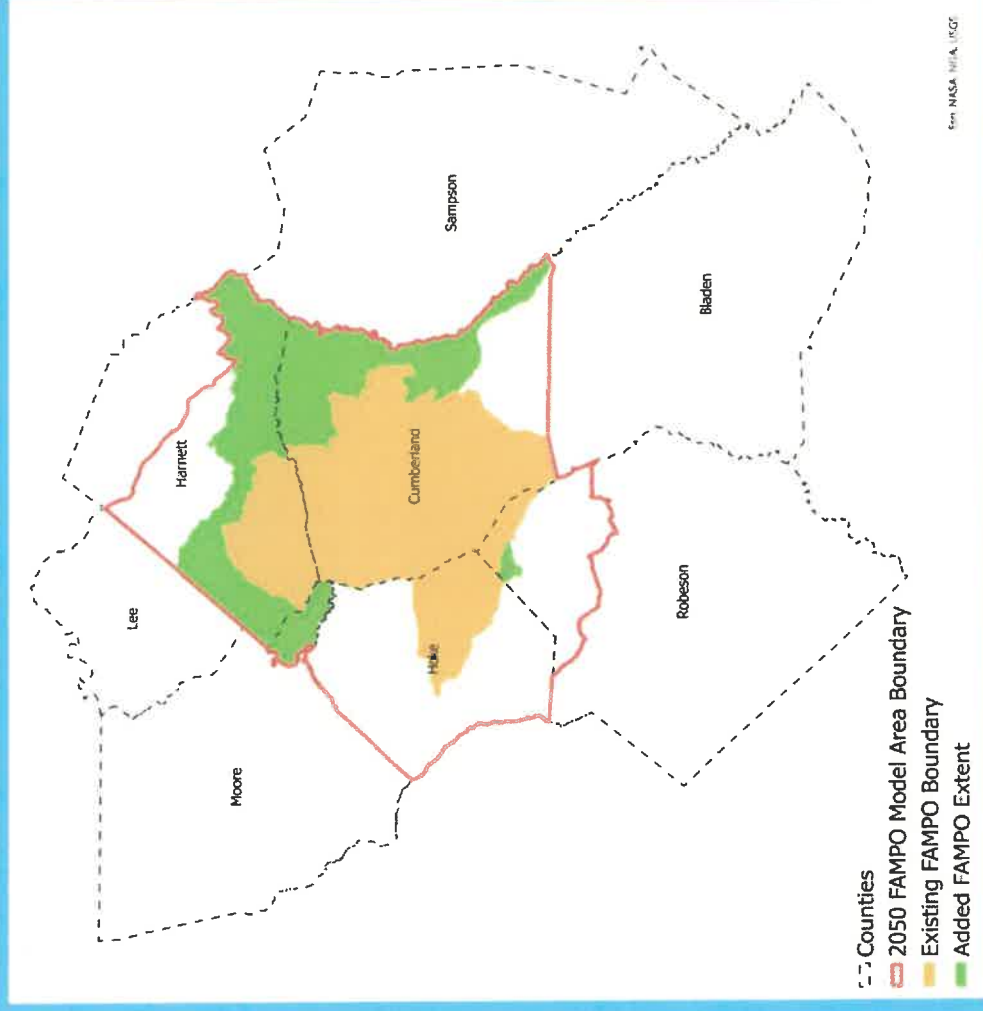


Work Completed

- MPO Membership and Governing Structure
 - Review of governance of MPOs within North Carolina and Nationally
 - Draft models of FAMPO member jurisdiction dues and voting structure
- Memorandum of Understanding
 - Draft updates to FAMPO MOU with new member jurisdictions

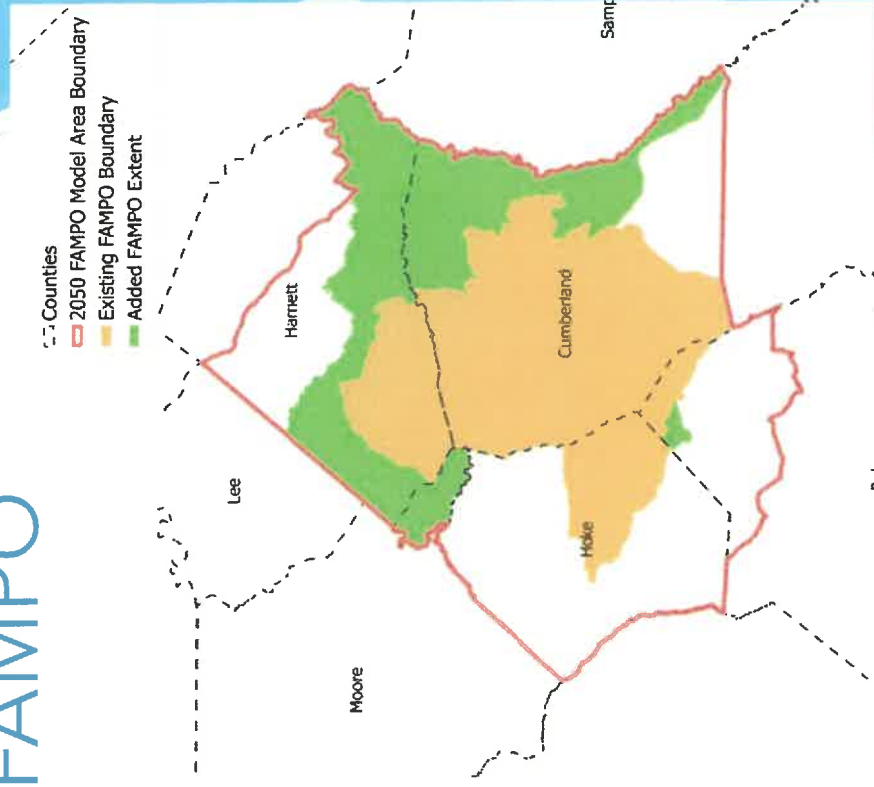
Analysis

- Examined area between existing FAMPO boundary and 2050 travel demand model area
- Divided into three "regions":
 - North - Harnett
 - East - Cumberland
 - South - Robeson/Hoke
- Focused on data to evaluate population and employment gain, political boundaries, and current and proposed transportation projects
- Gathered feedback from current and prospective FAMPO member jurisdictions
- Adjusted proposed boundary to reflect interested agencies



Proposed Expanded FAMPO Boundary

- Cumberland County
 - Stedman
 - Godwin
 - Linden
 - Wade
 - Falcon
- Harnett County
 - Dunn
 - Erwin
- Moore County
 - No local municipalities
- Robeson County
 - Lumber Bridge



Current FAMPO Member Jurisdiction Makeup

Unincorporated Counties and Fort Liberty

- Cumberland County
- Harnett County
- Hoke County
- Robeson County
- Fort Liberty

Municipalities

- Fayetteville
- Hope Mills
- Spring Lake
- Eastover
- Parkton
- Raeford

Proposed FAMPO Member Jurisdiction Makeup

Unincorporated Counties and Fort Liberty

- **Cumberland County - 85,098, 19%**
- **Harnett County - 65,715, 14%**
- **Hoke County - 35,238, 8%**
- **Moore County - 4,681, 1%**
- **Robeson County - 1,207, <1%**
- **Fort Liberty**

Municipalities

- **Fayetteville - 208,501, 45%**
- **Hope Mills - 17,808, 4%**
- **Spring Lake - 11,660, 2.5%**
- **Eastover - 3,656, <1%**
- **Stedman - 1,277, <1%**
- **Wade - 368, <1%**
- **Falcon - 324, <1%**
- **Linden - 136, <1%**
- **Godwin - 128, <1%**
- **Dunn - 8,446, 2%**
- **Erwin - 4,542, 1%**
- **Raeford - 4,559, 1%**
- **Parkton - 504, <1%**
- **Lumber Bridge - 82, <1%**

Member Jurisdiction population and percent of FAMPO Boundary total population

Proposed FAMPO Member Jurisdiction Dues

Current fiscal year local match: **\$217,900**

Member Jurisdiction dues estimated as:

$$\frac{\text{Member Jurisdiction Population}^*}{\text{FAMPO Total Population}^*} \times \text{Current fiscal year local match}$$

*As of 2020 U.S. Census

Member Jurisdictions with a population <4,500 would be exempt from paying dues, and the proportionate share of dues for other Member Jurisdictions would be adjusted accordingly

Possible Exemptions (Population < 4,500)

- Eastover - 3,656*
- Stedman - 1,277
- Wade - 368
- Falcon - 324
- Linden - 136
- Godwin - 128
- Parkton - 504*
- Lumber Bridge - 82
- Robeson County - 1,289*

Each Member Jurisdiction can
request to waive the exemption

*Current Voting Member

FAMPO Governing Bodies

- Transportation Advisory Committee (TAC)
 - The TAC is the governing board for the MPO
 - FAMPO TAC currently meets bi-monthly on the 4th Wednesday of the month
 - Comprised of:
 - Elected officials from member jurisdictions
 - North Carolina Board of Transportation, Divisions 6 and 8
 - Federal Highway Administration, NC Division
 - Federal Transit Administration, Region 4
 - Local transit operator, FAST

FAMPO Governing Bodies

- Technical Coordinating Committee (TCC)
 - The TCC provides technical recommendations and advisory to TAC
 - FAMPO TCC currently meets bi-monthly on the 2nd Wednesday of the month
 - Comprised of:
 - Staff and subject matter experts from FAMPO member jurisdictions
 - Staff and subject matter experts from stakeholder agencies
 - Neighboring Rural Planning Organizations and Council of Governments
 - Fayetteville Regional Airport
 - NCDOT
 - Fayetteville State University
 - Federal Transit Administration, Region 4

Current Transportation Advisory Committee (TAC) Voting Structure

- 16 members:
 - Cumberland County
 - Robeson County
 - Harnett County
 - Hoke County
 - City of Raeford
 - Town of Spring Lake
 - City of Fayetteville (2 members)
 - Fort Liberty
 - Town of Eastover
 - Town of Parkton
 - Town of Hope Mills
 - NCDOT Division 6
 - NCDOT Division 8
 - Federal Highway Administration (non-voting)
 - Federal Transit Administration (non-voting)

Possible Transportation Advisory Committee (TAC) Voting Structures

- Weighted Voting
 - Every voting member organization receives one vote that carries a weight in proportion to their percent of the FAMPO population
- Non-Weighted Voting
 - Every voting member organization receives one vote which all carry the same weight
- Hybrid Voting
 - Every voting member carries the same weight, however member organizations with a higher percentage of the FAMPO population have an increased number of voting members

Weighted Voting

- Each voting member organization receives one vote
- The vote that carries a weight in proportion to their percentage of the FAMPO population
- NCDOT members would receive a weighted vote corresponding to the population represented in their Division
- Exempt member organizations (self-identified with a population less than 4,500) receive no vote and do not contribute to the local match of the PL funds
- Exempt member organizations are still members of the TAC, and their presence is included in the count required for quorum

Non-Weighted Voting

- Each voting member organization receives one vote
- The voting member's vote carries the same weight as all other votes
- Exempt member organizations (self-identified with a population less than 4,500) receive no vote and do not contribute to the local match of the PL funds
- Exempt member organizations are still members of the TAC, and their presence is included in the count required for quorum

Hybrid Voting

- All voting members receive one vote
- Member organizations receive multiple voting members based on population or percentage of FAMPO population
- Exempt member organizations (self-identified with a population less than 4,500) receive no vote and do not contribute to the local match of the PL funds
- Exempt member organizations are still members of the TAC, and their presence is included in the count required for quorum

Memorandum of Understanding

Purpose of MOU

- Establishes the framework on how an MPO operates
- Defines roles and responsibilities for reach member organization
- Defines the roles of the Transportation Advisory Committee (TAC) and Technical Coordinating Committee (TCC)
- Establishes the Lead Planning Agency and its duties
- Signed by each member organization, and the Secretary of Transportation on behalf of the governor

Memorandum of Understanding

Proposed Updates

- Establish FAMPO to include new member jurisdictions
- Discontinue the Citizens Advisory Committee
- Update any changes to the voting structure and composition of the TAC and TCC

Next Steps and Project Schedule

- June 2023 - Project initiation
- July 2023 - Base mapping and policy assessment
- August 2023 - Public agency workshop #1 and alternatives identification
- September 2023 - Alternatives assessment
- October 2023 - Public Agency Workshop #2 and Alternative Selection
- October to November - Public Comment Review Period
- November TCC Meeting - Deadline to sign draft FAMPO MOU on November 7, 2023
- November 2023 - Approval of draft MOU at FAMPO TAC Meeting on November 29, 2023
- December 2023 - Final memorandum of understanding and FHWA approval by end of year

Questions / Discussion

- Consider personnel resources and commitment to the MPO planning process (TAC and TCC)
- TAC Voting Structure
 - Weighted, Non-Weighted, Hybrid
 - Possible rotating seat(s) for low population members?
- Share your needs/concerns
- Other discussion



Memorandum of Understanding

*Fayetteville Area
Metropolitan Planning
Organization (FAMPO)*

2021

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

AMONG

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

WITNESSETH:

WHEREAS, certain of the parties hereto have previously entered into a Memorandum of Understanding for cooperative, comprehensive, and continuing transportation planning through the Fayetteville Area Metropolitan Planning Organization (the FAMPO), which agreement was last amended in December 2014 and

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

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

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

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

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

Section 1. Boundary of the Metropolitan Planning Area

The Fayetteville Urban Metropolitan Planning Area consists of the Fayetteville Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. This area is hereinafter referred to as the Metropolitan Planning Area.

Section 2. Planning Responsibility within the Metropolitan Planning Area

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

Section 3. Establishment of the FAMPO

The FAMPO shall be governed by a board of directors which shall be the policy making board for the MPO and shall be constituted as follows:

The voting members of the board of directors of the FAMPO shall consist of the Chief Elected Official, or a single representative appointed by the Chief Elected Official, from the governing boards of each of the General Purpose Local Governments which are parties to this agreement; an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, to represent the Transit Operator for the City of Fayetteville; a representative from the Fort Bragg Military Reservation; a representative from Division Six of the North Carolina Department of Transportation; and a representative from Division Eight of the North Carolina Department of Transportation. In addition, the board of directors of the FAMPO shall include a non-voting representative from the Federal Highway Administration-North Carolina Division, and a non-voting representative from the Federal Transit Administration-Region IV. The members representing the Fort Bragg Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

Section 4. Conduct of Business by the FAMPO Board of Directors

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

Section 5. Role and Responsibilities of the FAMPO

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

- 5.1. Review and approval of the annual transportation Unified Planning Work Program and any subsequent amendments;
- 5.2. Review and approval of the Transportation Improvement Program for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs and any subsequent amendments;

5.3, Review and approval of the Metropolitan Transportation Plan, and subsequent changes thereto, and the Comprehensive Transportation Plan as required by the N.C.G.S. § 136-66.2(d). Revisions in the transportation plans must be jointly approved by the FAMPO board of directors and the North Carolina Department of Transportation;

5.4. Endorsement, review and approval of changes to the Federal Highway Administration Functional Classification System, the Adjusted Urbanized Area Boundary and the Metropolitan Planning Area Boundary;

5.5. Endorsement, review and approval of a Prospectus for Transportation Planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;

5.6. Establishment of goals and objectives for the transportation planning process reflective of and responsive to such comprehensive plans for growth and development in the Metropolitan Planning Area as are adopted by Boards of General Purpose Local Government.

5.7. Approval and distribution of federal funds designated for the Metropolitan Planning Area under the provisions of MAP-21 and any other subsequent transportation funding authorizations.

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

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

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

Voting members, serving *ex-officio*:

City Manager, City of Raeford
County Manager, County of Cumberland
County Manager, County of Hoke
County Manager, County of Robeson
Town Manager, Town of Eastover
Town Manager, Town of Hope Mills
Town Manager, Town of Spring Lake
Director, Cumberland County Planning and Inspections Department
Director, Fayetteville Transit Department

Director, Fayetteville — Cumberland County Parks and Recreation Department
Director, City of Fayetteville, Public Services
Director, Cumberland County Engineering and Infrastructure Department
Director, Fayetteville Regional Airport
Director, City of Fayetteville, Development Services
City Traffic Engineer, City of Fayetteville
Director, Mid Carolina Rural Planning Organization
Planner, Lumber River Rural Planning Organization
Manager, Harnett County Planning Services
Supervisor, Cumberland County Schools Planning Department
Executive Director, Mid-Carolina Council of Governments
Executive Director, Sustainable Sandhills
Assoc. Vice-Chancellor for Facilities Management at Fayetteville State University
Installation Transportation Officer, Fort Bragg Military Reservation
Division Engineer, Division Six, Division of Highways, NCDOT
Division Engineer, Division Eight, Division of Highways, NCDOT
Fayetteville Metropolitan Area Coordinator, Transportation Planning Branch, NCDOT

Voting members, selected by the agency they represent:

Representative of the Fayetteville — Cumberland County Chamber of Commerce;
Representative of Cumberland County Transportation Advisory Board;

Non-voting members, serving *ex officio*:

Director, Public Transportation Division, NCDOT
FHWA-NC Division
Community Planner, Region IV, Federal Transit Administration
Representative of the Directorate of Facilities Engineering, Fort Bragg Military
Reservation

Section 7. Conduct of Business by the TCC

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

Section 8. Role and Responsibilities of the TCC

The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary,

revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

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

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

Section 10. Conduct of Business by the CAC

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

Section 11. The Executive Director

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

Section 12. Role and Responsibilities of the Executive Director

12.1. The Executive Director shall serve *ex officio* as the Secretary of the FAMPO Board of Directors (the TAC), the TCC and the CAC and shall be responsible to arrange the meetings and agendas and maintain the minutes and records of each. In addition, the Executive Director shall prepare the Prospectus, the Unified Planning Work Program the (UPWP), a Transportation Improvement Program in accordance with federal and state regulations and requirements; develop a Transportation Plan in accordance with federal and state regulations; maintain the Transportation Plan; execute the transportation planning process in accordance with federal and state laws and regulations; prepare invoices and progress reports in accordance with federal,

state, and local requirements; structure the public involvement process needed to ensure that the UPWP, Transportation Plan, Transportation Improvement Program, and any transportation conformity determinations meet federal requirements; and consult with the FAMPO Board of Directors, the TCC and the CAC regarding the best approaches to performing the duties listed above.

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

Section 13. Additional Responsibilities of Member Governments

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

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

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

Section 14. Funding and Fiscal Matters

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

14.2. The local match for the Federal Aid planning funds will be determined based on the current federal matching requirements. The signatory General Purpose Local Governments will contribute to the local match requirement based on their percentage of the population within the Metropolitan Planning Area at the most recent decennial census. Only the non-municipal population of those portions of counties located within the Metropolitan Planning Area shall be counted for counties. Member governments may also be asked to contribute additional local funding for projects wholly within their jurisdictional limits.

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

Section 15. Duration of the Agreement

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(Seal)

Pamela J. Megill
Clerk

City of Fayetteville
By [Signature]
Mayor

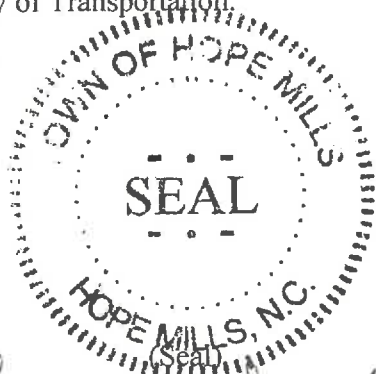
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Clerk

(Seal) 

By 
Town of Eastover
Mayor

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Jane D. Starling
Clerk


Town of Hope Mills
By Jake Warner
Mayor

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(Seal)


Clerk

Town of Parkton

By 
Mayor

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(Seal)

Betty Smith
Clerk

City of Raeford
By John McNeill
Mayor

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Melissa Cornea
Clerk

Town of Spring Lake

By Larry D. Dobbin
Mayor

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Fort Bragg Military Reservation

By Monica A. Stephenson

Director of Public Works on behalf of the Garrison Commander

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(Seal)

Charles V. White
Clerk

County of Cumberland
By Charles Evers
Chairman, Board of Commissioners

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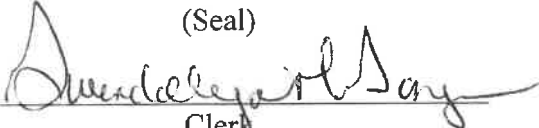


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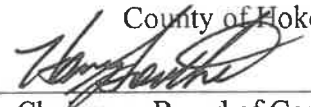
M. Jesse Appo
Clerk

County of Harnett
By W. Brooks Matthews
Chairman, Board of Commissioners

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(Seal)
Clerk

By 

County of Hoke
Chairman, Board of Commissioners

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(Seal)
Jammy Freeman
Clerk

County of Robeson
By *Falene Dial*
Chairman, Board of Commissioners

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North Carolina Department of Transportation

By


Secretary of Transportation

FAMPO

Fayetteville Area Metropolitan Planning Organization

**Historic Courthouse
130 Gillespie Street
Fayetteville, NC 28301**

www.FAMPO.org



Memorandum of Understanding

*Fayetteville Area
Metropolitan Planning
Organization (FAMPO)*

2021

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

AMONG

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

WITNESSETH:

WHEREAS, certain of the parties hereto have previously entered into a Memorandum of Understanding for cooperative, comprehensive, and continuing transportation planning through the Fayetteville Area Metropolitan Planning Organization (the FAMPO), which agreement was last amended in December 2014 and

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

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

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

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

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

Section 1. Boundary of the Metropolitan Planning Area

The Fayetteville Urban Metropolitan Planning Area consists of the Fayetteville Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. This area is hereinafter referred to as the Metropolitan Planning Area.

Section 2. Planning Responsibility within the Metropolitan Planning Area

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

Section 3. Establishment of the FAMPO

The FAMPO shall be governed by a board of directors which shall be the policy making board for the MPO and shall be constituted as follows:

The voting members of the board of directors of the FAMPO shall consist of the Chief Elected Official, or a single representative appointed by the Chief Elected Official, from the governing boards of each of the General Purpose Local Governments which are parties to this agreement; an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, to represent the Transit Operator for the City of Fayetteville; a representative from the Fort Bragg Military Reservation; a representative from Division Six of the North Carolina Department of Transportation; and a representative from Division Eight of the North Carolina Department of Transportation. In addition, the board of directors of the FAMPO shall include a non-voting representative from the Federal Highway Administration-North Carolina Division, and a non-voting representative from the Federal Transit Administration-Region IV. The members representing the Fort Bragg Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

Section 4. Conduct of Business by the FAMPO Board of Directors

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

Section 5. Role and Responsibilities of the FAMPO

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

- 5.1. Review and approval of the annual transportation Unified Planning Work Program and any subsequent amendments;
- 5.2. Review and approval of the Transportation Improvement Program for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs and any subsequent amendments;

5.3, Review and approval of the Metropolitan Transportation Plan, and subsequent changes thereto, and the Comprehensive Transportation Plan as required by the N.C.G.S. § 136-66.2(d). Revisions in the transportation plans must be jointly approved by the FAMPO board of directors and the North Carolina Department of Transportation;

5.4. Endorsement, review and approval of changes to the Federal Highway Administration Functional Classification System, the Adjusted Urbanized Area Boundary and the Metropolitan Planning Area Boundary;

5.5. Endorsement, review and approval of a Prospectus for Transportation Planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;

5.6. Establishment of goals and objectives for the transportation planning process reflective of and responsive to such comprehensive plans for growth and development in the Metropolitan Planning Area as are adopted by Boards of General Purpose Local Government.

5.7. Approval and distribution of federal funds designated for the Metropolitan Planning Area under the provisions of MAP-21 and any other subsequent transportation funding authorizations.

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

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

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

Voting members, serving *ex-officio*:

- City Manager, City of Raeford
- County Manager, County of Cumberland
- County Manager, County of Hoke
- County Manager, County of Robeson
- Town Manager, Town of Eastover
- Town Manager, Town of Hope Mills
- Town Manager, Town of Spring Lake
- Director, Cumberland County Planning and Inspections Department
- Director, Fayetteville Transit Department

Director, Fayetteville — Cumberland County Parks and Recreation Department
Director, City of Fayetteville, Public Services
Director, Cumberland County Engineering and Infrastructure Department
Director, Fayetteville Regional Airport
Director, City of Fayetteville, Development Services
City Traffic Engineer, City of Fayetteville
Director, Mid Carolina Rural Planning Organization
Planner, Lumber River Rural Planning Organization
Manager, Harnett County Planning Services
Supervisor, Cumberland County Schools Planning Department
Executive Director, Mid-Carolina Council of Governments
Executive Director, Sustainable Sandhills
Assoc. Vice-Chancellor for Facilities Management at Fayetteville State University
Installation Transportation Officer, Fort Bragg Military Reservation
Division Engineer, Division Six, Division of Highways, NCDOT
Division Engineer, Division Eight, Division of Highways, NCDOT
Fayetteville Metropolitan Area Coordinator, Transportation Planning Branch, NCDOT

Voting members, selected by the agency they represent:

Representative of the Fayetteville — Cumberland County Chamber of Commerce;
Representative of Cumberland County Transportation Advisory Board;

Non-voting members, serving *ex officio*:

Director, Public Transportation Division, NCDOT
FHWA-NC Division
Community Planner, Region IV, Federal Transit Administration
Representative of the Directorate of Facilities Engineering, Fort Bragg Military
Reservation

Section 7. Conduct of Business by the TCC

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

Section 8. Role and Responsibilities of the TCC

The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary,

revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

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

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

Section 10. Conduct of Business by the CAC

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

Section 11. The Executive Director

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

Section 12. Role and Responsibilities of the Executive Director

12.1. The Executive Director shall serve *ex officio* as the Secretary of the FAMPO Board of Directors (the TAC), the TCC and the CAC and shall be responsible to arrange the meetings and agendas and maintain the minutes and records of each. In addition, the Executive Director shall prepare the Prospectus, the Unified Planning Work Program the (UPWP), a Transportation Improvement Program in accordance with federal and state regulations and requirements; develop a Transportation Plan in accordance with federal and state regulations; maintain the Transportation Plan; execute the transportation planning process in accordance with federal and state laws and regulations; prepare invoices and progress reports in accordance with federal,

state, and local requirements; structure the public involvement process needed to ensure that the UPWP, Transportation Plan, Transportation Improvement Program, and any transportation conformity determinations meet federal requirements; and consult with the FAMPO Board of Directors, the TCC and the CAC regarding the best approaches to performing the duties listed above.

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

Section 13. Additional Responsibilities of Member Governments

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

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

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

Section 14. Funding and Fiscal Matters

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

14.2. The local match for the Federal Aid planning funds will be determined based on the current federal matching requirements. The signatory General Purpose Local Governments will contribute to the local match requirement based on their percentage of the population within the Metropolitan Planning Area at the most recent decennial census. Only the non-municipal population of those portions of counties located within the Metropolitan Planning Area shall be counted for counties. Member governments may also be asked to contribute additional local funding for projects wholly within their jurisdictional limits.

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

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(Seal)

Pamela J. Megill
Clerk

By [Signature]
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Edward S. B.

(Seal)

Clerk



By

Town of Eastover
Charles A. McKeown
Mayor


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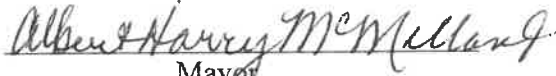


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(Seal)

Clerk

Town of Parkton
By 
Mayor

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(Seal)

Betty Smith
Clerk

City of Raeford
By John McNeill
Mayor

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Melissa Torawa
Clerk

Town of Spring Lake
By Larry D. Dobbin
Mayor

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By Monica A. Stephenson

Director of Public Works on behalf of the Garrison Commander

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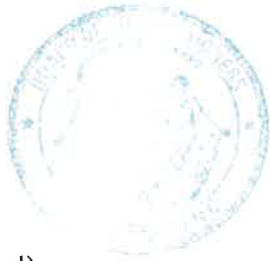


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Cardia Y. White
Clerk

County of Cumberland
By Charles Evers
Chairman, Board of Commissioners

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(Seal)

Margaret Appo
Clerk

County of Harnett
By W. Brooks Matthey
Chairman, Board of Commissioners

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



(Seal)
Clerk

By 

County of Hoke
Chairman, Board of Commissioners

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(Seal)
Jenny Freeman
Clerk

County of Robeson
By *Felice Dial*
Chairman, Board of Commissioners

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

North Carolina Department of Transportation

By  _____
Secretary of Transportation

FAMPO

Fayetteville Area Metropolitan Planning Organization

**Historic Courthouse
130 Gillespie Street
Fayetteville, NC 28301**

www.FAMPO.org

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 23, 2023

Subject: Repairs for Public Works Leaf Truck

The computer and some other equipment in our old leaf truck needs to be upgraded in order to get it up and running again. We currently have our new leaf truck that is working just fine. We would like to get this truck up and running as well. We will need to have a budget amendment approved to cover the expenditure.

Carolina Industrial Equipment, LLC 4315 Taggart Creed Rd. Charlotte, NC 28208
 Phone: 704-588-4522 Fax: 704-588-2592

RO# 27266
 SO# 142875
 Date: 10/20/23

REPAIR ESTIMATE WORKSHEET

Prepared by Orlando Tillock
 Customer: Town of Erwin
 Location: 100 F. Street Erwin, NC 28339
 Phone: 919-586-5620
 Contact: Kelly Giles

Equipment: ODB SCL800SM25
 Serial #: 0407-4678
 Hours: _____
 P.O. #: _____

General description of work to be performed: _____

Part #	Description	Qty.	Price ea.	Total price	# of hours
TCC3003	Harness (Module)	1	\$ 1,134.97	\$ 1,134.97	
TCC.2014C	Harness (Display)	1	\$ 349.21	\$ 349.21	
TCC.2011C	Harness (Engine)	1	\$ 566.88	\$ 566.88	
TCC.2001	Module XA2	1	\$ 5,173.31	\$ 5,173.31	
TCC.2000	IQAN Display	1	\$ 12,529.58	\$ 12,529.58	
STD.3040.B1	E-Stop	1	\$ 48.62	\$ 48.62	
STD.6556	Clutch Actuator	1	\$ 477.59	\$ 477.59	
STD.3000	Remote Circuit Board	1	\$ 487.53	\$ 487.53	
STD.3204	Joystick Harness	1	\$ 232.65	\$ 232.65	
STD.4204	Joystick	1	\$ 2,265.58	\$ 2,265.58	
				\$ -	
				\$ -	
				\$ -	
				\$ -	

Total estimated cost of parts: \$ 23,265.92 + tax
 Total estimated cost of labor per hour: \$165.00 18 \$ 2,970.00 + tax
 Pressure washing cost: \$ _____
 Pick up and delivery cost: \$ _____
 Service call cost: \$ _____
 Approximate shop supplies cost: \$ 250.00
 Estimated Freight Charges: \$ 75.00
 Approximate total cost: \$ 26,560.92

IMPORTANT: This an ESTIMATE based on our best assesment of the condition of your equipment and our experience in repairing similar problems with similar machines. This is NOT a guaranteed price. It is not uncommon to discover hidden problems in the course of a repair. It can also take more time to complete a repair due to unforeseeable circumstances, such as siezed or corroded parts. Parts that we expect to repair may have to be replaced instead (as is sometimes the case with hydraulic motors). If we discover a major additional problem we will contact you for authorization to repair it. If we discover a minor additional problem we may correct it without contacting you first, even though it may increase the total cost of the repair. In all cases we will charge the ACTUAL COST of the repair whether that be higher or lower than the estimate.

The work described above is authorized by: _____ Date _____

MINUTES CONTINUED FROM OCTOBER 23, 2023

GOVERNING COMMENTS

Mayor Baker inquired about where Town Attorney Tim Morris was in processing the run-down old Mounts house on St Matthews Road.

Town Attorney Tim Morris stated it was a lost heir situation. The issue was how you get notice to those folks before we go bulldozing stuff. He stated he would follow up.

Commissioner McKoy stated he was delighted to hear about our Fire Department and Police Department partnering for the Shop with a First Responder event. It had always been very special to him to see a child light up when we do stuff like that. He informed the Board of a program Coats had when he was a Police Sergeant, people would donate toys and you would be surprised at how much people's hearts would give. The Police Department would wrap the gifts and go around neighborhoods delivering all the gifts.

Commissioner Byrd stated we should put on the LED sign for people to donate toys.

Commissioner McKoy stated we could mention to local churches that we were accepting donations as well. He commended our Police Department on the fine work they have done with the recent car break-ins. They went far beyond the call of duty to solve those crimes.

Commissioner Blackmon stated he received several inquiries about why the concert could not be done on the asphalt rather than the grass. People stated they did not attend the previous concert because of fire ants in the grass and you cannot dance well on the grass because of the holes in the ground. He stated that the house on Old Post Road and 6th Street was under contract and the Erwin Fire Department had been asked to burn it.

Commissioner Byrd stated he received a complaint about the school zone. 10th Street has a sign that says School Zone but the speed limit was still 35 MPH. He asked Town Manager Snow Bowden to take the request to the Planning Board to update our Ordinance to the Town Speed Limit being decreased to 25 MPH.

Commissioner Blackmon stated Chief Johnson needed to be involved in any changes to speed limits in Town.

Commissioner Nelson thanked our Police Department, we had some fine officers. He thanked Town Staff for all the hard work they do and our Town Attorney as well. There would be a special opening act at the Jim Quick and Coastline Band concert, Erwin's own, Ashley Nelson would be singing. He hoped everyone would come out and support the event.

Commissioner Turnage stated one of the nicest streets in Erwin was also one of the most butchered streets in Erwin and that street was West D Street. There was a lot of traffic on West D Street, that road was a straight shot to Al Woodall Park and the cemetery. People should not have had to ride up and down the road dodging holes. He stated when we started working on the new fiscal year budget, he hoped to see funds to get West D Street paved.

Mayor Baker stated he echoed the Board on their thankfulness of Town Staff. He welcomed Town Planner Dylan Eure and stated he looked forward to working with him. He thanked Police Chief Jonathan Johnson and his staff for all of their hard work.

MINUTES CONTINUED FROM OCTOBER 23, 2023

Commissioner McKoy inquired where we were at processing the abandoned house located at 403 West K Street.

Town Attorney Tim Morris stated that was a Law School exam question. There were errors, someone was apparently married, and it was just a mess. The guardian died. He stated he would follow up on this house as well.

Town Manager Snow Bowden stated he would call the Tax Department to determine if the taxes had been paid.

ADJOURNMENT

Commissioner Byrd made a motion to adjourn at 7:41 P.M. and was seconded by Commissioner McKoy. **The Board voted unanimously.**

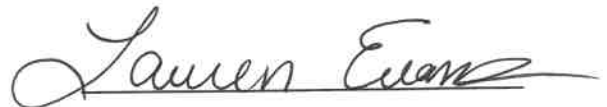
**MINUTES RECORDED AND TYPED BY
LAUREN EVANS TOWN CLERK**

ATTEST:



Randy Baker

Mayor



Lauren Evans NCCMC

Town Clerk