



**Dunn City Council**  
**Regular Meeting**  
**Tuesday, October 22, 2024**  
**6:30 p.m., Dunn Municipal Building**

## **AGENDA**

Call to Order – Mayor William P. Elmore, Jr.

Invocation – Apostle David McArthur – God’s House of Prayer Church of Deliverance

Pledge of Allegiance

- 1) Adjustment and Approval of the October 22, 2024 meeting agenda

### **PUBLIC COMMENT PERIOD**

- 2) Each Speaker should limit comments to 3 minutes and must sign up on sheet available on the podium within the Council Chambers prior to the start of the meeting. Total comment period limited to 30 minutes.

### **CONSENT ITEMS**

- 3) Minutes – September 10, 2024 – Work Session
- 4) Reading of Veterans Day Proclamation
- 5) Budget Amendment – Fairground Road – Utility Extension
- 6) Budget Amendment – Painting Carr Street Water Tower

### **ITEMS FOR DISCUSSION AND/OR DECISION**

- 7) SUP-06-24 – Townhomes – N. Powell Avenue
  - a) Public Hearing
  - b) Decision
- 8) Consideration of Friendly Road- Development Agreement – RP Wellons Land & Development, LLC
- 9) Sampson County Water Contract
- 10) Administrative Reports
  - a) City Manager’s Report/Update on Council Goals
  - b) Financial Report/Assessment Update
  - c) Department Reports
    - Public Information
    - Parks & Recreation/Police
    - Public Works/Public Utilities
    - Planning & Inspections
- 11) Announcements
- 12) Information
- 13) **Closed Session** - If called, the General Statute(s) allowing the Closed Session will be cited in the motion

### **ADJOURNMENT**

**“This institution is an equal opportunity provider and employer”**

# Adjustment and Approval of the October 22, 2024 Meeting Agenda

## Recommendation:

Motion to adopt the October 22, 2024, meeting agenda as presented

Or

Motion to adopt the October 22, 2024, meeting agenda as presented with the following changes:

Additions: *(Assign Number on the Agenda such as 28a)*

Removal of the following item(s):

Move Item of Business from one section to another section *(such as moving Item from Consent Items to Items for Discussion and/or Decision)*

# Public Comment Period

Adopted 8-4-05

## CITY OF DUNN CITY COUNCIL PUBLIC COMMENT POLICY

The City Council for the City of Dunn does hereby adopt a Public Comment Policy to provide at least one period for public comment per month at a regular meeting of the City Council. This policy shall remain in effect until such time that it is altered, modified, or rescinded by the City Council.

All comments received by the City Council during the Public Comment Period shall be subject to the following procedures and rules:

1. Anyone desiring to address the City Council must sign up and register on a sign-up sheet available on the podium within the City Council chambers prior to the Mayor calling the meeting to order. The sign-up sheet shall be available thirty (30) minutes prior the beginning of the City Council meeting in the City Council Chambers. Once the Mayor has called the meeting to order, the City Clerk shall collect the sign-up sheet and deliver it to the Mayor. The speaker shall indicate on the sign-up sheet his or her name, address and matter of concern.
2. The Public Comment Period shall be for thirty (30) minutes.
3. Comments are limited to three (3) minutes per speaker. A speaker can not give their allotted minutes to another speaker to increase that person's allotted time.
4. Each speaker must be recognized by the Mayor or presiding member of the City Council as having the exclusive right to be heard. Speakers will be acknowledged in the order in which their names appear on the sign up sheet. Speakers will address the City Council from the podium at the front of the room and begin their remarks by stating their name and address.
5. Individuals who sign up but can not speak because of time constraints, will be carried to the next regular meeting of the City Council and placed first on the Public Comment Period.
6. During the Public Comment Period, a citizen, in lieu of or in addition to speaking may pass out written literature to the City Council, City Staff and audience.
7. Groups supporting or opposing the same position shall designate a spokesperson to address the City Council in order to avoid redundancy.
8. After the citizen has made his or her remarks, he or she will be seated with no further debate, dialogue or comment.

9. The Public Comment Period is not intended to require the City Council to answer any impromptu questions. Speakers will address all comments to the City Council as a whole and not one individual Council member. Discussions between speakers and members of the audience will not be allowed. The City Council will not take action, or respond to questions about, issues raised during the Public Comment Period at the same meeting.

10. Speakers shall refrain from discussing any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the City Council; matters which involve pending litigation; matters which have been or will be the subject of a public hearing; and matters involving specific personnel issues related to disciplinary matters. If the speaker wishes to address specific personnel issues related to disciplinary matters, he or she should take their comments to the City Manager, who shall share the comments with the City Council.

11. Speakers shall be courteous in their language and presentation.

12. The Mayor and City Manager shall determine, on a month to month basis, where the Public Comment Period will appear on the monthly agenda when developing the agenda, prior to its publication.

13. The Public Comment Period shall only be held during the regularly scheduled monthly meeting of the City Council. There shall not be a Public Comment Period at any other meetings of the City Council, unless specifically approved by the City Council.

# Consent Items

Recommendation:

Motion to approve all Consent Items as presented.

**Meeting Date: October 22, 2024**

<b>SUBJECT TITLE</b>	Minutes – September 10, 2024 – Work Session
<b>PRESENTER/DEPARTMENT</b>	City Clerk Matti
<b>ATTACHMENT(S)</b>	Draft Minutes
<b>PUBLIC HEARING PUBLISH DATES</b>	N/A

**PURPOSE:**

**BACKGROUND:**

**BUDGET IMPACT:**

**RECOMMENDED  
MOTION/ACTION  
REQUESTED OF  
COUNCIL**

Motion to approve Minutes as presented.

**CONSENT AGENDA**

**Dunn City Council**  
**Work Session**  
**Tuesday, September 10, 2024**  
**6:30 p.m., Dunn Municipal Building**

## Minutes

**PRESENT:** Mayor William P. Elmore Jr., Council Members Raquel McNeil, April Gaulden, Billy N. Tart, Alan Hargis, and Dr. David L. Bradham.

**ABSENT:** Mayor Pro Tem J. Wesley Sills

*Also present: City Manager Steven Neuschafer, Assistant City Manager Billy R. Godwin, Finance Director Cary McNallan, Administrative Support Specialist Amber Groves, City Attorney Tilghman Pope, and City Clerk Melissa Matti.*

### **CALL TO ORDER AND INVOCATION**

Mayor Elmore opened the meeting at 6:30 p.m. and gave the invocation. Afterwards, Mayor Elmore led in the Pledge of Allegiance.

### **AGENDA ADJUSTMENT AND APPROVAL**

Motion by Council Member Bradham and second by Council Member Hargis to adopt the September 10, 2024 meeting agenda as presented. **Motion unanimously approved.**

### **ITEMS FOR DISCUSSION AND/OR DECISION**

#### **Proclamation**

##### **Constitution Week 2024**

Mayor Elmore explained for the record that this is a proclamation to recognize Constitution Week being September 17th through September 23rd. We had a request by the Daughters of the American Revolution to adopt the proclamation. That's within your agenda. We are bringing that before you, not for a motion, but just in recognition that it has been submitted. *A copy of the Proclamation (P2024-06) is incorporated into these minutes as Attachment #1.*

#### **Special Event**

##### **Get Out & Vote Rally – SEP-18-24**

This is a request by the People's Fellowship of North Carolina. Rev. Floyd Wicker has requested the use of the front steps of City Hall on Thursday, September 26th. It will be after our work hours here. We close at 4:00. This rally will take place from 5:30 p.m. to 7:15 p.m. The event is to encourage participation in the upcoming election, to raise social awareness about gun violence, and to build peace throughout the community.

Motion by Council Member Gaulden and second by Council Member McNeil to approve the Special Event Permit Application for the Get Out & Vote Rally as presented. **Motion unanimously approved.** *A copy of Special Event Permit SEP-18-24 is incorporated into these minutes as Attachment #2.*

#### **Special Event**

##### **NC Cotton Festival – SEP-19-24**

This is a Special Event Permit blocking several streets that are listed in the agenda for the Cotton Festival that will be held on Saturday, November 2nd. The streets are listed on the application.

Motion by Council Member Hargis and second by Council Member Bradham to approve temporary blocking the streets and the parking lots as requested for the Cotton Festival. **Motion unanimously approved.** *A copy of Special Event Permit SEP-19-24 is incorporated into these minutes as Attachment #3.*

#### **Acceptance of Lead Service Line Replacement Program**

##### **Funding Offer**

City Manager Neuschafer explained that this is a North Carolina Department of Environmental Quality lead service line replacement program funding offer. He went on to say that sometimes some of the paperwork from the state lags behind some of the other information and processing of different grants and awards that we get. This is something that is already in process with the city. The notification that goes out in the Customers water bills has

already been done, and they've begun some testing. They'll do a random sample testing of some water service lines and some meters across the city to be able to show if there's any existence of lead in the construction methods of the water lines and more service lines for residents. They've begun the process, but the award, the funding, and the actual agreement resolution was just received not too long ago. So, we need to have this voted on to authorize the mayor to execute the agreement. The Total Award was \$500,000 minus a \$10,000 Service fee that the state keeps. That is a grant awarded to us by the state. So, we would need a motion to approve the attached resolution on this item to receive the grant funding and \$500,000.

Motion by Council Member Bradham and second by Council Member McNeil to accept the August 22nd, 2024 NCDSQ Lead Service Line Replacement Program funding offer of \$500,000. **Motion unanimously approved.**

City Manager Neuschafer clarified a couple of things for Councilman Hargis. In reference to the \$500,000 dollars, \$300,000 is forgivable principle. So that part is a grant. But, \$200,000 of that is a low interest loan, 0% interest in fact. Erwin, for instance. We've got a water situation over there. The road is deteriorated to nothing. We have to take care of our water lines. Erwin doesn't own their water lines. How do they need to take care of their road? Well, it's the same thing. Just like they need to take care of their pipes. If they can't do it, what do they do about that? When I saw that, I was like I can't believe that somebody's going to tell you that you have to borrow \$200,000 to do something they want you to do, just because they think that you need to do it. We found a grant and loan combination to help us. We'll continue to try to find and apply for other funding sources, but this is what we have now, and we should be able to meet the requirements under this to get started with it. It's \$10,000, 0% interest, but we're paying \$10,000 in closing.

Motion to reaffirm prior motion by Council Member Bradham and second by Council Member McNeil to accept the August 22nd, 2024 NCDSQ Lead Service Line Replacement Program funding offer of \$500,000. **Motion unanimously approved.** *A copy of the Resolution to Accept Funds (R2024-32) is incorporated into these minutes as attachment #4.*

#### **Paving Project**

City Manager Neuschafer spoke about upcoming paving projects. With our approval of the budget, we have some funds for a paving project. He explained that he would outline some of the information in the agenda packet, and about the process and timeline for this and then have a guest come up and speak. Our idea is to borrow money from the USDA because we'll be able to get favorable rates and a favorable term on a loan for a paving project of a significant size. We're estimating between \$4 and \$5 million. The USDA has obviously got an application process that is quite lengthy and involved. One of the requirements is to hire an engineer to be the applicant and to sign and seal the project even though it's a just a resurfacing project or a crack sealing project or patching, which doesn't typically take a whole lot of engineering. But as part of their process that is something that they require. So, we have already begun that search for an engineer to do that work by sending out a request for qualifications. Those applications are due back to the city September 19<sup>th</sup>. As soon as we do our scoring on those, we'll have something back to the council. The council will approve the selection and then we'll move forward from there. But we hope to have that application in and approved by the USDA sometime late fall, early winter with then an opportunity to bid the project early spring, and then to sign a contract with the paving company to be able to do something and hopefully have the work completed by the end of the summer next year. The really good timeline would be to have the work done by beginning of the school next year. Chris Pentagraph with TranSystems gave 35 slide presentation regarding the paving project. *A copy of the slides is incorporated into these minutes as Attachment #5.*

#### **Consideration of Offer to Purchase City Property**

Assistant City Manager Godwin shared information regarding an opportunity to possibly sell some property that the city owns. He explained that this item is providing the council an opportunity to authorize the city to go to the UPS (Upset Bid Process). When someone wants to buy real property that the city owns, there's different ways that can that process work, but the most common way that is done is through the upset bid process. In essence, someone submits an offer to the city, which is what's happened here, to buy some land. Then, if the city is interested, which is not the same as going to actually sell it. If the city is willing to consider, then it will authorize the city clerk to advertise to the public by public notice that the city has received an offer. It will tell what the offer is. This is all by statutory procedure. The statute provides that once that public notice is put out there, there's a 10-day window within which somebody else that might be interested in this particular piece of property can upset that bid. That's where we get the upset bid procedure. It is very similar to a foreclosure process or tax foreclosure where property is sold at a public auction, and it remains open, and somebody can raise the bid and there's a statutory minimum amount that it can be raised. Council, if it's interested authorizes the upset bid process to be



initiated if the public notice published saying what the offer is and identifying the property that is in question. If there's an upset bid made, or one or more upset bid raised, that raises the original bid or the original offer, and then the process repeats until you go 10 days without an upset bid. After that happens, then you end up with what's called a high bid at that point. Then the City Council would then decide, OK, this is what we've got. This is the highest bid that has been submitted. Do we really want a to proceed? At the end of the day, after you go through the process and you have a high bid, then if you are inclined to sell it, at that point you would actually accept the offer. The resolution that's in your package tonight is not accepting the offer. It's just saying we're willing to consider this offer and other offers on the property and that's what the upset process is. At the point of the process the number is what you all are willing to accept, then you would just adopt at a subsequent meeting within 30 days of the last bid, a resolution to accept that bid and then the more formal offer to purchase contract would be put together and then the closing date and all that. That's the process.

The offer that's been submitted to the city is to purchase a 20-acre track, but 19.68 acre track off E Johnson St. You can see the GIS in in your package showing where this property is. The offer on the property is \$250,000. The applicant is interested in purchasing the property. The idea is that we would use it for development of residential subdivision on that property and they would like to put this as part of their subdivision. If you are inclined to move forward with the process, then you would adopt the resolution that's in your package which in essence directs the clerk to advertise this public notice that, hey, the city has received this, if anybody's interested, you've got 10 days to submit to the clerk an upset bid. And there's a minimum amount that has to be provided for it. You can't upset it by a dollar. You can upset it by a statutory formula that's in the statute. The most important take away is authorizing the process is not accepting this. It's just saying we're willing to consider this and any others that might be submitted within the upset. This is a very common way this is done. Cities have done this in the past. The city really has no need for this particular piece of property. There is a considerable amount of the land that is considered wetlands. And now the city may have some pipes that run through there, we would keep an easement or put an easement in place to cover the areas that our pipes run.

So that is one of the things that this developer would ask assuming they are the ultimate high bidder. They may not be the high bidder, but if they are the high bidder, that is a term that they want in the final contract that's very important to them, so we're told. They want the established closing date. A point in the future you know, normally you're closing dates are a fixed finite number of days after you signed the agreement. In this case because they've got some adjacent properties. I'm not advocating. I'm just telling you what they're telling us and by the way the lady for VR was going to be here tonight, but her schedule changed at the last minute. She couldn't come. She would have been able to lay it out more about what their plan is, but in a nutshell, that's what they're thinking. They want to make sure that all their development permits and things for these adjacent parcels are in place, and I think it's going to require perhaps a rezoning as well. They want all that stuff lined up before they close on this basis. In the legal contract or the, the offer to purchase that you may or may not want to agree to. That's a council policy decision. We're being told that they want to develop it in conjunction with some property beside it. This is part of their lease idea, their concept about this development out there. I think there's going to be a neighborhood meeting talking about the adjacent piece sometime in the next couple of weeks. But the short answer is they want to do a residential development out there. This property was donated to the city. It was given to the city years ago.

The City Council can always, at any time prior to formally accepting a bid has the right to reject any offer. If council decide halfway through the bid process that we're going to keep it after all, we would just reject any and all bids. We would do that by resolution or something.

Motion by Council Member Hargis and second by Council Member Tart to adopt the resolution authorizing the upset bid process for the real estate property for Harnett County PIN# 1526-08-5581.000 and direct the clerk to advertise those by Notice of Sale by Upset Bid on the property. **Motion unanimously approved.** *A copy of the Resolution Authorizing the Upset Bid Process (R2024-33) is incorporated into these minutes as attachment #6.*

### **Closed Session**

Mayor Elmore announced that they would be going into closed session.

Motion by Council Member Gaulden and second by Council Member Bradham to go into closed session concerning the negotiation of price and terms of a contract concerning the acquisition of real property at 8:06 p.m. **Motion unanimously approved.**

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William P. Elmore Jr.  
Mayor

Attest:

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Melissa R. Matti, CMC, NCCMC  
City Clerk

**Meeting Date: October 22, 2024**

SUBJECT TITLE	Veterans Day Proclamation
PRESENTER/DEPARTMENT	
ATTACHMENT(S)	
PUBLIC HEARING PUBLISH DATES	

**PURPOSE:**

Reading of Veterans Day Proclamation.

**BACKGROUND:**

**CONSENT ITEM**

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# Proclamation

## *Recognition of Veterans Day 2024*

**WHEREAS**, Veterans Day is an annual Holiday in the United State honoring military veterans and is observed on November 11<sup>th</sup>, which is the anniversary of the signing of the Armistice that ended World War I; and

**WHEREAS**, on Veterans Day, we reflect upon the invaluable contributions of our country's veterans and reaffirm our commitment to provide them and their families with the support they have earned; and

**WHEREAS**, on Veterans Day, we pay tribute to the service and sacrifice of the men and women who bravely defended our freedom, answering the calls of duty and risking their lives to protect their fellow countrymen, thereby inspiring our nation with their courage and dedication; and

**WHEREAS**, the observance of Veterans Day not only preserves the historical significance of the date, but helps focus attention on the important purpose of Veterans Day: to honor and pay tribute to all military veterans who have served in the United States Armed Forces.

**NOW, THEREFORE BE IT RESOLVED**, that I, Mayor William P. Elmore Jr., do hereby proclaim November 11, 2024 as "Veterans Day" in the City of Dunn and, on behalf of the City Council and the residents of the City of Dunn and all those who call Dunn home, extend our heartfelt gratitude to our Veterans, and encourage our community to recognize their valor and sacrifice by showing them the honor they are due, through appropriate ceremonies and uplifting our veterans and their families in your prayers.

*Proclaimed this the 22<sup>nd</sup> day of October, 2024.*

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William P. Elmore Jr.  
Mayor

ATTEST:

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Melissa R. Matti, CMC, NCCMC  
City Clerk

**Meeting Date: October 22, 2024**

<b>SUBJECT TITLE</b>	Budget Amendment for Fairground Road Utility Extension
<b>PRESENTER/DEPARTMENT</b>	Billy Cottle/Distribution & Collections Manager Cary McNallan/Finance Department
<b>ATTACHMENT(S)</b>	Budget Amendment
<b>PUBLIC HEARING PUBLISH DATES</b>	N/A

**PURPOSE:** To approve a budget amendment for a water line extension across Fairground Road.

**BACKGROUND:** City staff is recommending the extension of a water line across Fairground Road to serve a residential development which will consist of 6 Duplexes equaling 12 units. This water line extension will also provide the City the opportunity to serve utilities to parcels further down Fairground Road.

The developer will be extending the existing gravity sewer adjacent to this site to serve these twelve units.

The estimated cost of this water line is \$52,490.

**BUDGET IMPACT:** Monies from the Water System Development Fee Fund will be appropriated within this fund to construction expense for \$52,490.

<b>RECOMMENDED MOTION/ACTION REQUESTED OF COUNCIL</b>	Motion to approve the attached budget amendment to fund a water line extension across Fairground Road.
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CITY OF DUNN

BUDGET ORDINANCE AMENDMENT

Department: *Utility Operations*  
 Budget Amendment #: 14  
 Date: 10/22/2024

FISCAL YEAR ENDING: 6/30/2025

FUND	Acct #	LINE ITEM DESCRIPTION	Appropriation Before Amendment	Amount of Amendment Increase / (Decrease)	Appropriation After Amendment
Water Capacity SD Fnd	035-0929-7600	Construction	-	52,490.00	\$ 52,490.00
					-
					-
					-
<b>EXPENDITURE TOTAL:</b>			<b>\$ -</b>	<b>\$ 52,490.00</b>	<b>\$ 52,490.00</b>

FUND	Acct #	LINE ITEM DESCRIPTION	Appropriation Before Amendment	Amount of Amendment Increase / (Decrease)	Appropriation After Amendment
Water Capacity SD Fnd	035-0399-0811	Water System Development Fee	\$ -	\$ 52,490.00	\$ 52,490.00
					-
					-
					\$ -
<b>REVENUE TOTAL:</b>			<b>\$ -</b>	<b>\$ 52,490.00</b>	<b>\$ 52,490.00</b>

CERTIFICATION: I certify this requested budget amendment was approved by the City Council on:

City Manager: \_\_\_\_\_ 10/22/2024

Finance Director: \_\_\_\_\_ 10/22/2024

JUSTIFICATION: Allocate funding for the construction of a water extension across Fairground Road.

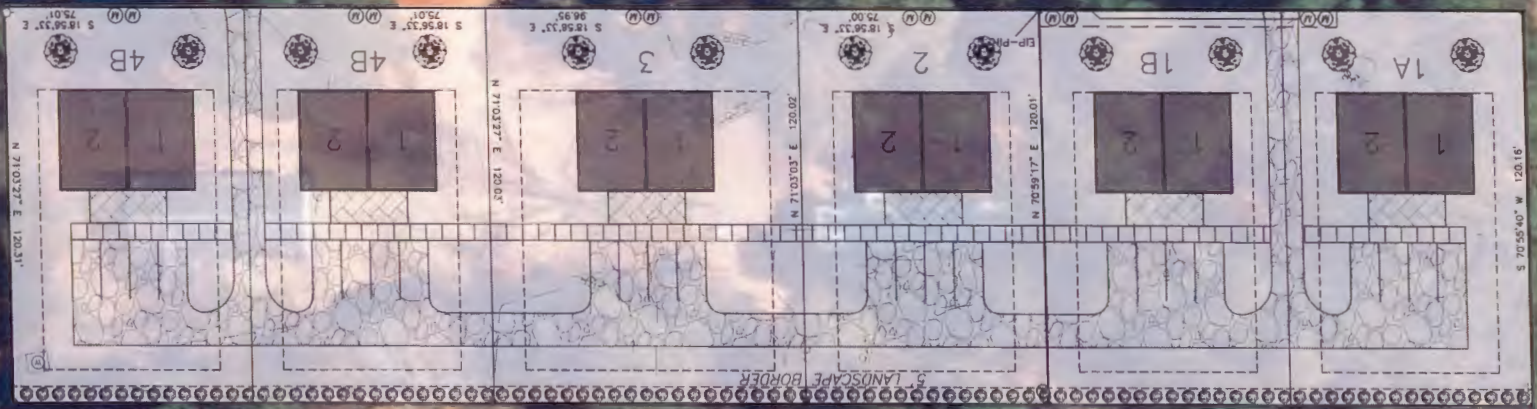
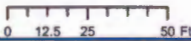
FUNDING SOURCE: Appropriate Water System Development Fees.



### Fairground Road Duplexes Extension

- Extension
- 6"
- Water Valve

This map is not intended to be used as a survey.



FAIRGROUND RD

HOLLY AVE

**Meeting Date: October 22, 2024**

<b>SUBJECT TITLE</b>	Budget Amendment for Water Tower Painting
<b>PRESENTER/DEPARTMENT</b>	Ian Stroud/Water Treatment Plant Manager Cary McNallan/Finance Department
<b>ATTACHMENT(S)</b>	Budget amendment
<b>PUBLIC HEARING PUBLISH DATES</b>	N/A

**PURPOSE:** To approve a budget amendment related to the maintenance of the Carr Street water tower.

**BACKGROUND:** The City's Carr Street water tower, located at the Public Works site, is due to be painted this year and new logos added. The approved FY25 operating budget for this maintenance cost did not include funding for the painting of the new logos. Utility Service Company, Inc. has provided a quote of \$21,050 which includes the installation of the new City of Dunn logo and the All-American City logo.

To provide adequate funding for this expense, a budget amendment of \$21,050 is requested to increase the Water Treatment Plant operating budget. The funding for this budget amendment will be Water and Sewer Fund reserves.

**BUDGET IMPACT:** The overall budget for the Water and Sewer Fund will increase by \$21,050 and the funding source is Water and Sewer Fund reserves.

<b>RECOMMENDED MOTION/ACTION REQUESTED OF COUNCIL</b>	Motion to approve the attached budget amendment for the Water and Sewer Fund.
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CITY OF DUNN

BUDGET ORDINANCE AMENDMENT

Department: *Water Treatment*  
 Budget Amendment #: 13  
 Date: 10/22/2024

FISCAL YEAR ENDING: 6/30/2025

FUND	Acct #	LINE ITEM DESCRIPTION	Appropriation Before Amendment	Amount of Amendment Increase / (Decrease)	Appropriation After Amendment
Water and Sewer	030-0811-1501	Maintenance - Water Tanks	70,000.00	21,050.00	\$ 91,050.00
					-
					-
					-
					-
<b>EXPENDITURE TOTAL:</b>			<b>\$ 70,000.00</b>	<b>\$ 21,050.00</b>	<b>\$ 91,050.00</b>

FUND	Acct #	LINE ITEM DESCRIPTION	Appropriation Before Amendment	Amount of Amendment Increase / (Decrease)	Appropriation After Amendment
Water and Sewer	030-0390-4000	Fund Balance Appropriation	\$ 844,484.00	\$ 21,050.00	\$ 865,534.00
					-
					-
					-
					\$ -
<b>REVENUE TOTAL:</b>			<b>\$ 844,484.00</b>	<b>\$ 21,050.00</b>	<b>\$ 865,534.00</b>

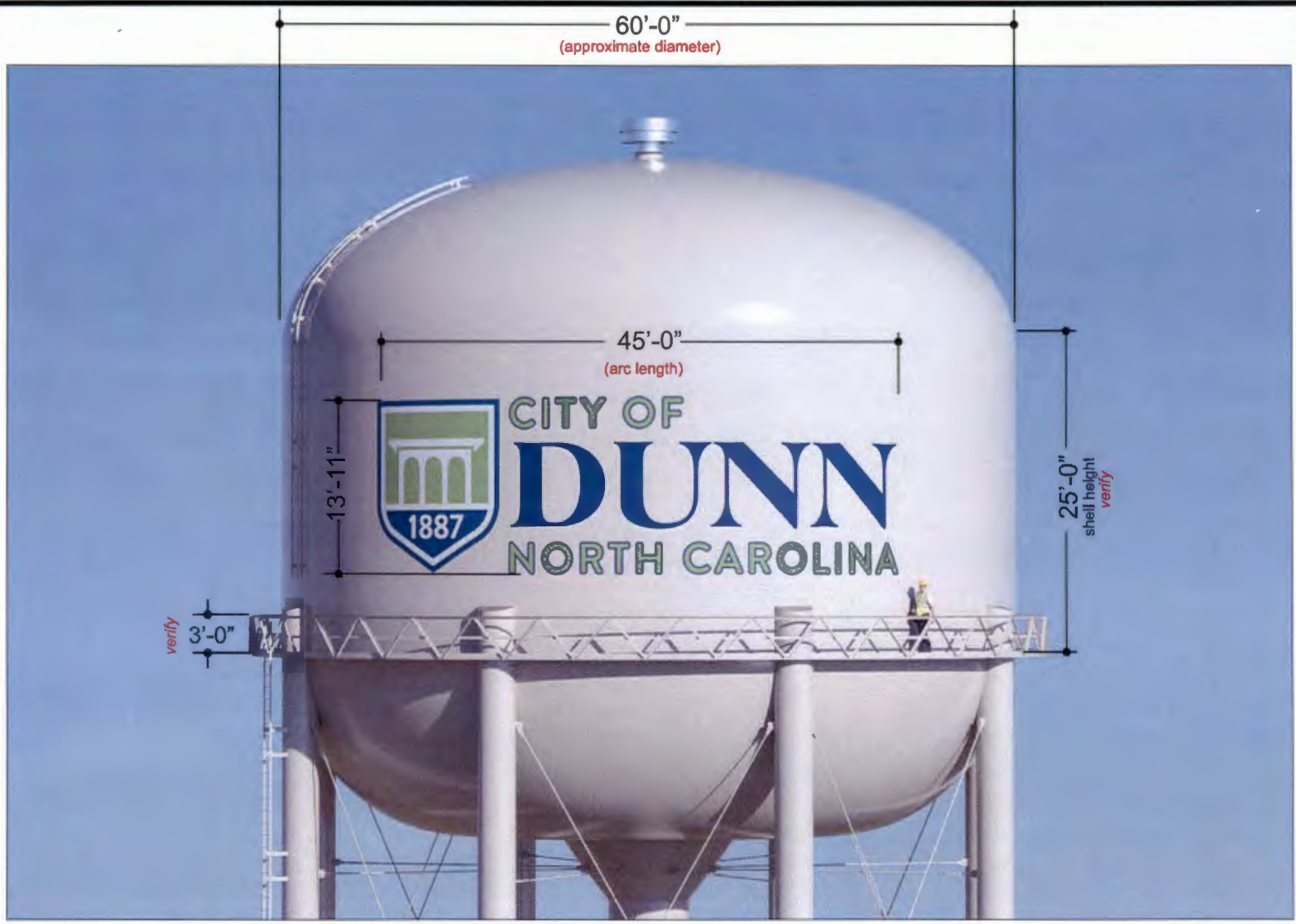
CERTIFICATION: I certify this requested budget amendment was approved by the City Council on:

City Manager: \_\_\_\_\_ 10/22/2024

Finance Director: \_\_\_\_\_ 10/22/2024

JUSTIFICATION: Allocate funding for the painting and adding logos to the Carr Street water tower...this was an unbudgeted expense.

FUNDING SOURCE: Appropriate Water and Sewer Fund reserves.



Tnemec  
82AN Popcom



Color TBD



Color TBD

Colors displayed are for representation purposes only. Actual color selected may vary.

**City of Dunn, NC**

1,00,000 Gallon Elevated Tank  
Carr and Wilson Tank

Revision Date: 6/14/24 Rev 2

*Approval*

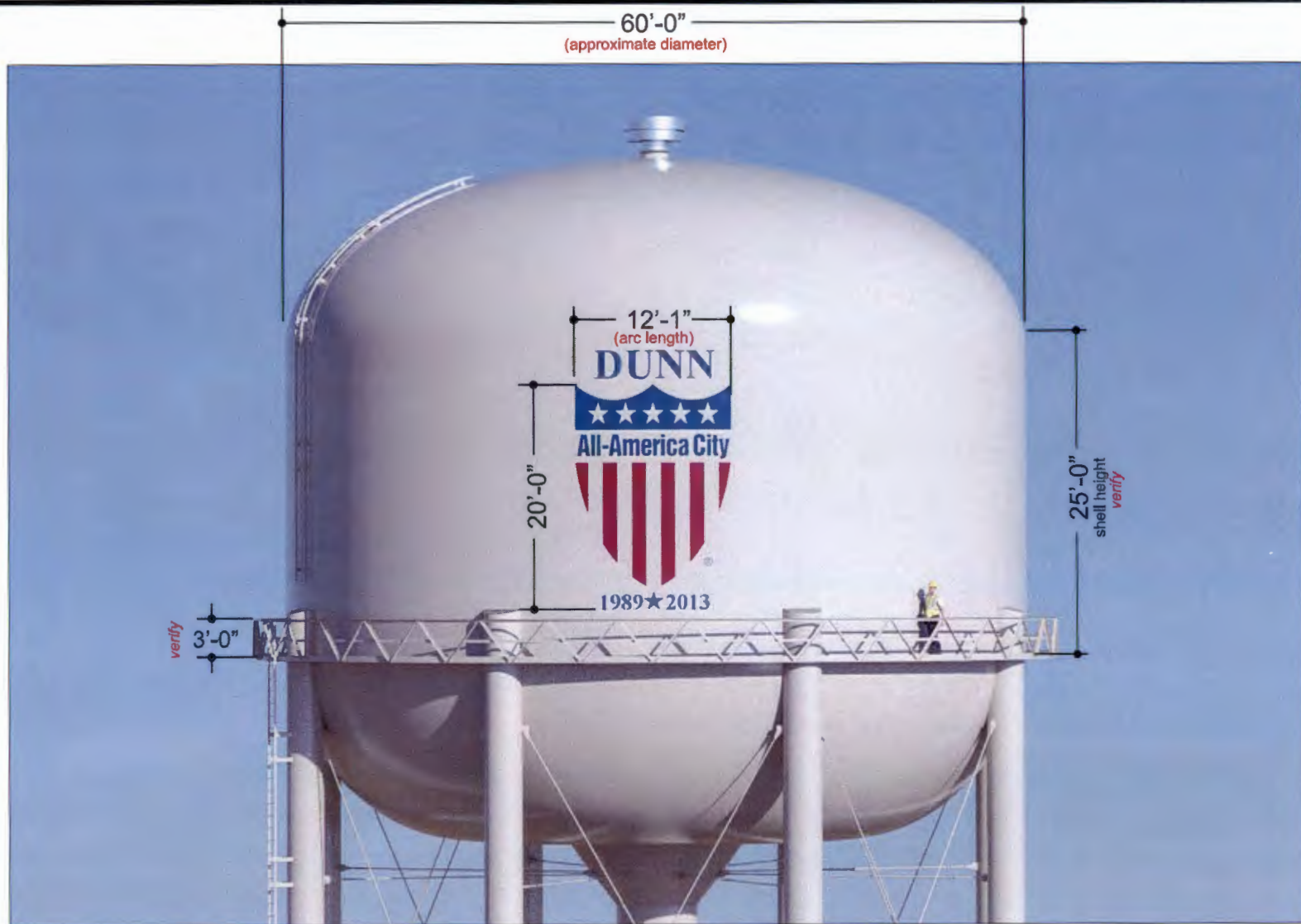
Signature \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

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**USG WATER**  
SOLUTIONS



Tnemec  
82AN Popcorn



Color TBD



Color TBD

Colors displayed are for representation purposes only. Actual color selected may vary.

## City of Dunn, NC

1,00,000 Gallon Elevated Tank  
Carr and Wilson Tank

Revision Date: 6/14/24 Rev 2

*Approval*

Signature \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

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**USG WATER**  
— SOLUTIONS —

**Meeting Date: October 22, 2024**

<b>SUBJECT TITLE</b>	SUP-06-24: Special Use Permit requested for the use of 62 single-family attached homes (townhomes) at N Powell Ave, PINs 1507-92-4674.000; 1507-93-1325.000; and 1517-03-0036.000. Parcels recently rezoned MXU CZD, Mixed-Use Conditional Zoning District in July 2024.
<b>PRESENTER/DEPARTMENT</b>	Alyssa Garcia, Planning Director
<b>ATTACHMENT(S)</b>	Special Use Permit Application, Special Use Permit Master Plan, Staff Report with attachments.
<b>PUBLIC HEARING PUBLISH DATES</b>	October 22, 2024

**PURPOSE:**

- a) **Public Hearing:** This is a request for approval of a Special Use Permit for the construction of 62 townhomes at the future Powell Pointe residential development on North Powell Avenue. PINs 1507-92-4674.000; 1507-93-1325.000; & 1517-03-0036.000.
- b) **Decision:**

**BACKGROUND:**

A Conditional Zoning application was recently approved, rezoning the subject parcels to MXU CZD. The recently approved Conditional Zoning Master Plan featured single-family detached, as well as townhomes with a maximum of 180 units total; recreational facilities; and utilities. Single-family detached homes are permitted by right, while the townhome portion of the proposed development requires approval of an SUP. If approved, the applicant will be required to obtain preliminary plat approval in the future.

**BUDGET IMPACT:**

<b>RECOMMENDED MOTION/ACTION REQUESTED OF COUNCIL</b>	Motion to approve/deny or approve with conditions the Special Use Permit SUP 06-24.
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## **NOTICE OF EVIDENTIARY HEARING**

**NOTICE IS HEREBY GIVEN** that an **EVIDENTIARY HEARING** for a Special Use Permit will be held by the **CITY COUNCIL OF THE CITY OF DUNN** on **October 22, 2024, at 6:30 P.M.** in the **COURTROOM** of the **DUNN MUNICIPAL BUILDING** for the purpose of considering the following item:

**SPECIAL USE APPLICATION SUP-06-24**  
**Don Curry, of Curry Engineering (Applicant)**  
**Sorrell-Jackson, LLC; General Utility Company**  
**(Owners) PIN: 1507-92-4674.000, 1507-93-1325.000,**  
**and 1517-03-0036.000**

This is a request for a Special Use Permit for a Master Plan of a Townhome Development in a zoning district zoned **MXU, Mixed-Use District CZD** that is zoned to permit up to 62 townhomes. The parcels contain a combined 18.06 acres +/- located near the intersection of **North Powell and Ashe Avenue.**

The CITY COUNCIL will conduct an EVIDENTIARY HEARING at said time and place to hear under oath all persons in support of such matters or any objections thereto. Persons may appear in person or by agent at the Evidentiary Hearing. It is improper to contact any member of the City Council to discuss the case to be heard prior to the decision of City Council. Questions on the case or meeting should be directed to the Planning Department at 910-230-3505.

**Copies of proposed items are available for review at the DEPARTMENT OF PLANNING during normal business hours Monday through Friday. Written comments may be addressed to:**

**CITY OF DUNN PLANNING DEPARTMENT**  
**P.O. BOX 1065**  
**DUNN, NC 28335**  
**10/4,18/2024**



102 N Powell Ave • PO Box 1065 • Dunn, North Carolina 28335  
(910) 230-3505 • CityofDunn.org

**Planning Staff Report**  
**Rezoning Case: SUP-06-24**  
**City Council Meeting: October 22, 2024**

**Location: N. Powell Ave between  
W Cumberland Street and N Ashe Ave**

**Request:**

**SUP for Townhome Use**

The applicant requests a Special Use Permit to construct townhomes. The applicant has received Council approval to conditionally rezone the project site to CZ-MXU in July 2024. The applicant is requesting the use of single-family attached dwellings in addition to single-family detached dwellings which are permitted by right. Townhomes are permitted on properties in the MXU zoning district only through issuance of a Special Use Permit. Phase 1 of the development consists of townhomes. This Special Use Permit application only applies to Phase 1.

**Property Information:**

**OWNER/APPLICANT:** General Utility Company (Owner);  
Donald Lee Curry, Jr., Brickyard Management (Applicant)

**ADDRESS/LOCATION:** Refer to Location Map. N Powell Avenue.  
P.I.N.(s): 1516-93-1325.000; 1517-03-0036.000;  
1507-92-4674.000

**SIZE:** The area of disturbance is 18.06 acres +/-.

**EXISTING ZONING:** The subject parcel is currently zoned CZ-MXU. This district is to accommodate a variety of housing types in a neighborhood setting and is intended to provide areas for higher density residential development near commercial areas. The intent is to create higher density residential areas that compliment commercial districts with physical proximity and pedestrian connectivity.



Location Map

**EXISTING LAND USE:** The subject parcel is currently vacant/wooded lands and farmland.



Surrounding Land Uses

**SURROUNDING LAND USE:**

- North:** Wooded lands, farmland, single family residential
- East:** Commercial; Industrial
- West:** Wooded lands
- South:** Wooded lands and Commercial

**OTHER SITE CHARACTERISTICS:**

A portion of the two westernmost parcels are located within the Special Flood Zone Hazard Area. The parcels are located within the City of Dunn's ETJ and will be processed for annexations at a later stage of the development process. The applicant is proposing two entrances off N Powell Avenue, as well as a stub-street (Street D) to the North.

**DEVELOPMENT REVIEW:**

Should the Special Use Permit application be approved by Council, the applicant shall submit the Major Subdivision Development Permit application for review and approval.

**DIMENSIONAL PROVISIONS FOR REQUESTED USE:**

<b>Minimum Standard</b>	
Front Yard Setback	20 feet
Side Yard Setback	0 feet (attached); 5 feet
Rear Yard Setback	20 feet
Secondary Front/Street Side	15 feet
Lot Area	6000 square feet minimum
Lot Width	50 linear feet
Maximum Impervious Surface	N/A

**DEVELOPMENT POTENTIAL:**

<b>Maximum Number of Townhomes</b>	<b>Smallest Lot</b>
120, minimum 62	6,000 square feet

**FUTURE LAND USE PLAN CLASSIFICATIONS:**

The future land use classification of the property is "Medium Density Residential" and "Highway Commercial," as illustrated in Future Land Use Map. The Special Use proposed is consistent with the adopted Land Use Plan.

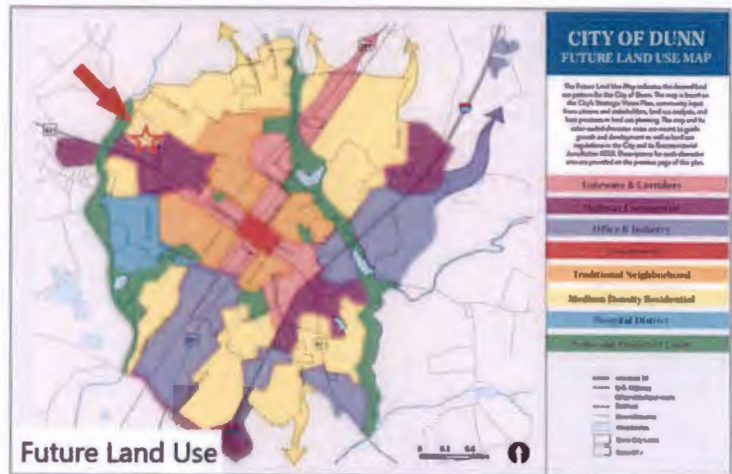
**Medium Density Residential:** Medium Density Residential applies to majority single-family neighborhoods. Some attached dwellings may be appropriate, including clustering and conservation-oriented subdivisions, and townhomes may be considered as part of a planned development. Medium Density Residential areas are often characterized as "suburban", with few non-residential uses and low-volume neighborhood streets. Pedestrian facilities are appropriate, though connectivity with surrounding areas may be interrupted by higher volume arterial roads.

**Highway Commercial:** These areas feature larger-scale commercial uses, oriented along major thoroughfares and junctions that serve a local and regional market. This area includes retail, lodging, and services in multi-tenant developments often anchored by a large retailer or employer. While generally automobile-oriented, efforts should be made to provide pedestrian and vehicle connectivity between parcels to avoid access-related congestion. Light industry and multi-family developments may also be appropriate.

Associated plan goals and policies that may be considered include the following:

**Policy 2 of the Future Land Use Plan:** Strengthen Dunn's identity and enhance its character by encouraging high-quality design throughout the city; **2.1:** Develop design standards for residential projects.

**Policy 6:** Encourage a range of housing types based on the availability of infrastructure, proximity to services and amenities, and compatibility with existing development as described in the Future Land Use Map.



## **IMPACTS ON LOCAL INFRASTRUCTURE AND FACILITIES**

**UTILITIES:** Public water lines and public sewer lines are available for the subject parcels.

**TRAFFIC:** Traffic Impact Analysis will be completed prior to preliminary plat approval.

**CONDITIONS OF APPROVAL:** See attached Conditions of Approval.

**Attachments:**

Conditions of Approval

Notification Mailing List

Application

Special Use Master Plan



## Conditions of Approval

### SUP-06-24

**SUP-06-24:** Special Use Permit for single-family attached dwellings (townhomes) on PINs 1516-93-1325.000; 1517-03-0036.000; 1507-92-4674.000.

The property delineated with Exhibit "A" is subject to the following conditions:

**A. Applicability:** All use and development of the property applicable to this Special Use Permit (SUP-06-24) and as delineated in Exhibit "A" shall occur consistent with the standards and requirements for Townhomes per the Dunn Unified Development Ordinance.

**B. Permitted and Prohibited Uses.**

1. Townhome use is limited to 120 single family attached residential units and as shown on the Special Use Master appearing in Exhibit "A".

**C. Development Standards.**

1. No single-family residential lot within this development shall be smaller than 6000 square feet in size.
2. Setback Standards. Minimum setback standards for this residential development shall be:

Front:	20 feet
Side/End:	0 feet/5 feet
Corner Side:	15 feet
Rear:	20 feet

3. Signage for this development be in accordance with the applicable sign regulations as set forth in Unified Development Ordinance and that the proper permit(s) be obtained prior to the installation of any permanent signs on the property. Note: This conditional approval is NOT approval for the size, shape, or location of any signs.

**G. Other Conditions.**

1. Open Space and Amenities:
  - a. The construction of the pedestrian boardwalk over the wetlands shall be completed in conjunction with the townhomes during Phase 1 of this development.
2. Use and Development Conditions.
  - a. This Special Use Permit and the master plan conditions of approval are not to be construed as all-encompassing of the applicable rules, regulations, etc., which must be complied with for any development. Other regulations, such as building, environmental, health, State agencies, and so forth, may govern the specific development. The developer is the party responsible to ensure full compliance with all applicable Federal, State, and local regulations.

**All Conditions of Approval from CZ-06-24 carry forward, not limited to those listed below:**

1. Mixtures of unit types shall vary, however, there shall be no more than 120 townhomes.
2. Minimum lot widths for single-family attached shall be 20 feet.
3. Single-family attached units shall be front-loaded, or rear-loaded (via alley), however in any case, they must contain at least a single car garage.
4. Developer shall establish in the covenants that all trash and recycling containers provided by the city shall be kept inside the garage of all single-family attached units or developer to provide enclosed trash corral with 100% opaque screening from view of any right of way.
5. The private, recorded legal documents governing the subdivision shall obligate the homeowner's association to maintain the landscaping and lawn care on all lots containing single-family attached (townhome) units. All common areas and landscape buffers shall also be maintained by the HOA per the city's UDO requirements.
6. The side elevation of a townhome that faces an existing or proposed right-of-way (excluding alleys) shall be consistent with the front façade and shall include two (2) of the following elements:
  - a. Windows or shutters
  - b. Addition of a gable, dormer, or shed roof
  - c. Two or more building materials
  - d. Decorative trim, shake, cornice, horizontal trim, brackets or air vents/ windows on the gable.
  - e. Variation in siding material pattern for at least 20 percent of the wall area
  - f. Matching window grids.
7. Parking: A minimum of 2 spaces per unit.
8. Utility Allocations:
  - Water: 17,010 GPD
  - Sewer: 14,175 GPD

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The above Special Use Conditions are accepted by the owner as an applicant at the October 22, 2024, City Council hearing, as documented by the official hearing minutes for that day.

Issued by:

---

Alyssa Garcia, MPA, CZO

Date

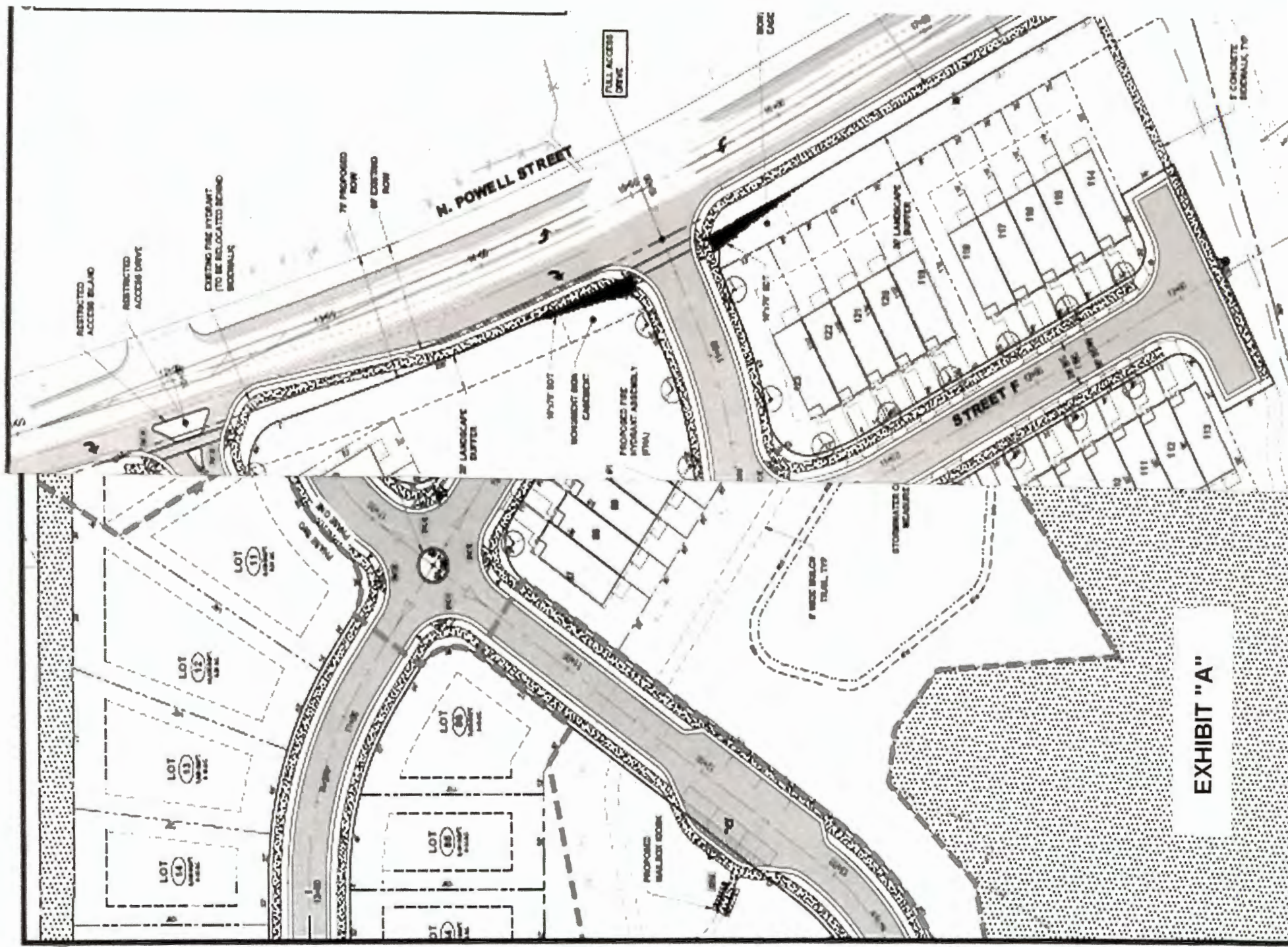


EXHIBIT "A"

## Mailing List

SORRELL-JACKSON LLC  
C/O HOPE LUPTON  
1507 ARENDELL ST  
MOREHEAD CITY, NC 28557-4025

GENERAL UTILITY CO  
27-107 ANNETTE DR  
BENSON, NC 27504-0000

Brickyard Management  
Andrew Petty  
205 S Fuquay Avenue  
Fuquay Varina, NC 27526

WELLONS CONSTRUCTION INC  
P O BOX 730  
DUNN, NC 28335-0000

RCG-DUNN LLC  
3060 PEACHTREE RD STE 400  
ATLANTA, GA 30305

MASADA VENTURES LLC  
PO BOX 979  
CARY, NC 27512

GREEN DOOR PROPERTIES LLC  
908 MAPLE AVE  
FOUR OAKS, NC 27524-8322

BELK DEPT STORE 91 & REAL ESTATE DEPT  
2801 W. TYROLA ROAD  
CHARLOTTE, NC 28217-3509

512 N POWELL AVE LLC  
6513 WAKEFALLS DR  
WAKE FOREST, NC 27587-9594

NC DEPARTMENT OF TRANSPORTATION  
1546 MAIL SERVICE CENTER  
RALEIGH, NC 27611

B AND J PROPERTIES OF DUNN LLC  
5508 SOLOMANS SEAL CT  
HOLLY SPRINGS, NC 27540-8626

GRAY PROPERTIES OF NC LLC  
PO BOX 1126  
DUNN, NC 28335-0000

CAPE FEAR FOREST PRODUCTS INC  
203 EASY ST  
CAPE CARTERET, NC 28584-9251

Palmer Home, LLC  
303 STONEY BROOK LN  
MARLTON, NJ 08053-2424

SUNSHINE EXPRESS CARWASH LLC  
PO BOX 176  
BUIES CREEK, NC 27506-0176

JP GODWIN PROPERTIES III LLC  
PO BOX 1147  
DUNN, NC 28335-0000

ZIG DUNN LLC  
4722 PARK RD SUITE C  
CHARLOTTE, NC 28209-3801

MB ANIMAL PROPERTIES LLC  
1785 HOBSON RD  
DUNN, NC 28334

E3 PROPERTY SOLUTIONS LLC  
109 PROFESSIONAL CT  
GARNER, NC 27529-8347

CAPE FEAR FOREST PRODUCTS INC  
203 EASY ST  
CAPE CARTERET, NC 28584-9251

KRVO LLC  
PO BOX 1254  
DUNN, NC 28335-0000

FOUR W'S INC  
PO BOX 1254  
DUNN, NC 28335-0000

GOSPEL TABERNACLE INC  
2105 W CUMBERLAND STREET  
DUNN, NC 28334-0000

KRO LLC  
2004 W CUMBERLAND ST  
DUNN, NC 28334-4448

Application

City of Dunn Planning and Inspections Department  
102 N. Powell Ave. P.O. Box 1065  
Dunn, NC 28335  
Main: (910) 230-3505  
Fax: (910) 230-9005  
[www.cityofdunn.org](http://www.cityofdunn.org)



Case # \_\_\_\_\_  
Date received \_\_\_\_\_  
Fee paid: \_\_\_\_\_  
Board meeting date: \_\_\_\_\_  
City Council meeting date \_\_\_\_\_

**Special Use Application**

*Please print clearly*

**OWNERSHIP APPLICATION**

**Applicant:** Brickyard Management / Donald Lee Curry, Jr.

Phone number: 919-552-0849 E-mail address: don@curryeng.com

Applicant's legal interest in property: Developer

Applicant's Address: 205 S. Fuquay Ave. Fuquay-Varina, NC 27526  
(Street) (City, State, Zip Code)

**Property owner:** General Utility Company

Owner's Address: 27-107 Annette Drive Benson, NC 28334  
(Street) (City, State, Zip Code)

Date property acquired: 10/14/1971 Deed reference: Book: 563 \Page: 0120

Tax PIN Number: 1507- 93 - 1325 .000

Size (square feet or acres): 18.06 ac Street frontage (feet): 210'

**Location / Address:** N. Powell Ave., Dunn, NC 28334 (non addressed parcel)

Property is located south of the intersection of Powell Ave. and Ashe Ave.

**Attach a legal description in metes and bounds of the area requested for special use zoning.**

Donald L. Curry, Jr.  
Print Name

Signature

**SPECIAL USE REQUEST**

**A. EXISTING ZONING:** Mixed Use District (MXU), Cond. Use

Requested Use: Single-family detached and attached residential

**B. LAND USES**

1. Existing Land Uses: Vacant, Agriculture

2. Uses Requested: Single-family detached and attached residential

Number of parking spaces provided: 2 per unit + 11 visitor/CBU = 137

Driveway / Right-of-way access: Yes

3. Existing or proposed land uses on all adjoining properties

North: Vacant, Agriculture

South: Vacant

East: Commercial, Industrial

West: Vacant

**C. STATEMENTS OF JUSTIFICATION (City of Dunn UDO, Chapter 3.06 (A) (5)b)**

*Attach a statement justifying the following:*

- (1) The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.
- (2) The use meets all required standards of this Ordinance.
- (3) The use will not substantially injure the value of adjoining or abutting property.
- (4) Adequate utilities, access roads, drainage, sanitation, and other necessary facilities have been or are being provided.
- (5) The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property.
- (6) The requested use will be in conformity with the City's adopted comprehensive plan(s).

Inspections Department  
102 N. Powell Ave. P.O. Box 1065  
Dunn, NC 28335  
Main: (910) 230-3505  
Fax: (910) 230-9005  
[www.cityofdunn.org](http://www.cityofdunn.org)



Date received: \_\_\_\_\_  
Fee paid: \_\_\_\_\_  
Board meeting date: \_\_\_\_\_  
City Council meeting date: \_\_\_\_\_

## Special Use Application

Please print clearly

### OWNERSHIP APPLICATION

Applicant: Brickyard Management / Donald Lee Curry, Jr.

Phone number: 919-552-0849 E-mail address: don@curryeng.com

Applicant's legal interest in property: Developer

Applicant's Address: 205 S. Fuquay Ave. Fuquay-Varina, NC 27526  
(Street) (City, State, Zip Code)

Property owner: Sorrell-Jackson, LLC

Owner's Address: 1507 Arendell St., C/O Hope Lupton Morehead City, NC 28557  
(Street) (City, State, Zip Code)

Date property acquired: 252-342-4064 Deed reference: Book: 2456 \ Page: 0076

Tax PIN Number: 1507 - 92 - 4674 .000

Size (square feet or acres): 24.03 ac Street frontage (feet): 558'

Location / Address: W. Cumberland St., Dunn, NC 28334 (non addressed parcel)

Property is located behind the existing shopping center on US 421

Attach a legal description in metes and bounds of the area requested for special use zoning.

Donald L. Curry, Jr.

Print Name

Signature

### SPECIAL USE REQUEST

A. EXISTING ZONING: Mixed Use District (MXU), Cond. Use

Requested Use: Single-family detached and attached residential

**B. LAND USES**

1. Existing Land Uses: Vacant, Agriculture

2. Uses Requested: Single-family detached and attached residential

Number of parking spaces provided: 2 per unit + 11 visitor/CBU = 137

Driveway / Right-of-way access: Yes

3. Existing or proposed land uses on all adjoining properties

North: Vacant, Agriculture

South: Commercial

East: Commercial, Industrial, Vacant

West: Vacant

**C. STATEMENTS OF JUSTIFICATION (City of Dunn UDO, Chapter 3.06 (A) (5)b)**

***Attach a statement justifying the following:***

- (1) The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.
- (2) The use meets all required standards of this Ordinance.
- (3) The use will not substantially injure the value of adjoining or abutting property.
- (4) Adequate utilities, access roads, drainage, sanitation, and other necessary facilities have been or are being provided.
- (5) The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property.
- (6) The requested use will be in conformity with the City's adopted comprehensive plan(s).



SPECIAL USE PERMIT APPLICATION  
Petitioner: Brickyard Management, LLC  
Property: N. Powell Ave. Assemblage

### **STATEMENTS OF JUSTIFICATION**

**STATEMENT 1: The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.**

STATEMENT BY PETITIONER:

The proposed use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved. The location, use, and proposed layout is consistent with the City's published land planning documents and the recently approved rezoning. The proposed use will be designed in a manner that meets approved standards for public safety including proper construction materials and installation methods. The Owner will obtain permits with the local authorities with jurisdiction prior to initiating construction.

**STATEMENT 2: The use meets all required standards of this Ordinance.**

STATEMENT BY PETITIONER:

The proposed use of single family attached and detached residential lots meets all required standards of the City of Dunn Ordinance. The development also complies with NCDOT and NCDEQ design requirements and standards. Construction documents will incorporate standards and requirements from all requisite agencies and the Developer will secure all necessary permits prior to initiating construction.

**STATEMENT 3: The use will not substantially injure the value of adjoining or abutting property.**

STATEMENT BY PETITIONER:

The requested use as single family homes will not substantially injure the value of adjoining or abutting property nor will they impair the integrity or character of these surrounding properties nor will they be a detriment to health, morals or welfare. The requested use is the first step toward revitalizing an area that is in need of growth and development. The properties in question have long been vacant. The proposed use for the property appropriately preserves existing environmentally sensitive areas and utilizes existing utility infrastructure. Furthermore, the proposed development is expected to increase adjacent property values due to new construction and price point relative to the existing properties.

**STATEMENT 4: Adequate utilities, access roads, drainage, sanitation, and other necessary facilities have been or are being provided.**

STATEMENT BY PETITIONER:

Existing infrastructure including water, sewer, natural gas, and roadway access is in place to allow for the development of this property based on the proposed use. The development will extend this infrastructure to serve the development and surrounding properties.

**STATEMENT 5: The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property.**

STATEMENT BY PETITIONER:

The establishment of the proposed use does not impede the orderly development and improvement of surrounding property. The proposed layout takes into account adjacent potential development to the north by providing a street connection and utility stubs for future connectivity, thereby lessening the burden of developing the adjacent parcel and providing improved emergency vehicular access and utility redundancy.

**STATEMENT 6: The requested use will be in conformity with the City's adopted comprehensive plan(s).**

STATEMENT BY PETITIONER:

The requested use is in compliance and conformity with the City's adopted Comprehensive Plans including the Land Use Plan and Unified Development Ordinance. According to the City of Dunn's Land Use Plan adopted on December 13, 2022, the property is identified as "medium density residential" which is consistent with the proposed housing type proposed in this rezoning. The proposed use specifically addresses Policy 6 in the Land Use Plan which states: "Encourage a range of housing types based on the availability of infrastructure, proximity to services and amenities, and compatibility with existing development as described in the Future Land Use map." This proposed rezoning also allows for compliance with Policy 6.1 which encourages a mix of lot sizes and/or housing types.

The proposed use of single family attached and detached residential lots complies with the allowable principal permitted uses listed in the City Code, Article 4, Section 4.03 Establishment of Zoning Districts and Article 5, Section 5.06 Table of Permitted Uses.

The proposed use and accompanying layout are also in compliance with the recently approved rezoning conditions for the parcels in question. The provided layout incorporates the associated density, setback, and use restrictions as approved in this rezoning.

**Meeting Date: October 22, 2024**

<b>SUBJECT TITLE</b>	Friendly Rd. Development Agreement with RP Wellons
<b>PRESENTER/DEPARTMENT</b>	City Manager
<b>ATTACHMENT(S)</b>	Development Agreement & Exhibits
<b>PUBLIC HEARING PUBLISH DATES</b>	October 11 <sup>th</sup> and 15 <sup>th</sup> , 2024

**PURPOSE:** To consider approval of the Friendly Road Development Agreement between the City of Dunn and RP Wellons Land & Development, LLC.

**BACKGROUND:** Article 10 of Chapter 160D authorizes local governments to enter into development agreements including those providing for the cost-sharing of capital improvements. In conjunction with the development by *RP Wellons Land & Development, LLC (Wellons)*, of Middleton Townes Subdivision Phase One on the north side of Friendly Road, the City and Wellons have agreed, subject to City Council approval, to enter into a development agreement. Under the agreement, Wellons would install not only those capital improvements required under the City's Unified Development Ordinance (UDO) but would also install on and along Friendly Road additional capital improvements not otherwise required. These capital improvements would extend along Friendly Road from Maple Avenue to Powell Avenue with the cost allocated between Wellons and the City with some costs entirely Wellons, some entirely the City's, and some divided equally between Wellons and the City as more specifically set out in the agreement.

**BUDGET IMPACT:** The maximum total costs to the City would not exceed **\$752,232.22** (including a \$70,000.00 contingency) plus **\$39,100.00** allowed for tree removal and replacement of a brick wall on the North side of Friendly Road. Funding for the City's share of these improvements is readily available from the remaining balance of the 2023 two-million-dollar (\$2,000,000.00) paving project.

**RECOMMENDED  
MOTION/ACTION  
REQUESTED OF  
COUNCIL**

Motion to approve/deny the Friendly Road Development Agreement between the City of Dunn and RP Wellons Land & Development, LLC.

**ITEM FOR DISCUSSION**



401 E Broad St · PO Box 1065 · Dunn, North Carolina 28335  
(910) 230-3500 · CityofDunn.org

**Mayor**  
William P. Elmore Jr.  
**Mayor Pro Tem**  
J. Wesley Sills  
**Council Members**  
April L. Gaulden  
Raquel McNeil  
Billy Tart  
Alan Hargis  
Dr. David L. Bradham  
**City Manager**  
Steven Neuschafer

## CLERK CERTIFICATION

**Subject:** Public Hearing on Development Agreement between City of Dunn and RP Wellons Land & Development, LLC

**To:** Mayor Elmore and Dunn City Council

I, Melissa R. Matti, City Clerk, do hereby certify that the following is true:

- a. Public Notice was e-mailed to the Daily Record on October 10, 2024 and was advertised on October 11 and October 15, 2024.
- b. Public Notice was posted at six (6) locations along the proposed project area on October 11, 2024 and photos were taken.
- c. Notice letters were mailed to the abutting property owners on October 11, 2024. These letters were hand delivered to the Benson Post Office due to the Dunn Post Office being closed for repair.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Dunn, North Carolina, this 11<sup>th</sup> day of October, 2024.



*Melissa R. Matti*

Melissa R. Matti  
City Clerk

*Where community begins!*

## **PUBLIC NOTICE**

In accordance with NCGS 160D-602, the Dunn City Council will hold a public hearing on Tuesday, October 22, 2024 at 6:30 PM in the Council Chambers at the Dunn Municipal Building, 401 E. Broad Street, to consider a development agreement with RP Wellons Land & Development, LLC (Wellons). Under the terms of the proposed Agreement, certain improvements would be made to Friendly Road between Maple Avenue and Powell Avenue. These improvements would include road resurfacing, installation of curb and gutter, and sidewalks. Copies of the agreement are available in the City of Dunn Planning Department office and in the Office of the City Clerk for review by the public.

The public is invited to attend.

Melissa R. Matti, City Clerk  
910-230-3501  
10/11,15/2024

STATE OF NORTH CAROLINA

**DEVELOPMENT AGREEMENT  
PURSUANT TO §160D-1001, ET SEQ.**

COUNTY OF HARNETT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made as of the \_\_\_\_\_ day of October, 2024, by and between **RP Wellons Land & Development, LLC**, a North Carolina limited liability company, (hereinafter referred to as “**Developer**”) and the **City of Dunn**, a North Carolina municipal corporation (hereinafter referred to as the “**City**”).

**WITNESSETH:**

**WHEREAS**, Developer is the owner of certain property located within the City’s corporate limits identified as Middleton Townes Subdivision Phase One, as shown and depicted on that plat of the same name and recorded in **Map Book 2023, Page 506**, Harnett County Registry attached hereto as **Exhibit A** (the “**Developer’s Property**”); and

**WHEREAS**, as an integral part of the Middleton Townes Subdivision Phase One development, Developer has prepared an Overall Site Plan for the Friendly Road Lane Widening project which site plan contains the development plan and construction drawings for the Friendly Road widening project and which are attached hereto as **Exhibit B** and incorporated herein by

reference (hereinafter the “**Plan and Construction Drawings**”). Said Plan and Construction Drawings being subject to approval by the City were prepared by Fleet Temple Engineering, PLLC and dated 9-23-2023; and

**WHEREAS**, Developer intends to build a residential housing development on Developer’s Property located off Friendly Road, Dunn, NC 28334 and bearing the subdivision name Middleton Townes Subdivision Phase One. (the “**Development**”). In conjunction with the Development the City’s Uniform Development Ordinance (UDO) requires the **Developer to bear the costs** of and to install in R-7 zoning districts: underground drainage, curb and gutter, public water and hydrants, public sewer, streetlights, paved streets, street trees, street signs, underground wiring park open space, and sidewalks. (the “**Developer Obligations**”); and

**WHEREAS**, in connection with the performance of the Developer Obligations the City has requested that the Developer include with the Developer Obligations certain additional work for the benefit of the City for which the **City shall bear the costs** to wit: installation along the North side of Friendly Road 1,120 linear feet of 30” curb and gutter and a five (5) foot sidewalk with concrete handicap ramps; six inch (6”) concrete driveway aprons where appropriate; resurfacing with a one inch (1”) overlay approximately 1,120 linear feet (3,960 sq/yds) of Friendly Road; installation of various sizes of RCP and curb inlets for stormwater drainage; and, relocation of a fire hydrant and sewer lateral (the “**City-Requested Improvements**”); and

**WHEREAS**, in further connection with the performance of the Developer Obligations, the Developer and the City have agreed that certain other additional work will benefit both the Developer and the City and therefore, the parties have agreed that following additional work will be included with the Developer’s Obligations and the **parties will equally bear the costs** of the following: installation of 1300 linear feet of 30” curb and gutter on the North side of Friendly

Road and a five (5) foot sidewalk with concrete handicap ramps; installation of 700 linear feet of 30" curb and gutter on the South side of Friendly Road; resurfacing with a one inch (1") overlay approximately 1,325 linear feet (4,925 sq/yds) of Friendly Road; installation of various sizes of RCP and curb inlets for stormwater drainage; and, relocation of a fire hydrant (the "**Mutual Improvements**"); and

**WHEREAS**, the parties hereto desire to enter into this Agreement to bind themselves to certain terms, conditions and obligations regarding the following: (i) certain obligations by Developer to construct the Development and to (i) complete the Developer Obligations, and (ii) the City's reimbursement of certain expenses related to Developer's Obligations as set out herein.

**NOW THEREFORE**, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Developer Obligations.

- A. Developer shall build and completely construct the Development according to the Plan and Construction Drawings.
- B. Developer shall design, obtain appropriate permits and construct and dedicate to the City, subject to the City's acceptance, the Developer's Obligations, the City-Requested Improvements, and the Mutual Improvements, (hereinafter "**Infrastructure and Appurtenances**") as shown on the Plans and Construction Drawings.
- C. Developer shall construct the Infrastructure and Appurtenances at the same time as it constructs the Development and according to the Plans and



Construction Drawings. Thereafter, Developer shall offer for dedication to the City the Infrastructure and Appurtenances. Prior to the City's acceptance of said dedication of the Infrastructure and Appurtenances, such acceptance being in the City's sole discretion, the City's Public Utilities Director ("**Director**") or designee may inspect the same to ascertain that they are in proper working order, not in need of repair or modification and free from any defects in workmanship. If the Director determines that the Infrastructure and Appurtenances are not in proper working order, the Director shall provide written notice thereof to Developer, who shall make such repairs within ninety (90) days of such notice, whereupon the Director shall reinspect the Infrastructure and Appurtenances.

- D. Developer warrants that all Infrastructure and Appurtenances constructed and installed by Developer and dedicated to the City shall remain in proper working order, shall not be in need of repair or modification, and shall be free from any defects in workmanship for a period of one year from the date of acceptance of dedication by the City.
- E. Developer shall complete construction of the Development pursuant to the Plan and Construction Drawings.
- F. Upon completion of the Developer's Obligations, Developer shall offer for dedication said Infrastructure and Appurtenances to the City for ownership and operation. Provided, however, any dedication by Developer to the City shall not release Developer from Developer Obligations or its further obligation to correct any part of the Infrastructure or Appurtenances within

one year from the date of dedication (hereinafter "**Corrective Work Period**"). Developer hereby agrees to warrant and correct during the Corrective Work Period all or any part of the Infrastructure and Appurtenances as determined by the Director as being defective, inadequate or failing to meet workmanlike standards. Developer shall comply with all reasonable directives and requirements issued by the Director regarding the construction of the Infrastructure and Appurtenances.

- G. Developer shall bear as its separate obligation all permit fees, fines, costs, and penalties imposed or assessed by any governmental agency or regulatory authority regarding the construction of the Development and Infrastructure and Appurtenances, subject to reimbursement as provided herein. Developer shall provide and maintain a performance bond, in a form satisfactory to the City and in favor of the City bonding and guaranteeing the full and faithful performance of all terms, obligations and conditions herein; and, Developer shall indemnify and hold the City harmless from any and all loss, cost or damage, including reasonable attorney's fees, occasioned by any act or omission relating to the construction of the Infrastructure and Appurtenances.
- H. Developer shall maintain or cause to be maintained, in full force and effect, commercial general public liability insurance with a financially responsible insurance company or companies licensed to do business in the State of North Carolina insuring against claims on account of loss of life, bodily injury, or property damage that may arise from, or be occasioned by, the performance of their respective obligations under this Agreement; and, such insurance shall

provide for a combined single limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) for bodily injury, death, or property damage. Such insurance shall extend to the contractual obligation of the insured party arising out of the indemnification obligations set forth in this Agreement. At the City's request, Developer shall furnish to the City evidence that the insurance described above is in full force and effect. All such insurance shall include a waiver of subrogation by the insurer against the City. Except for the Developer's right to enforce the City's obligation to pay Developer the City's Reimbursement as provided in Section 3, Developer hereby waives all other rights of recovery against the City and its officials, employees and agents, for any and all damages, consequential losses, lost profits, interruption of construction or lost sales or services.

- I. Developer shall indemnify and hold harmless the City and its agents from and against any and all claims for damage of any kind including, but not limited to, damage or injury to the person or property of anyone or any entity arising from any act, omission or performance of or non-performance by Developer of its obligation under this Agreement including, but not limited to, the defense or pursuit of any claim or any action or proceeding with respect thereto; and in case any action or proceeding is brought against the City by reason of any such matter, then in such event, Developer, upon notice from the City, shall defend the City at Developer's expense by counsel reasonably satisfactory to the City. The City need not have first paid any such claim in

order to be so indemnified. This indemnity shall expressly survive expiration or termination of this Agreement.

- J. All construction performed by Developer pursuant to this Agreement shall be performed and completed in the locations shown and in accordance with the Plan and Construction Drawings approved by the City.

Pursuant to N.C.G.S. 160A-320, this is a contract between the Developer and City for added public enterprise improvements that are ancillary to Developer's private development but not occasioned by the Developer. The coordination of separately contracted improvements (e.g. the portion of the Infrastructure and Appurtenances requested by the City) would cost the City more if constructed separately from the work required to be performed by the Developer in connection with the Development. The City is reimbursing Developer for costs associated with the construction of the **City-Requested Improvements** and for one-half (1/2) the costs of the **Mutual Improvements** all of which is over and above that which would be required of a developer under the City's Unified Development Ordinance. Developer agrees to execute such documentation (such as deeds and easements) as the City may request to achieve the purposes of this Agreement.

Section 2. Remedies. Should Developer fail to perform any of Developer's Obligations set out in Section 1, then the City may, at the City's election and in addition to other remedies set forth herein or allowed by law refuse to grant certificates of occupancy for the Development until Developer has satisfied any such obligation, term or condition.

Section 3. City Obligations. Within thirty (30) days after Developer (i) completes construction of the Infrastructure and Appurtenances, (ii) obtains all permits for the Infrastructure and Appurtenances, (iii) offers the same to the City for dedication and (iv) the City accepts the dedication of the same, the City will reimburse Developer for the actual cost incurred by Developer for the **City-Requested Improvements** and for one-half (1/2) the costs of the **Mutual Improvements** (the “**City’s Reimbursement**”). The City’s Reimbursement for the **City-Requested Improvements** and for one-half (1/2) the costs of the **Mutual Improvements** shall not exceed **\$752,232.22**. Eligible costs for the City Reimbursement include all those items listed under “City of Dunn Costs” and one-half (1/2) of the costs of those items listed under “Wellons Construction & City of Dunn Share Costs” as shown on that estimate from Wellons Construction Inc., dated September 20, 2024, entitled “Friendly Road Improvements – Share Costs” which estimate is attached hereto as **Exhibit C** and incorporated herein by reference. In addition to the **\$752,232.22** set forth above, the City-Reimbursement shall also include not more than **\$39,100.00** for Mobilization, Clearing and Demolition for tree removal on the North side of Friendly and the removal and replacement of a brick wall as set forth in the above-referenced estimate.

Section 4. Additional Documents. The parties agree to take all necessary action to enter into, execute and deliver any and all written documents necessary to carry out the intent and terms of this Agreement. However, it is acknowledged and agreed by Developer that nothing in this Agreement shall create any obligation upon the City to issue any permits in connection with construction of the Infrastructure and

Appurtenances nor shall this Agreement create any obligation upon the City that would impede or impair the City in performing any governmental function, including without limitation, (i) development, building and fire inspections, (ii) construction and site plan review, or (iii) issuance of certificates of occupancy.

Section 5. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to Developer:        RP Wellons Land & Development, LLC  
                                  Attn: Seth Thompson  
                                  P.O. Box 730  
                                  Dunn, NC 28835

If to Town:                City of Dunn  
                                  Attn: City Manager's Office  
                                  401 East Broad Street  
                                  Dunn, NC 28334

Notice shall be deemed to have been given upon receipt. Refusal of delivery shall be deemed receipt.

Section 6. Covenant Running With The Land. It is the intention of the parties hereto that this Agreement shall be an equitable servitude and a covenant running with the lands comprising the Development. This Agreement shall be recorded by the Developer with the Harnett County Register of Deeds.

Section 7. Modification. No minor modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties. Major modifications must be approved following the procedures in G.S. 160D-

1006(e). Any modification that increases the City's reimbursement requirement by more than \$5,000.00 shall constitute a major modification.

Section 8. Full Agreement. This Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party. Each party agrees that this Agreement is the result of good faith arm's length negotiations. Each party is represented by separate counsel.

Section 9. Assignment. Neither this Agreement nor the performance of any obligation herein can be assigned without the express written consent of the parties hereto, which consent will not be unreasonably withheld or delayed provided the Assignee demonstrates to the City its capability to perform the Developer's Obligations herein.

Section 10. No Partnership, Joint Venture. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship between the parties. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

- Section 11. Binding Effect. It is mutually understood and specifically agreed that this Agreement is binding Developer's successors, assigns, tenants, lessees and sublessees of the parties hereto.
- Section 12. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina.
- Section 13. Venue. The parties agree that any action brought in a court of law pertaining to this Agreement or the obligations set forth herein shall be brought in Harnett County, North Carolina.
- Section 14. Counterparts. This Agreement may be executed in one or more counterparts.
- Section 15. Waiver. Any waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision or waiver of any other provision hereunder. Any waiver shall not prejudice any remedy available to the party(ies).
- Section 16. Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Agreement.
- Section 17. Counsel and Draftsmanship. The parties hereto have sought and received the advice of their respective legal counsel in drafting, preparing and executing this Agreement. This Agreement was mutually drafted by counsel for both parties. There shall be no presumption or legal burden placed against either party hereto as the drafter of this Agreement, or any provision hereof, including all exhibits and agreements annexed hereto.



Section 18. Severability. If any provision herein is deemed void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall be valid, enforceable and binding between the parties.

Section 19. Term. This Agreement shall be for a period of two (2) years, unless extended by agreement of the parties.

Section 20. Compliance with Development Agreement Act. This Agreement is entered into between the Developer and the City pursuant to North Carolina General Statutes §§160D-1001 through 160D-1012 (the "Development Agreement Act"). The City Council has determined that the estimated benefits to be received by the City are in excess of the City Reimbursement and the City would not be able to complete such improvements for the cost of the City's Reimbursement if contracted separately from this Agreement. Pursuant to North Carolina General Statute §160D-1005, a legislative public hearing was held on [REDACTED] by the City Council for the City. The notice for the legislative public hearing specified, among other things, the location of the Development, the development uses proposed by the Development and a place where the proposed Agreement could be obtained, being 401 East Broad Street, Dunn, NC 28334.

**IN WITNESS WHEREOF**, this Agreement has been executed the day and year first above written.

**RP Wellons Land & Development, LLC**, a North Carolina limited liability company

---

By: Robert P. Wellons  
Title: Manager

**CITY OF DUNN**

By:

\_\_\_\_\_  
William P. Elmore, Jr.  
Mayor

Attested:

\_\_\_\_\_  
Melissa R. Mattis  
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, a notary public of the County and State aforesaid, certify that **Robert P. Wellons**, Manager for **RP Wellons Land & Development, LLC** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

My Commission Expires: \_\_\_\_\_ Notary Public

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that **William P. Elmore, Jr.** personally came before me this day and acknowledged that he is Mayor of **City of Dunn, a municipal corporation**, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by **Melissa R. Mattis** as its City Clerk.

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

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

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

**Exhibit A**

*Plat of Middleton Townes Subdivision Phase One* by 4Dsite solutions dated 9-21-2023 and recorded in **Map Book 2023, Page 506**, Harnett County Registry.

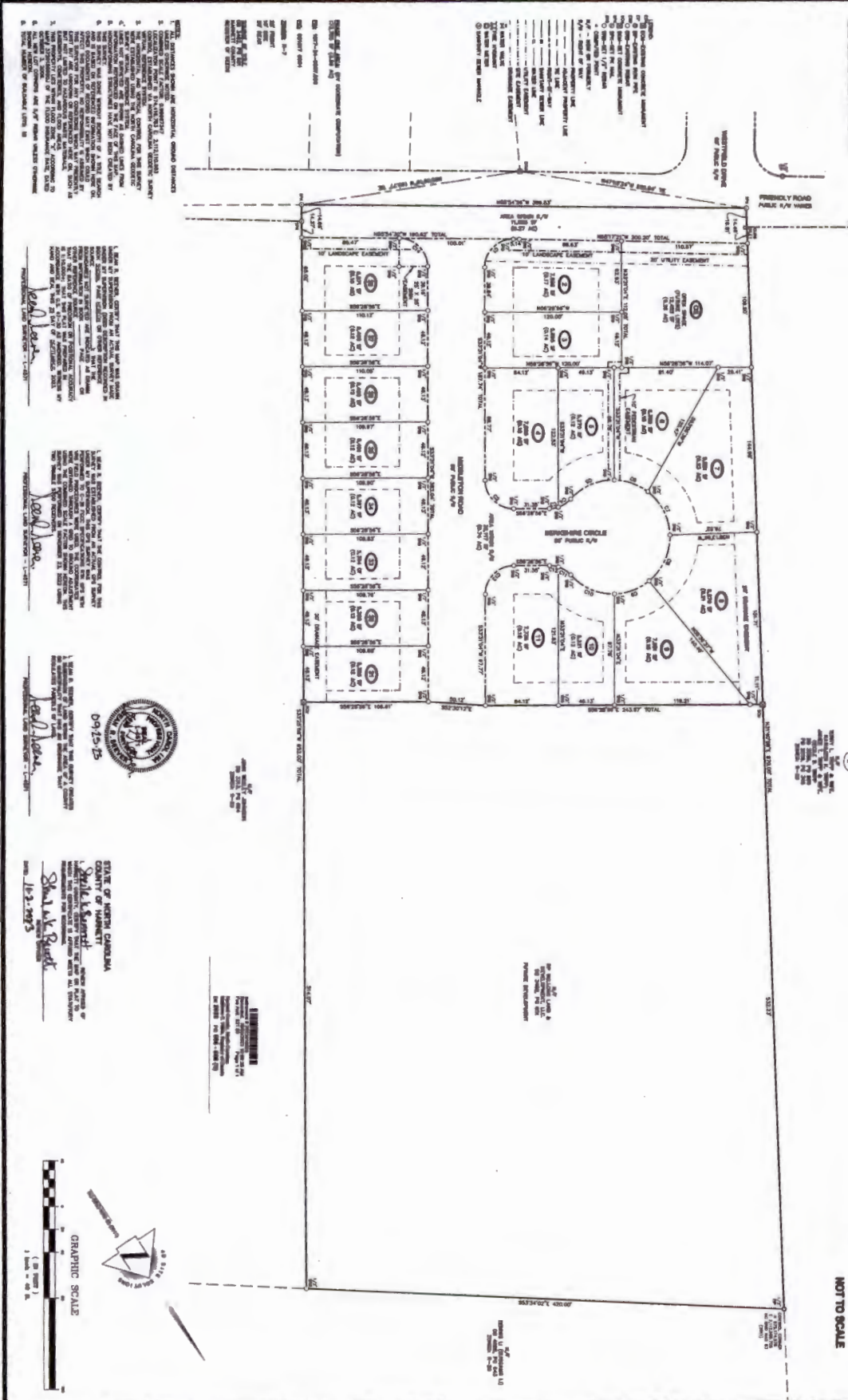
**Exhibit B**

Plan and Construction Drawings entitled Overall Site Plan for the Friendly Road Lane Widening prepared by Fleet Temple Engineering, PLLC and dated 9-23-2023.

**Exhibit C**

Estimate from Wellons Construction Inc., dated September 20, 2024, entitled "Friendly Road Improvements – Share Costs."

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STATE OF NORTH CAROLINA  
COUNTY OF HARRIS  
I, S. W. WELLS, JR., being the duly qualified and sworn Surveyor for the County of Harris, State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original plat of the Middleton Townes Subdivision Phase One, as shown on the attached plan, and that the same has been filed for record in the Office of the Register of Deeds for the County of Harris, State of North Carolina, on this 15th day of September, 2015.

STATE OF NORTH CAROLINA  
COUNTY OF HARRIS  
I, S. W. WELLS, JR., being the duly qualified and sworn Surveyor for the County of Harris, State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original plat of the Middleton Townes Subdivision Phase One, as shown on the attached plan, and that the same has been filed for record in the Office of the Register of Deeds for the County of Harris, State of North Carolina, on this 2nd day of November, 2015.

STATE OF NORTH CAROLINA  
COUNTY OF HARRIS  
I, S. W. WELLS, JR., being the duly qualified and sworn Surveyor for the County of Harris, State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original plat of the Middleton Townes Subdivision Phase One, as shown on the attached plan, and that the same has been filed for record in the Office of the Register of Deeds for the County of Harris, State of North Carolina, on this 2nd day of November, 2015.



**4Dsite solutions**  
09-15-15

**MIDDLETON TOWNES SUBDIVISION PHASE ONE**

PROJECT NUMBER: 15-001

DATE SUBMITTED: 09/15/2015

SCALE: 1" = 40' 0"

CLIENT / OWNER: RP WELLS LAND & DEVELOPMENT

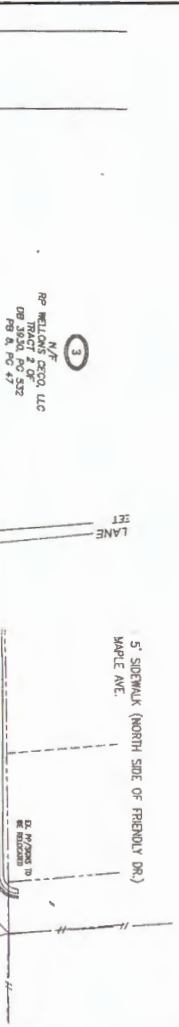
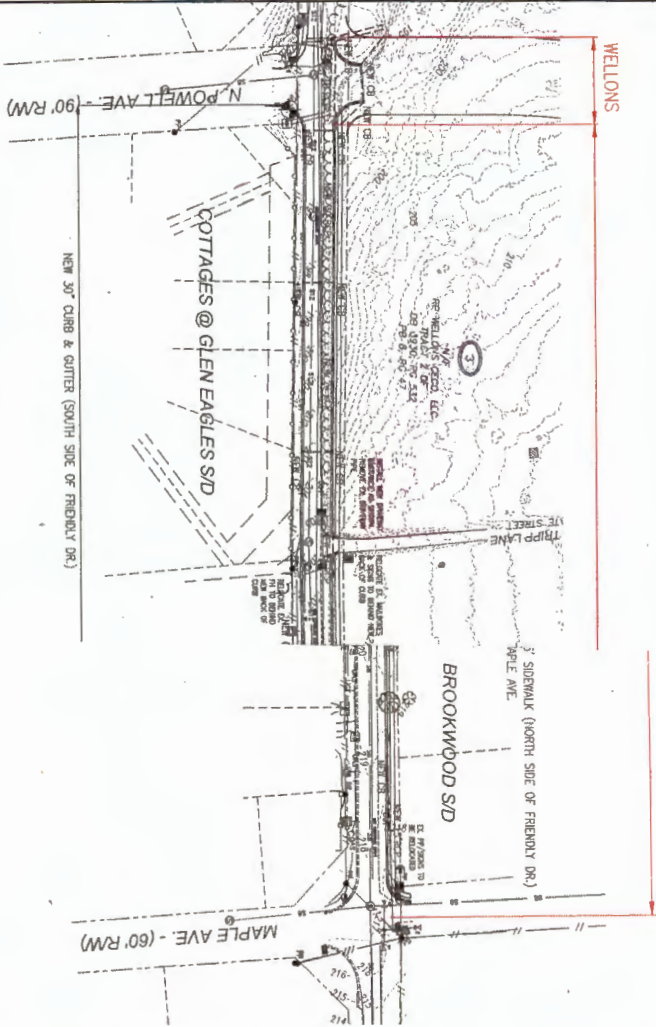
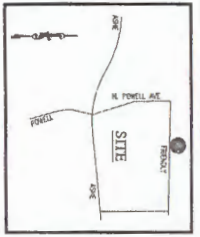
PREPARED BY: S. W. WELLS, JR.

DATE PREPARED: 09/15/2015

PROJECT INFORMATION:

PROJECT NUMBER	15-001
DATE SUBMITTED	09/15/2015
SCALE	1" = 40' 0"

GRAPHIC SCALE: 1" = 40' 0"



BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY:

**4Dsite solutions**

400 CHURCH ROAD, SUITE 102, HARRINGTON, NC 28540  
PH: 252-486-8777 FAX: 252-486-8777  
www.4dsitesolutions.com



OVERALL SITE PLAN  
FOR  
FRIENDLY RD. LANE WIDENING

**FLEET TEMPLE ENGINEERING PLLC**

5245 Red Hill Church Road • Coats, NC 27521  
910.658.2446 • fleet@fleettemplengineering.com • P-2357

REVISIONS
10.12.2023: PAVEMENT STRIPING & DEMOLITION PLAN
01.18.2024: STORM DRAINAGE REVISIONS

LOCATION:  
FRIENDLY RD.  
AVERASBORO TOWNSHIP  
DUNN, HARNETT COUNTY  
PROPERTY OWNER/DEVELOPER:  
RP WELLONS LAND & DEVELOPMENT, LLC  
2004 W. CUMBERLAND STREET  
DUNN, NC 28334-4448



HORIZONTAL SCALE: 1" = 100'  
VERTICAL SCALE: N/A  
DATE: 09.22.2023  
FTE JOB# 4516  
**C1.0**

NOTE: This document, in physical or electronic form, discloses subject matter considered confidential to FLEET TEMPLE ENGINEERING, PLLC and on which FLEET TEMPLE ENGINEERING, PLLC has exclusive proprietary rights. Neither receipt nor possession thereof confers or transfers any rights to reproduce this document or any part thereof, or to disclose any information contained therein to others, or to use it for any purpose without the written permission of FLEET TEMPLE ENGINEERING, PLLC.



510 N. Powell Avenue  
 PO Box 730  
 Dunn, NC 28335  
 910-892-6630  
 910-892-3046 fax  
[www.wellonsconstruction.com](http://www.wellonsconstruction.com)

<b>To:</b> City Of Dunn	<b>Contact:</b> Steve Neuschafer
<b>Address:</b> 401 E. Broad Street Dunn, NC 28334	<b>Phone:</b> (910) 230-3507
<b>Project Name:</b> Friendly Road Improvements - Shared Costs	<b>Bid Number:</b>
<b>Project Location:</b> Friendly Road, Dunn, NC	<b>Bid Date:</b> 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
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**City Of Dunn Costs**

**01. Mobilization, Clearing And Demolition**

1	Mobilization	0.37	LS
2	Locate Existing Utilities	0.37	LS
3	Layout & Staking (no As-builts)	0.37	LS
3a	As - Built - Town Of Dunn	0.37	LS
5	Traffic Control	0.37	LS
7	Demolition (relocate 4 Signs, 5 Mailboxes, Remove 1 Gravel Driveway & 1 Asphalt Driveway)	0.37	LS
<b>Total Price for above 01. Mobilization, Clearing And Demolition Items:</b>			<b>\$12,424.60</b>

**02. Earthwork**

4	Testing	0.37	LS
8	Strip Off Existing Topsoil & Stockpile For Reuse	115.00	CY
9	Strip & Haul Off Excess Topsoil	177.00	CY
10	Cut To Fill	182.00	CY
11	Haul Off Excess Cut	846.00	CY
12	Topsoil Redistribute	115.00	CY
13	Proof-Roll	2,141.00	SY
14	Grade For Stone Base	1,653.00	SY
24	Grade For Handicap Ramps	5.00	EACH
26	Grade For Driveway Apron	56.00	SY
28	Backup New Curb & Gutter	1,195.00	LF
<b>Total Price for above 02. Earthwork Items:</b>			<b>\$50,563.05</b>

**03. Erosion Control**

46	Inlet Protection	5.00	EACH
53	Seeding - Permanent	0.74	ACRE
<b>Total Price for above 03. Erosion Control Items:</b>			<b>\$3,396.50</b>

**04. Concrete, Sidewalk, Curb And Gutter**

17	30" Curb & Gutter (placed On Stone Base)	1,120.00	LF
23	4" Thick Concrete Sidewalk	587.00	SY
25	Concrete Handicap Ramps	5.00	EACH
27	6" Concrete Driveway Apron	56.00	SY
<b>Total Price for above 04. Concrete, Sidewalk, Curb And Gutter Items:</b>			<b>\$95,225.00</b>

**05. Stone, Asphalt, Paving, Traffic Control, Finish Work**

15	10" Thick ABC Stone Base (placed 6" Beyond Back Of Curb)	1,653.00	SY
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<b>Address:</b> 401 E. Broad Street Dunn, NC 28334	<b>Phone:</b> (910) 230-3507
	<b>Fax:</b>
<b>Project Name:</b> Friendly Road Improvements - Shared Costs	<b>Bid Number:</b>
<b>Project Location:</b> Friendly Road, Dunn, NC	<b>Bid Date:</b> 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
16	Fine Grade Stone Base	1,653.00	SY
18	2" Thick S9.5C Surface	1,410.00	SY
18a	Milling (Butt Milling & Edge Milling At Exist Concrete)	0.37	LS
19	1.0" Tk S9.5C Surface Overlay (over Entire Road Width)	3,960.00	SY
20	Grade For Stone Under Sidewalk	587.00	SY
21	3" Thick ABC Stone Base Under Sidewalk	587.00	SY
22	Fine Grade Stone Base Under Sidewalk	587.00	SY
47a	Thermoplastic Striping	0.37	LS
49	Asphalt - Wedging (allowance)	22.00	TON
49a	Asphalt - Patching Potholes Prior To Overlay (allowance)	30.00	TON
61	Adjust - Manhole W/1" Adjustment Ring (per TOD)	3.00	EACH
62	Adjust - Structures	5.00	EACH
63	Adjust - Valve W/1" Adjustment Ring (per TOD)	2.00	EACH
<b>Total Price for above 05. Stone, Asphalt, Paving, Traffic Control, Finish Work Items:</b>			<b>\$140,113.00</b>

**06. Storm Drainage / Roof Drainage**

33	RCP 15" (0'-08')	280.00	LF
34	RCP 18" (0'-08')	88.00	LF
39	3'x26" Curb Inlets (0'-06')	2.00	EACH
40	3'x3' Curb Inlets (0'-06')	2.00	EACH
41	3'x3' Curb Inlets (06'-08')	1.00	EACH
45a	Bedding Stone	140.00	TON
<b>Total Price for above 06. Storm Drainage / Roof Drainage Items:</b>			<b>\$53,360.00</b>

**07. Water Distribution**

55	Relocate - Fire Hydrant @ Corner Lot 17	1.00	EACH
<b>Total Price for above 07. Water Distribution Items:</b>			<b>\$3,600.00</b>

**08. Sanitary Sewer**

54	Relocate Sewer Lateral	1.00	EACH
<b>Total Price for above 08. Sanitary Sewer Items:</b>			<b>\$1,675.00</b>

**Total Price for above City Of Dunn Costs Items: \$360,357.15**

**Wellons Construction & City Of Dunn Share Costs**

**01. Mobilization, Clearing And Demolition**

1	Mobilization	0.46	LS
2	Locate Existing Utilities	0.46	LS





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<b>Project Name:</b> Friendly Road Improvements - Shared Costs	<b>Bid Number:</b>
<b>Project Location:</b> Friendly Road, Dunn, NC	<b>Bid Date:</b> 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
3	Layout & Staking (no As-bults)	0.46	LS
3a	As - Built - Town Of Dunn	0.46	LS
5	Traffic Control	0.46	LS
6	Clearing	0.79	LS
7	Demolition (relocate 4 Signs, 5 Mailboxes, Remove 1 Gravel Driveway & 1 Asphalt Driveway)	0.46	LS
29	Remove Existing Asphalt For Storm Crossing (assumes 9.5' Wide, No Detail Provided)	90.00	SY
<b>Total Price for above 01. Mobilization, Clearing And Demolition Items:</b>			<b>\$21,703.55</b>

**02. Earthwork**

4	Testing	0.46	LS
8	Strip Off Existing Topsoil & Stockpile For Reuse	143.00	CY
9	Strip & Haul Off Excess Topsoil	219.00	CY
10	Cut To Fill	225.00	CY
11	Haul Off Excess Cut	1,051.00	CY
12	Topsoil Redistribute	143.00	CY
13	Proof-Roll	2,662.00	SY
14	Grade For Stone Base	2,055.00	SY
24	Grade For Handicap Ramps	2.00	EACH
28	Backup New Curb & Gutter	1,486.00	LF
<b>Total Price for above 02. Earthwork Items:</b>			<b>\$58,657.10</b>

**03. Erosion Control**

46	Inlet Protection	15.00	EACH
50	Rip Rap - Class B @ End Of Pipes	15.00	TON
51	Silt Fence	1,088.00	LF
53	Seeding - Permanent	0.92	ACRE
<b>Total Price for above 03. Erosion Control Items:</b>			<b>\$11,573.50</b>

**04. Concrete, Sidewalk, Curb And Gutter**

17	30" Curb & Gutter (placed On Stone Base)	2,000.00	LF
23	4" Thick Concrete Sidewalk	720.00	SY
25	Concrete Handicap Ramps	2.00	EACH
<b>Total Price for above 04. Concrete, Sidewalk, Curb And Gutter Items:</b>			<b>\$118,460.00</b>

**05. Stone, Asphalt, Paving, Traffic Control, Finish Work**

15	10" Thick ABC Stone Base (placed 6" Beyond Back Of Curb)	2,055.00	SY
16	Fine Grade Stone Base	2,055.00	SY
18	2" Thick S9.5C Surface	1,660.00	SY



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<b>To:</b> City Of Dunn	<b>Contact:</b> Steve Neuschafer
<b>Address:</b> 401 E. Broad Street Dunn, NC 28334	<b>Phone:</b> (910) 230-3507
<b>Project Name:</b> Friendly Road Improvements - Shared Costs	<b>Bid Number:</b>
<b>Project Location:</b> Friendly Road, Dunn, NC	<b>Bid Date:</b> 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
18a	Milling (Butt Milling & Edge Milling At Exist Concrete)	0.46	LS
19	1.0" Tk S9.5C Surface Overlay (over Entire Road Width)	4,925.00	SY
20	Grade For Stone Under Sidewalk	720.00	SY
21	3" Thick ABC Stone Base Under Sidewalk	720.00	SY
22	Fine Grade Stone Base Under Sidewalk	720.00	SY
30	11" B25.0C Black Base Patching (no Detail Provided)	90.00	SY
31	3.0" Thick S9.5C Surface Patching (no Detail Provided)	90.00	SY
47a	Thermoplastic Striping	0.46	LS
49	Asphalt - Wedging (allowance)	28.00	TON
61	Adjust - Manhole W/1" Adjustment Ring (per TOD)	4.00	EACH
62	Adjust - Structures	11.00	EACH
63	Adjust - Valve W/1" Adjustment Ring (per TOD)	3.00	EACH
<b>Total Price for above 05. Stone, Asphalt, Paving, Traffic Control, Finish Work Items:</b>			<b>\$182,617.75</b>

**06. Storm Drainage / Roof Drainage**

34	RCP 18" (0'-08")	280.00	LF
35	RCP 24" (0'-08")	400.00	LF
36	RCP 30" (0'-08")	624.00	LF
37	RCP 36" (0'-08")	184.00	LF
39	3'x26" Curb Inlets (0'-06')	8.00	EACH
42	4'x4' Curb Inlets (0'-06')	3.00	EACH
43	4'x4' Curb Inlets (06'-08')	2.00	EACH
45a	Bedding Stone	175.00	TON
64	Abandon Pipe - Existing 18" RCP (Flowable Fill)	48.00	LF
<b>Total Price for above 06. Storm Drainage / Roof Drainage Items:</b>			<b>\$247,138.25</b>

**07. Water Distribution**

55	Relocate - Fire Hydrant	1.00	EACH
<b>Total Price for above 07. Water Distribution Items:</b>			<b>\$3,600.00</b>

**Total Price for above Wellons Construction & City Of Dunn Share Costs Items:** **\$643,750.15**

**Wellons Construction Costs**

**01. Mobilization, Clearing And Demolition**

1	Mobilization	0.17	LS
2	Locate Existing Utilities	0.17	LS
3	Layout & Staking (no As-bulfts)	0.17	LS
3a	As - Built - Town Of Dunn	0.17	LS



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<b>Project Location:</b> Friendly Road, Dunn, NC	<b>Bid Date:</b> 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
5	Traffic Control	0.17	LS
6	Clearing	0.21	LS
7	Demolition (relocate 4 Signs, 5 Mailboxes, Remove 1 Gravel Driveway & 1 Asphalt Driveway)	0.17	LS
29	Remove Existing Asphalt For Storm Crossing (assumes 9.5' Wide, No Detail Provided)	25.00	SY
<b>Total Price for above 01. Mobilization, Clearing And Demolition Items:</b>			<b>\$7,386.85</b>

**02. Earthwork**

4	Testing	0.17	LS
8	Strip Off Existing Topsoil & Stockpile For Reuse	53.00	CY
9	Strip & Haul Off Excess Topsoil	80.00	CY
10	Cut To Fill	83.00	CY
11	Haul Off Excess Cut	388.00	CY
12	Topsoil Redistribute	53.00	CY
13	Proof-Roll	984.00	SY
14	Grade For Stone Base	759.00	SY
24	Grade For Handicap Ramps	2.00	EACH
28	Backup New Curb & Gutter	549.00	LF
<b>Total Price for above 02. Earthwork Items:</b>			<b>\$22,804.70</b>

**03. Erosion Control**

46	Inlet Protection	4.00	EACH
50	Rip Rap - Class B @ End Of Pipes	60.00	TON
51	Silt Fence	267.00	LF
52	Silt Fence Outlets	1.00	EACH
53	Seeding - Permanent	0.34	ACRE
<b>Total Price for above 03. Erosion Control Items:</b>			<b>\$7,117.50</b>

**04. Concrete, Sidewalk, Curb And Gutter**

17	30" Curb & Gutter (placed On Stone Base)	110.00	LF
23	4" Thick Concrete Sidewalk	13.00	SY
25	Concrete Handicap Ramps	2.00	EACH
<b>Total Price for above 04. Concrete, Sidewalk, Curb And Gutter Items:</b>			<b>\$10,604.00</b>

**05. Stone, Asphalt, Paving, Traffic Control, Finish Work**

15	10" Thick ABC Stone Base (placed 6" Beyond Back Of Curb)	759.00	SY
16	Fine Grade Stone Base	759.00	SY
18	2" Thick S9.5C Surface	320.00	SY
18a	Milling (Butt Milling & Edge Milling At Exist Concrete)	0.17	LS



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<b>Project Location:</b> Friendly Road, Dunn, NC	<b>Bid Number:</b>
	<b>Bid Date:</b> 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
19	1.0" Tk S9.5C Surface Overlay (over Entire Road Width)	1,820.00	SY
20	Grade For Stone Under Sidewalk	13.00	SY
21	3" Thick ABC Stone Base Under Sidewalk	13.00	SY
22	Fine Grade Stone Base Under Sidewalk	13.00	SY
30	11" B25.0C Black Base Patching (no Detail Provided)	25.00	SY
31	3.0" Thick S9.5C Surface Patching (no Detail Provided)	25.00	SY
47a	Thermoplastic Striping	0.17	LS
49	Asphalt - Wedging (allowance)	10.00	TON
61	Adjust - Manhole W/1" Adjustment Ring (per TOD)	2.00	EACH
62	Adjust - Structures	4.00	EACH
63	Adjust - Valve W/1" Adjustment Ring (per TOD)	2.00	EACH
<b>Total Price for above 05. Stone, Asphalt, Paving, Traffic Control, Finish Work Items:</b>			<b>\$57,082.00</b>

**06. Storm Drainage / Roof Drainage**

32a	Remove & Disposal Existing RCP Pipe	48.00	LF
34	RCP 18" (0'-08')	48.00	LF
37	RCP 36" (0'-08')	328.00	LF
38	RCP 42" (0'-08')	88.00	LF
38a	Flared End Section - 42"	1.00	EACH
44	10' X 10' Special Curb Inlet (0-6)	1.00	EACH
45	10' X 10' Special Junction Box (0-6)	1.00	EACH
45a	Bedding Stone	65.00	TON

**Total Price for above 06. Storm Drainage / Roof Drainage Items: \$183,937.75**

**Total Price for above Wellons Construction Costs Items: \$288,932.80**

**Total Bid Price: \$1,293,040.10**

**Allowances**

**02. Earthwork**

59	Undercut Waste On-Site (allowance)	2,000.00	CY
60	Backfill Undercut W/ Onsite (allowance)	2,000.00	CY

**Total Price for above 02. Earthwork Items: \$32,000.00**

**Total Price for above Items: \$32,000.00**



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<b>Item #</b>	<b>Item Description</b>
	<b>Estimated Quantity Unit</b>

**City Of Dunn Costs**

**01. Mobilization, Clearing And Demolition**

6a	Tree Removal - North Side Friendly Rd Lots 1,17,9,10	1.00 LS
54	Removal & Replacement Of Brick Wall @ Lot 1	1.00 LS

**Total Price for above 01. Mobilization, Clearing And Demolition Items: \$39,100.00**

**Total Price for above City Of Dunn Costs Items: \$39,100.00**

**Notes:**

- Notes:
- Erosion maintenance if quoted is figured for maintaining erosion control devices while our crew is on site. This does not cover abnormal weather or acts of God.
- NCDOT MONTHLY TERMINAL PRICE IN OUR BID WAS =Sept/ 2024 @ \$591.63/ton  
NCDOT MONTHLY TERMINAL PRICE NOW IS=  
PRICE INCREASE OF =
- UNIT PRICES
  1. Mass Undercut Waste On-Site @ \$8.00 per cubic yard
  2. Backfill Mass Undercut with On-Site Material @ \$8.00 per cubic yard
  3. Mass Undercut & Dispose of Off-Site @ \$28.00 per cubic yard
  4. Backfill Mass Undercut with Off-Site Material @ \$28.00 per cubic yard
  5. Backfill Mass Undercut with ABC Stone @ \$30.00 per ton
  6. Tensar BX-1100 @ \$6.00 per square yard
  7. Trench Undercut & Waste On-Site @ \$8.00 per cubic yard
  8. Backfill Trench Undercut with On-Site Material @ \$8.00 per cubic yard
  9. Trench Undercut & Dispose of Off-Site @ \$28.00 per cubic yard.
  10. Backfill Trench Undercut with Off-Site Material @ \$28.00 per cubic yard
  11. Mass Rock Excavation & Waste On-Site @ \$30.00 per cubic yard
  12. Trench Rock Excavation & Waste On-Site @ \$50.00 per cubic yard
  13. Well Point System - \$30.00/LF
  14. Bedding Stone - \$30.00/TN
  15. Haul Excess Material Offsite - \$20.00/CY
  16. Import Fill Material From Offsite - \$20.00/CY
  17. 6" Perforated French Drain - \$28.00/LF
  18. Regrade Behind Dry Utilities - \$3.00/LF

The above unit costs include haul-off and haul-in of material as required and applicable.  
 The above unit costs include all mark-ups.
- All Sheets Drawn By: Fleet Temple Engineering PLLC, Sheets: C1.0, C2.0, C2.1,C2.2,C2.3,C3.0,C3.1,C3.2, DATED: 01.18.24 NOT STAMPED APPROVED FOR CONSTRUCTION
- Earthwork quantities are based on topographical information obtained from the above referenced plans; if existing field topo is found to be in error with existing plan topo, then our quantities will be adjusted accordingly.
- All fine grading is figured with a tolerance of plus or minus 0.10'



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<b>Project Location:</b> Friendly Road, Dunn, NC	<b>Bid Date:</b> 9/20/2024

• EXCLUSIONS NOT IN OUR BID PROPOSAL:

- Erosion control measures due to lack of information on plans , except items listed in proposal
- New water
- New sewer
- Stump removal in close proximity to existing utilities
- Demolition and/or disposal of above ground and/or below ground structures and/or debris
- Wellons Construction will not be responsible for ponding water where grades are less than two (2%) percent fall
- Regrading behind dry utilities
- Camera inspection of storm drain for municipality approval (camera items in bid are for installation inspection prior to paving only)
- Flushing storm drain a second time after 1st lift of asphalt
- Bonds, fees, permits
- Engineering
- Soil testing
- Removal of any hazardous/contaminated materials
- Undercutting of unsuitable materials
- Backfill of undercut with suitable fill
- Rock excavation of any type
- Re-location of utilities, power poles, telephone boxes, gas lines
- Signage
- Electrical work
- PVC sleeving / conduit
- Landscaping
- Dewatering of any kind

- This Proposal may be withdrawn if not accepted within 30 days from the date of this proposal or if work does not commence within 30 days from the date of this proposal.
- Prices in this proposal are contingent upon suppliers and vendors honoring their quoted prices for the time period specified above. In the event that Wellons Construction experiences non-negotiable price increases or surcharges from vendors and/or suppliers prior to the actual purchase of material or subcontract of work (i.e., fuel surcharges or otherwise), then these increases will be addressed with the owner and submitted as a change order to the agreed upon contract prices within this proposal.
- Asphalt pricing provided is based upon the market price, per ton, for liquid asphalt as of the date of this proposal. Due to the volatility in price of this material from our suppliers, our proposal is subject to escalation for all asphalt paving items. Wellons Construction reserves the right to submit revised pricing, if necessary, at a later date in the event that there is a fluctuation in price of liquid asphalt prior to actual purchase of this material.

Fuel pricing provided is based upon the market price, per gallon, for fuel as of the date of this proposal. Due to the volatility in price of this material from our suppliers, our proposal is subject to escalation for all fuel items. Wellons Construction reserves the right to submit revised pricing, if necessary, at a later date in the event that there is a fluctuation in price of fuel prior to actual purchase of this material. Fuel pricing as of November 1, 2023 based on an average of \$3.50/gallon for off road diesel.

- This proposal (including any attachments) contains confidential pricing information and is intended for use only by the named recipient for the sole purpose of evaluating whether to award construction work to Wellons Construction. The recipients' acceptance of this proposal constitutes an agreement not to disclose this information to anyone other than its employees or others involved in making the decision to award a contract for work. Any other use is strictly prohibited. Disclosure of this information to others will cause loss of damage to Wellons Construction. In the event the recipient does not agree to these terms of use, please immediately notify us by fax or by telephone and destroy or return this proposal.
- This is an Unit Price Proposal and Final Payment will be based upon actual quantities completed.



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<b>Project Location:</b> Friendly Road, Dunn, NC	<b>Bid Date:</b> 9/20/2024

• THE FOLLOWING CONDITIONS APPLY TO THIS CONTRACT UNLESS SPECIFICALLY EXCLUDED:

1. Unless a lump sum price is to be paid for the foregoing work and is clearly so stated it is understood and agreed that the quantities are estimates only and the payment shall be made at the stated unit prices on the actual quantities of work performed as determined upon completion of the work.
2. If credit conditions become unsatisfactory at any time prior to our completion of this contract, we shall be furnished adequate security upon our request before continuing performance of this contract.
3. Increases or decreases in excess of twenty-five per cent (25%) of any estimated quantity in this contract are subject to negotiation and shall be agreed upon by both parties prior to performance of the work.
4. We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.
5. This proposal is based on the entire work contained therein being made available to us at the same time, unless otherwise agreed upon and so stated. In the event we are directed to undertake the construction in "stages", a price is to be agreed upon to compensate us for the additional costs involved.
6. Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including, but not limited to, fire, flood, labor disputes or other disagreements, and accidents, or other mishaps, whether affecting this work or other operations in which we are involved, either directly or indirectly.
7. We shall not be responsible for, and you agreed to hold us harmless from, any liability resulting from damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways, or other improvements located within our work area or designated access area. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work whether completed or in the process, resulting from any cause or causes beyond our control, including but not limited to, failure of sub-grade or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
8. Should a surety bond be required by you or by us, the one requesting the bond from the other will pay the premium unless otherwise agreed upon.
9. We do not include any engineering, surveying, independent laboratory testing, utilities acreage fees, or any other fees or permits required by local ordinance.
10. We reserve the right to undertake the work when, in our opinion, weather and working conditions are favorable. Should you direct us to undertake the work when conditions are not favorable, we will proceed but will not be responsible for any defects resulting, in whole or part, from such unfavorable working conditions.
11. We are not responsible for repairs to pavement when we place asphalt surface on a stone base placed by the customer.
12. **ATTORNEY FEE CLAUSE**  
 The owner and/or General Contractor hereby agree to pay the reasonable attorney fees of Wellons Construction Company, Inc. in the event that the amount due Wellons Construction Comp
  - A service charge of 1.5% (18% per annum) will be charged for all late payments.
  - Contract permanent seeding is 1 time only. Change of seasons and request for seasonal seeding will be an additional cost.
  - Our proposal is based upon the bid documents provided by others. Wellons Construction accepts no responsibility for discrepancies between what is shown in the bid documents versus what is found to be existing on the project site, nor for discrepancies between what is shown in the bid documents versus what any municipality/government entity/other agency having authority over aspects of the project may require. All such discrepancies that result in additional costs to Wellons Construction will be addressed for compensation via revision to the contract.



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<b>Project Location:</b> Friendly Road, Dunn, NC	<b>Bid Date:</b> 9/20/2024

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Wellons Construction</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Billy Raynor          9108926630 braynor@wellonsconstruction.com</p>
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**Meeting Date: October 22, 2024**

<b>SUBJECT TITLE</b>	Sampson County Water Purchase Contract
<b>PRESENTER/DEPARTMENT</b>	Ian Stroud, Water Treatment Plant Manager
<b>ATTACHMENT(S)</b>	Sampson County Water Purchase Contract
<b>PUBLIC HEARING PUBLISH DATES</b>	N/A

**PURPOSE:** To approve the Sampson County Water Purchase Contract.

**BACKGROUND:** Sampson County Water and Sewer District 2, a previous bulk water customer has requested to purchase on average 1.5 million gallons of water a month for 1 year. The sale of water will be metered through the existing infrastructure located on Highway 55.

The Water Treatment Plant has a capacity of treating 8.0 million gallons a day and in 2023 treated on average 3.1205 million gallons a day. The amount of water Sampson County has requested will increase the average daily flow to approximately 3.170 million gallons.

**BUDGET IMPACT:** Revenue from water sales for the Water and Sewer Fund will increase approximately \$4,125 per month based on an average usage of 1.5M gallons per month.

<b>RECOMMENDED MOTION/ACTION REQUESTED OF COUNCIL</b>	Motion to approve the Sampson County Water Purchase Contract.
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NORTH CAROLINA

HARNETT COUNTY

## WATER PURCHASE CONTRACT

THIS CONTRACT, for the sale and purchase of water, is entered into this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF DUNN**, hereinafter referred to as the **CITY** (seller), and the **SAMPSON COUNTY WATER AND SEWER DISTRICT 2**, hereinafter referred to as the **DISTRICT** (purchaser).

### WITNESSETH

**WHEREAS**, the **DISTRICT** is organized and established under the provisions of Chapter 153A of the North Carolina General Statutes and, under the authority of G.S. 153A-275, operates a water supply and distribution system, serving water users within the area described in plans on file in the offices of the **DISTRICT**, entitled, "Sampson County Water and Sewer District 2" County Complex, East Rowan Street, Clinton, North Carolina, 28328, and in the exercise of this authority, requires a supply of treated water; and

**WHEREAS**, the **CITY** is organized and established under the provisions of Chapter 160A of the North Carolina General Statutes and owns and operates a water supply and distribution system, with a capacity currently capable of serving the present customers of the **CITY'S** system and the estimated number of water users to be served by the **DISTRICT** as shown in the plans of the system, entitled, "Sampson County Water and Sewer District 2" now on file in the offices of

the **DISTRICT**; and

**WHEREAS**, the **CITY** agrees to sell, and the **DISTRICT** agrees to purchase, a supply of treated water in accordance with the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements herein set forth, the parties hereby agree as follows:

1. The **CITY** Agrees:

(a) Quantity and Quality: To furnish the **DISTRICT** at the point of delivery hereinafter specified during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards established under the North Carolina Drinking Water Act, G.S. 130A-311 et. seq. and the rules promulgated thereunder governing Public Water Systems in 15A NCAC Chapter 18C. **CITY** agrees to furnish such quantities as may be required by the **DISTRICT** not to exceed a monthly average of 75,000 gallons per day and a daily maximum of 100,000 gallons. Further, in the event the daily flow exceeds 1.5 times the maximum daily flow contracted for due to excessive use, a break in the **DISTRICT'S** water system, or other emergency, the **DISTRICT** is obligated to immediately contact the **CITY'S** utility personnel and inform them the maximum daily amount will be exceeded. Each of the parties hereto shall immediately notify the other of an emergency or condition which may affect the quality of water in either party's system. The **DISTRICT** further agrees that their minimum quarterly usage shall not be less than 3.0 million gallons, or approximately 32,876 gallons per day. To determine quarterly usage, a quarterly running total shall be calculated using a running three (3) billing cycle period; based on this calculation, total usage during each period shall be equal to or greater than

3.0 million gallons. Usage calculations shall be tallied using CITY'S monthly water billing cycle, which occurs on or near the 15<sup>th</sup> (fifteenth) day of each month. Should the quarterly running total fall below the established minimum level, an additional billing equal to the established minimum level less the quarterly running total would be in order.

(b) Point of Delivery and Pressure: That water will be furnished at a reasonably constant pressure calculated at 50 to 55 PSI from existing 6-inch supply main at the point located on Highway 55 known as **Highway 55 Meter Pit** (35.297945, -78.573297). If a greater pressure than that normally available at the point of delivery is required by the **DISTRICT**, the cost of providing such greater pressure shall be born by the **DISTRICT**; emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, and use of water to fight fire, earthquake, or other catastrophe, shall excuse noncompliance by the **CITY** from this provision for such reasonable period of time as may be necessary to restore service at the required pressure.

(c) Metering Equipment: To operate and maintain at its own expense at the point of delivery the necessary metering equipment, including a meter house or pit required devices of standard type for properly measuring the quantity of water delivered to the **DISTRICT** and to calibrate such metering equipment whenever requested by the **DISTRICT**, but no more frequently than once every twelve months; a meter registering not more than 2% above or below the test results shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such test. If the meter fails to register for any period of time, the amount of water furnished for such period shall be deemed to be the amount of water delivered in the

corresponding period immediately prior to the failure, unless the **CITY** and the **DISTRICT** shall agree upon a different amount. The metering equipment shall be read monthly by the **CITY** according to the **CITY'S** prevailing meter reading schedule. An official of the **DISTRICT** shall have access to the meter for the purpose of verifying its reading at any reasonable time, upon request.

(d) Billing Procedure: To furnish the **DISTRICT** at the above address, not later than the 10th day of each month with an itemized statement of the amount of water furnished to the **DISTRICT** during the preceding month.

2. The **DISTRICT** Agrees:

(a) Payment Date: To pay the **CITY'S** monthly bill no later than the past due date posted on the statement for water furnished, which said past due date shall be at least 10 days but not more than 20 days after the date of statement for water delivered.

(b) Rates: That the water rates charged by the **CITY** to the **DISTRICT** shall be no greater than the prevailing municipal wholesale bulk rate charged by the **CITY** to its other municipal customers which rate, at the time of execution of this contract, is \$2.75 per 1,000 gallons for water used as determined by the readings from the Highway 55 meter. *This shall be the rate until such time as **CITY** rates change pursuant to paragraph (3)(e) below.* In consideration therefore, and to minimize the potential for competition between the **DISTRICT** and the **CITY** for a particular customer or group of customers, the **DISTRICT** will establish rates that are equal to or greater than the rate charged by the **CITY** for a corresponding volume used by the same classification of user.

3. It is further agreed between the **CITY** and **DISTRICT** as follows:

(a) Terms of Contract: That this contract shall extend for a term of **1 year** from the date of the initial delivery of any water as shown by the first bill submitted by the **CITY** to the **DISTRICT** and thereafter, may be renewed or extended upon such terms as may be agreed upon by the **CITY** and the **DISTRICT**.

(b) Delivery of Water: That 10 days prior to the estimated date of the delivery of water to the **DISTRICT'S** water supply distribution system, the **DISTRICT** shall notify the **CITY** in writing setting out the date for the initial delivery of water.

(c) Water for Testing: When requested by the **DISTRICT**, the **CITY** will make available to the contractor or the **DISTRICT** personnel at the point of delivery or other point reasonably close thereto, water sufficient for testing, flushing, and filling the system. The **DISTRICT** shall notify the **CITY** at least 12 hours prior to said testing, flushing, or filling any request for the provision of water for said purpose.

(d) Failure to Deliver: The **CITY**, at all times, shall operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the **DISTRICT** with quantities of water required by the **DISTRICT** as stated in this contract. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water or the supply of water available to the **CITY** is otherwise diminished over an extended period of time, the supply of water to the **DISTRICT'S** consumers shall be reduced or diminished in the same ratio or proportion as the supply to the **CITY'S** consumers is reduced or diminished.

(e) Modification of Contract: That requests to modify the provisions of this contract pertaining to the volume of water to be furnished to the **DISTRICT** may be made by the

**DISTRICT** by written notice to the **CITY** given at least sixty (60) days prior to the desired effective date of said modifications. Notwithstanding any other provision of this contract, the provisions hereof pertaining to *the schedule of rates to be paid to the CITY for water delivery are subject to modification at the end of every fiscal year-period*, generally coinciding with annual budget preparation and may be modified by the **CITY** by written notice to the **DISTRICT** given at least 60 days prior to the desired effective date of said modification provided however, that any and all increases shall be subject to the rate limitations set out in Paragraph 2(b) above. Further, during the *1 year* duration of this agreement the **CITY** and the **DISTRICT** mutually agree and understand that any requests by either party for modifications of this agreement shall be submitted in written form to the other party at least sixty (60) days prior to the desired effective date of the requested modification provided that no such modification shall be permitted except upon the expressed mutual consent of both parties.

(f) Regulatory Agencies: That this contract is subject to such rules, regulations, or laws as may be applicable in similar agreements in this State, and the **CITY** and the **DISTRICT** will collaborate in obtaining such permits, certificates, or other regulatory compliance as may be required.

(g) Successor to the DISTRICT: In the event of any occurrence rendering the **DISTRICT** incapable of performing under this contract, any successor of the **DISTRICT**, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the **DISTRICT** hereunder.

(h) Authority to Amend, Modify or Alter: No officer or agent of the **CITY** or **DISTRICT** other than the City Board of Commissioners or the District Board shall have the power to amend, modify, or alter this agreement, or in any way waive any condition or to bind **CITY** or **DISTRICT** to make any promises or representation not contained herein.

(i) Responsibility for Quality: It is distinctly understood and agreed by both parties hereto that the **CITY'S** obligation as to the bacteriological quality of water furnished only applies to the point of delivery. The **DISTRICT** shall be solely responsible for the bacteriological quality of water beyond the point of delivery.

(j) Policies and Ordinances of the City of Dunn: It is understood and agreed by both parties that the **DISTRICT** shall be subject to all policies and ordinances of the **CITY**, including those implemented in the future, which relates to the subject matter of this contract. If a policy or ordinance directly conflicts with any term of this contract, then the contract shall control.

(k) Emergency Situations: Notwithstanding any other provision of this contract, in the event of an emergency situation created by unexpected events beyond the control of either party, the Director of Public Works or his designee on behalf of the **CITY**, and the County Manager or his designee on behalf of the **DISTRICT**, may agree to a modification or alteration of the terms of this contract in order to address the emergency situation. Any such modification or change shall continue in effect for the duration of the emergency or until the governing board of either party directs its discontinuance, whichever occurs earlier.

(l) Addresses for Notice: Whenever notice or information is to be furnished by the **CITY** to the **DISTRICT**, it shall be personally delivered or mailed to the County Manager



at the Sampson County Office Complex, 435 Rowan Road, Clinton, North Carolina 28328. Whenever notice or information is to be furnished by the **DISTRICT** to the **CITY**, it shall be personally delivered or mailed to the City Manager at the Dunn City Hall or Post Office Box 1065, Dunn, North Carolina 28335-1065. As used herein "personal delivery" includes email, facsimile, or physical delivery.

**NOW THEREFORE**, the parties hereunto have set their hands and seals the said day and year first

above written.

CITY OF DUNN

By: \_\_\_\_\_  
William P. Elmore, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Matti, City Clerk

SAMPSON DISTRICT WATER AND SEWER  
DISTRICT 2

By: \_\_\_\_\_  
Chairperson, District Board

ATTEST:

\_\_\_\_\_  
Clerk to the District Board

**Meeting Date: October 22, 2024**

<b>SUBJECT TITLE</b>	Administrative Reports
<b>PRESENTER/DEPARTMENT</b>	City Manager Neuschafer
<b>ATTACHMENT(S)</b>	Monthly Reports
<b>PUBLIC HEARING PUBLISH DATES</b>	

**PURPOSE:**

- 1) City Manager’s Report/Update on Council Goals
- 2) Financial Report/Assessment Update
- 3) Monthly Departmental Reports Included:
  - Planning & Inspections Report
  - Public Works Reports
  - Public Utilities Report
  - Water Plant Report
  - Wastewater Treatment Plant Report
  - Parks & Recreation Report
  - Police Report

October 15, 2024

	Primary Goal	Plan of Action	Update	Timeline for Start or Finish	Funding needed
<b>1</b>		Infrastructure			
<b>1a</b>	Wastewater	<ul style="list-style-type: none"> <li>Sewer Plant</li> <li>Sewer Lines (Repairs sized to accommodate growth)</li> </ul>	Substantial completion Signed July, 2024	Completion  As Necessary	Millions
<b>1b</b>	Stormwater	<ul style="list-style-type: none"> <li>Prioritize Long-term Projects</li> <li>Clear Annual Priorities for Staff</li> <li>Funding/Budgeting</li> </ul>	Received Grant of \$500,000 for Merry Street project  Acquiring easements for Pearsall St. project.	Summer of 24	Millions
<b>1c</b>	Water	<ul style="list-style-type: none"> <li>Complete Planning and Bid for Water Tower US301S</li> <li>Create an action plan for the Water Plant</li> </ul>	Original Design Plan under Revision by DMP.	Maximum two years  Need to prioritize progress for decision	\$3.5 Million  Millions
<b>1d</b>	Street Improvements	<ul style="list-style-type: none"> <li>Prioritize street repairs</li> <li>Allocate funding</li> </ul>	Preparing engineer selection process & USDA application	RFQ Selection process started.	Approved \$4-5M Debt.
<b>1e</b>	Private Property utility Issues	<ul style="list-style-type: none"> <li>Finish Ordinance and Adopt</li> <li>Plan for implementation</li> </ul>		Summer of 24 to adoption	Time \$100,000
<b>2</b>		Public Relations			
<b>2a</b>	Improve Public Relations	<ul style="list-style-type: none"> <li>Training for applicable employees</li> <li>Research PIO position</li> <li>Monthly Update of PR Activities</li> <li>Signage for Active City Projects – Public Works and Utilities</li> </ul>	In Staff Activity Reports  Complete	Signage for City projects Summer 24/	\$75,000  \$1,000

October 15, 2024

	Primary Goal	Plan of Action	Update	Timeline for Start or Finish	Funding needed
<b>1</b>		Infrastructure			
<b>1a</b>	Wastewater	<ul style="list-style-type: none"> <li>Sewer Plant</li> <li>Sewer Lines (Repairs sized to accommodate growth)</li> </ul>	Substantial completion Signed July, 2024	Completion  As Necessary	Millions
<b>1b</b>	Stormwater	<ul style="list-style-type: none"> <li>Prioritize Long-term Projects</li> <li>Clear Annual Priorities for Staff</li> <li>Funding/Budgeting</li> </ul>	Received Grant of \$500,000 for Merry Street project – Engineering Pearsall St. Bidding	Summer of 24	Millions
<b>1c</b>	Water	<ul style="list-style-type: none"> <li>Complete Planning and Bid for Water Tower US301S</li> <li>Create an action plan for the Water Plant</li> </ul>	Out for Bid – Fall '24  Not Assigned	Maximum two years  Need to prioritize progress for decision	\$3.5 Million  Millions
<b>1d</b>	Street Improvements	<ul style="list-style-type: none"> <li>Prioritize street repairs</li> <li>Allocate funding</li> </ul>	Preparing engineer selection process & USDA application	RFQ Selection process started.	Approved \$4-5M Debt.
<b>1e</b>	Private Property utility Issues	<ul style="list-style-type: none"> <li>Finish Ordinance and Adopt</li> <li>Plan for implementation</li> </ul>		Spring of 2025 to adoption	Time \$100,000
<b>2</b>		Public Relations			
<b>2a</b>	Improve Public Relations	<ul style="list-style-type: none"> <li>Training for applicable employees</li> <li>Research PIO position</li> <li>Monthly Update of PR Activities</li> <li>Signage for Active City Projects – Public Works and Utilities</li> </ul>	In House Existing Personnel  In Staff Activity Reports  Complete	Signage for City projects Summer 24/	\$75,000  \$1,000

October 15, 2024

	Primary Goal	Plan of Action	Update	Timeline for Start or Finish	Funding needed
2b	Regional Marketing Plan for Sports Events	<ul style="list-style-type: none"> <li>Communication with Local Businesses early when hosting Sporting Events</li> <li>Reach out to sporting organizations (baseball, softball) to increase future travel ball events</li> <li>Market to regional sporting organizations to host major events</li> </ul>	Recreation & Tourism are working to prepare proposal for community benefit.	Creation of recreation marketing 24/25	\$10,000
3		<b>City Hall Renovations</b>			
		Plumbing Repairs		24/25 budget year	\$65,000
4		<b>Update UDO</b>			
		<ul style="list-style-type: none"> <li>Text Amendments to correct typos and implement newer growth recommendation in land use plan</li> <li>More focus on land use and growth issues during work sessions</li> </ul>		ongoing	Time
5		<b>Business Recruitment and Investments</b>			
		<ul style="list-style-type: none"> <li>Actively Recruit Businesses working in partnership with Downtown, the Chamber and Tourism</li> <li>Market Plan for Business Recruitment</li> <li>Create and Fund Incentive Programs for private sector</li> </ul>		Ongoing – participate with tourism efforts	\$50,000
				24/25 budget for incentive	\$25- \$50,000 year

October 15, 2024

Primary Goal	Plan of Action	Update	Timeline for Start or Finish	Funding needed
	investments specifically for <i>restaurants</i> (façade grants, permit fee reductions, etc.) <ul style="list-style-type: none"> <li>Continue support and involvement with I95/I40 Alliance</li> <li>Research Electricity Accessibility for Food Trucks and Conforming Ordinance</li> </ul>		Annual Alliance dues  24/25 budget for extending electrical access	\$55,000  \$10-20,000
<b>6</b>	<b>Community Character and Beautification</b>			
<b>6a</b>	<b>Gateways</b>	<ul style="list-style-type: none"> <li>Work with NCDOT to add additional signage through I95 project</li> <li>Increase Code Enforcement efforts along gateways</li> </ul>	In Process	24/27 depending on I-95 project ongoing  \$250,000  Time
<b>6b</b>	<b>Wayfinding</b>	<ul style="list-style-type: none"> <li>Bid and proceed with Phase 1</li> <li>Develop strategies and funding for future phases</li> </ul>	Bid Awarded	Spring of 2025 completion  \$250,000 budgeted
<b>6c</b>	<b>Reuse of City-owned properties</b>	Identify Issues and Create Action Plan/Updating Council regularly		ongoing  Undetermined
<b>6b</b>	<b>Beautification Efforts</b>	<ul style="list-style-type: none"> <li>Look for funding and develop plan for specific projects</li> <li>Seek community involvement and business participation</li> <li>Look at Public Art Program – partner with schools</li> </ul>		Need plan to direct funding 24/25  Undetermined
<b>6c</b>	<b>Redevelopment Zone</b>	Develop plan and Study feasibility for Redevelopment Zone		Consensus to move forward  Undetermined

October 15, 2024

Primary Goal	Plan of Action	Update	Timeline for Start or Finish	Funding needed
			and determine area	
<b>7</b>	Upgrade City Technology			
<b>7a</b>	Update Payroll Software and Water Bill Payment (more user friendly)		Timekeeper software	\$17,000
<b>7b</b>	Update Permitting Software	In Process	Active in November	\$21,000
<b>7c</b>	Prepare Plan for Physical Hardware upgrades	Met with Harnett IT to discuss Hardware Plan	3 yr. computer replacement plan	\$60,000
<b>8</b>	Senior Citizens Transportation			
	Research Grant for funding		24/25	\$60,000
<b>9</b>	Increase Walkability/Connectivity			
<b>9a</b>	Park to Park Trail	<ul style="list-style-type: none"> <li>Prepare Plan for Phase 2</li> <li>Funding and Implementation</li> </ul>	24/25 develop route	\$500,000+
<b>9b</b>	Updates	Identify small and less expensive projects that can be completed in-house	Proposed \$25,000 in annual budget	Ongoing Budget maintenance of sidewalk
<b>10</b>	Parks and Recreation			
<b>10a</b>	Codrington Park Improvements	<ul style="list-style-type: none"> <li>Upgrade Basketball Court Facilities</li> <li>Complete Needs Survey for Parks and Recreation</li> <li>Create plan for renovations</li> <li>Burke St Improvements</li> </ul>	Ribbon Cutting for Basketball Court was held at the Juneteenth Celebration	Complete  Survey feedback to direct plan 25/26  \$100,000
<b>10a</b>	Cemeteries	<ul style="list-style-type: none"> <li>Address Aesthetic Concerns (Berms)</li> </ul>	Removal of Mound & Construction of Berm at Resthaven Complete.	Complete Time

October 15, 2024

Primary Goal		Plan of Action	Update	Timeline for Start or Finish	Funding needed
		<ul style="list-style-type: none"> <li>Fencing and Lighting</li> <li>Paving Repairs</li> </ul>	Pavement crack sealed	24/25 budget Summer 24	\$20,000 \$50,000
<b>11</b>		Facilities			
<b>11a</b>	Water Plant	<ul style="list-style-type: none"> <li>Develop Plan</li> <li>Find <b>Funding</b></li> </ul>		Set as Priority	..... Millions
<b>11b</b>	Public Works/Public Utilities Complex	<ul style="list-style-type: none"> <li>Develop Plan</li> <li>Find Funding</li> </ul>	USDA Grant Application Nearing Completion.	Grant Application Summer 24	Phase \$12M
			Phase II EPA Testing	In process	





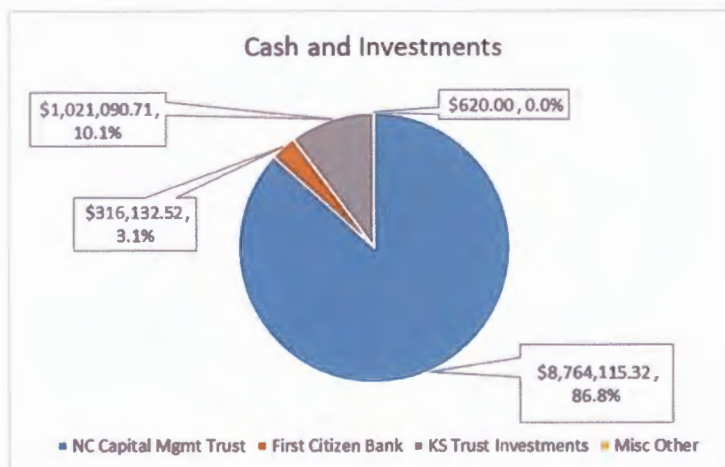
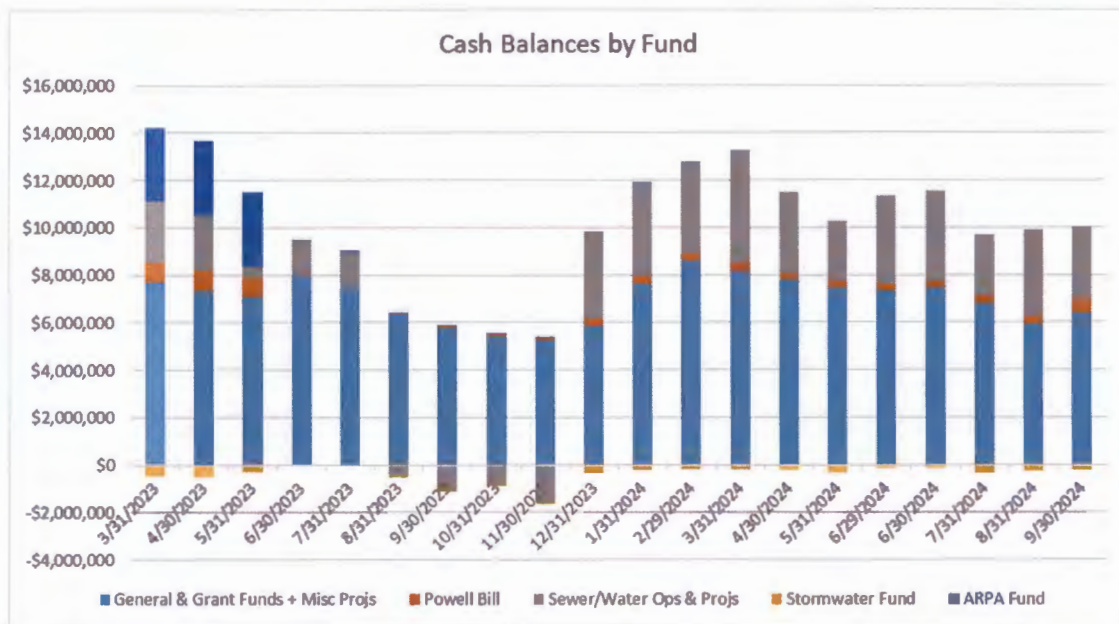
401 E Broad St • PO Box 1065 • Dunn, North Carolina 28335  
(910) 230-3500 • CityofDunn.org

**Mayor**  
William P. Elmore Jr.  
**Mayor Pro Tem**  
J. Wesley Sills  
**Council Members**  
April L. Gauden  
Raquel McNeil  
Billy Tart  
Alan Hargis  
Dr. David L. Bradham  
**City Manager**  
Steven Neuschafer

## MEMORANDUM

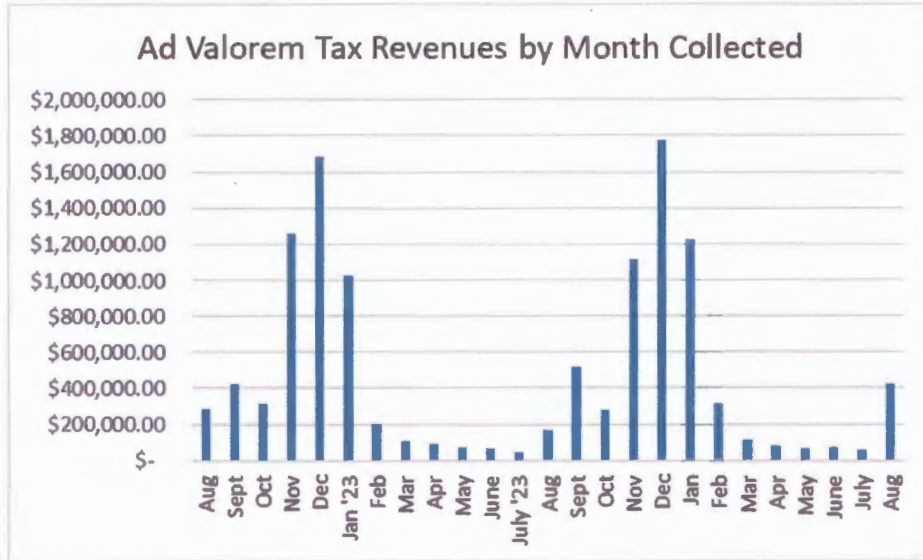
**To:** Honorable Mayor, City Council Members  
**From:** Cary McNallan, Finance Director  
**Subject:** September 2024 Financial Report (unaudited)  
**Date:** October 10, 2024

- **Cash & Investment Balances:** Cash and investment balances for all funds totaled \$10,101,959 as of September 30, 2024, compared to \$4,851,875 a year ago. The increase is primarily due to the timing of reimbursements of water and sewer project expenditures.



*Where community begins!*

- The benchmark for this period is 25.0% of the budget, however, revenues and expenditures will continue to be recorded for the next few weeks.
- General Fund Property Taxes collected by the County for the month of August 2024 totaled \$422,931 compared to \$171,455 for August 2023. FY25 year to date property tax revenues received are \$483,765. Our total estimated taxes for 2025 are \$5,759,728. These totals include taxes for Property, Motor Vehicles, and Downtown Service District.



- For Sales Taxes, our July receipts were \$284,369. This is \$8,506 less than the same period last year. Our budget for sales tax revenue for FY25 is set at \$3,310,000, and so far, this year we have recorded \$284,369, or 8.6%. Sales Tax Reports from the Department of Revenue are provided at least two months behind actual collections. Our next sales tax deposit will be November 15<sup>th</sup>.



- Building Permit Fees for the month of September were \$14,039. To date we have collected a total of \$28,024 or 17.5% of the budget. At the same time last year, our year-to-date revenue was \$52,676. The budget for the 2025 budget year is \$160,000.
- The following charts and graphs include Budgeted and Actual, Revenue and Expenditures for the General Fund, Water & Sewer Fund, Stormwater Fund, and the Powell Bill Fund.

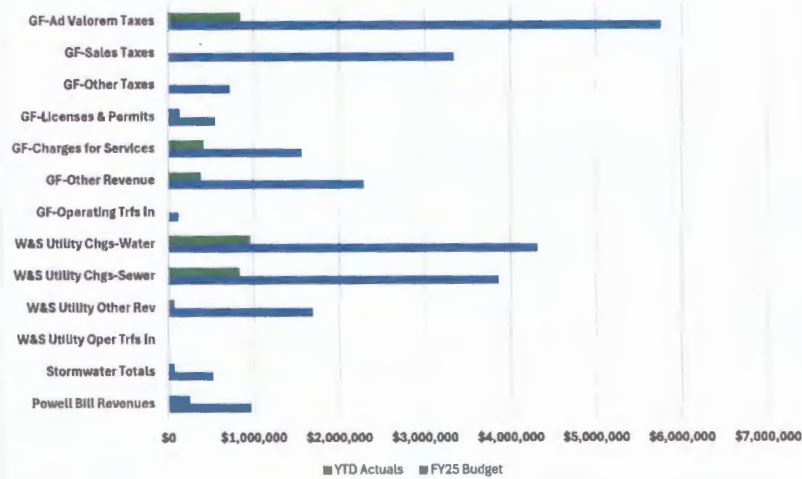
**FY25 YTD Actuals vs Budgets - Revenues**

All Funds - FY25		September	FY25	
Revenue Category/Fund	FY25 Budget	MTD Actuals	YTD Actuals	% of Bdgt
GF-Ad Valorem Taxes	5,759,728.00	361,619.61	845,385.00	14.7%
GF-Sales Taxes	3,341,000.00	2,453.20	5,154.16	0.2%
GF-Other Taxes	718,150.00	-	-	0.0%
GF-Licenses & Permits	548,650.00	33,551.70	133,508.00	24.3%
GF-Charges for Services	1,563,524.00	153,580.59	411,257.77	26.3%
GF-Other Revenue	2,285,330.23	187,143.82	378,588.90	16.6%
GF-Operating Trfs In	120,506.00	-	-	0.0%
<b>General Fund Totals</b>	<b>14,336,888.23</b>	<b>738,348.92</b>	<b>1,773,893.63</b>	<b>12.4%</b>
W&S Utility Chgs-Water	4,312,325.00	376,659.61	954,792.40	22.1%
W&S Utility Chgs-Sewer	3,857,450.00	335,261.58	830,090.42	21.5%
W&S Utility Other Rev	1,689,256.66	21,850.88	64,997.06	3.8%
W&S Utility Oper Trfs In	-	-	-	#DIV/0!
<b>W&amp;S Fund Totals</b>	<b>9,859,031.66</b>	<b>733,772.07</b>	<b>1,849,879.88</b>	<b>18.8%</b>
Stormwater Revenues	521,625.00	-	67,884.99	13.0%
<b>Stormwater Totals</b>	<b>521,625.00</b>	<b>-</b>	<b>67,884.99</b>	<b>13.0%</b>
Powell Bill Revenues	961,500.00	178,669.03	245,718.38	25.6%
<b>Powell Bill Totals</b>	<b>961,500.00</b>	<b>178,669.03</b>	<b>245,718.38</b>	<b>25.6%</b>

**FY24 YTD Actuals vs Budgets - Revenues**

All Funds - FY24		September	FY24	
Revenue Category/Fund	FY24 Budget	MTD Actuals	YTD Actuals	% of Bdgt
GF-Ad Valorem Taxes	5,563,300.00	171,455.58	219,897.43	4.0%
GF-Sales Taxes	3,125,000.00	2,787.59	5,782.17	0.2%
GF-Other Taxes	703,500.00	-	-	0.0%
GF-Licenses & Permits	575,200.00	65,731.70	170,418.03	29.6%
GF-Charges for Services	1,470,324.00	116,459.30	352,270.19	24.0%
GF-Other Revenue	2,922,280.66	94,650.31	265,958.20	9.1%
GF-Operating Trfs In	8,230.92	-	-	0.0%
<b>General Fund Totals</b>	<b>14,367,835.58</b>	<b>451,084.48</b>	<b>1,014,326.02</b>	<b>7.1%</b>
W&S Utility Chgs-Water	4,555,700.00	390,054.40	934,485.29	20.5%
W&S Utility Chgs-Sewer	3,890,700.00	315,429.30	777,761.25	20.0%
W&S Utility Other Rev	2,351,690.25	22,356.19	63,773.95	2.7%
W&S Utility Oper Trfs In	-	-	-	#DIV/0!
<b>W&amp;S Fund Totals</b>	<b>10,798,090.25</b>	<b>727,839.89</b>	<b>1,776,020.49</b>	<b>16.4%</b>
Stormwater Revenues	425,840.00	12,871.45	12,930.07	3.0%
<b>Stormwater Totals</b>	<b>425,840.00</b>	<b>12,871.45</b>	<b>12,930.07</b>	<b>3.0%</b>
Powell Bill Revenues	485,000.00	163,717.25	179,888.39	37.1%
<b>Powell Bill Totals</b>	<b>485,000.00</b>	<b>163,717.25</b>	<b>179,888.39</b>	<b>37.1%</b>

**Budget to Actual - FY25 Revenues**



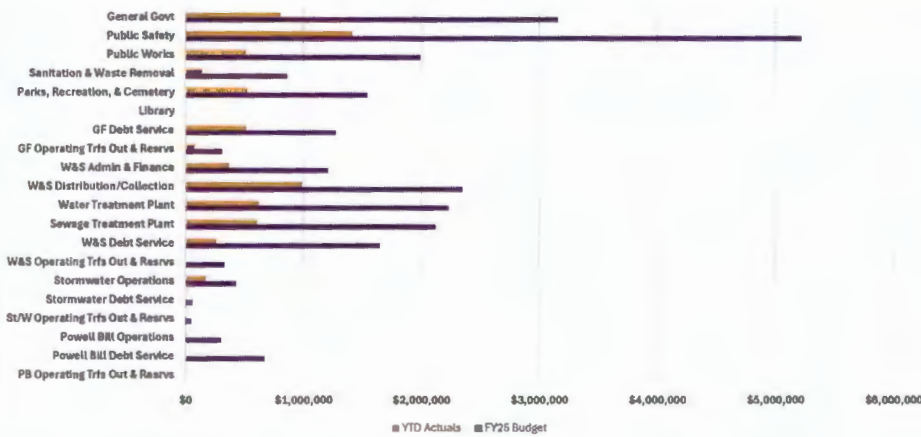
**FY25 YTD Actuals vs Budgets - Expenditures**

All Funds - FY25 Departments/Funds	September		FY25	
	FY25 Budget	MTD Actuals	YTD Actuals	% of Bdg
General Govt	3,153,165.15	154,511.94	801,089.64	25.4%
Public Safety	5,220,746.10	350,279.23	1,412,447.82	27.1%
Public Works	1,988,845.23	137,958.45	515,001.70	25.9%
Sanitation & Waste Removal	857,000.00	2,903.59	138,501.12	16.2%
Parks, Recreation, & Cemetery	1,535,981.75	105,886.80	524,126.86	34.1%
Library	4,482.00	-	1,896.57	42.3%
GF Debt Service	1,270,499.00	84,394.16	511,550.71	40.3%
GF Operating Trfs Out & Resrvs	306,169.00	-	75,250.00	24.6%
<b>General Fund Totals</b>	<b>14,330,686.23</b>	<b>835,934.17</b>	<b>3,978,864.42</b>	<b>27.8%</b>
W&S Admin & Finance	1,201,600.81	84,271.40	369,804.26	30.8%
W&S Distribution/Collection	2,345,780.60	150,678.03	985,568.13	42.0%
Water Treatment Plant	2,226,846.69	159,803.62	624,816.01	28.1%
Sewage Treatment Plant	2,113,966.56	174,192.20	606,423.31	28.7%
W&S Debt Service	1,643,553.00	261,051.47	261,051.47	15.9%
W&S Operating Trfs Out & Resrvs	327,284.00	-	-	0.0%
<b>W&amp;S Fund Totals</b>	<b>9,858,831.68</b>	<b>629,996.72</b>	<b>2,047,663.18</b>	<b>28.9%</b>
Stormwater Operations	424,994.50	8,268.16	171,898.74	40.5%
Stormwater Debt Service	52,630.00	-	-	0.0%
St/W Operating Trfs Out & Resrvs	44,000.50	-	0.50	0.0%
<b>Stormwater Totals</b>	<b>521,625.00</b>	<b>8,268.16</b>	<b>171,899.24</b>	<b>33.0%</b>
Powell Bill Operations	296,247.00	-	12,774.31	4.3%
Powell Bill Debt Service	665,253.00	-	-	0.0%
PB Operating Trfs Out & Resrvs	-	-	-	#DIV/0!
<b>Powell Bill Totals</b>	<b>961,500.00</b>	<b>-</b>	<b>12,774.31</b>	<b>1.3%</b>

**FY24 YTD Actuals vs Budgets - Expenditures**

All Funds - FY24 Departments/Funds	September		FY24	
	FY24 Budget	MTD Actuals	YTD Actuals	% of Bdg
General Govt	2,911,563.22	152,972.41	607,294.68	20.9%
Public Safety	5,087,426.02	360,196.14	1,250,640.48	24.6%
Public Works	2,128,977.22	109,160.43	704,313.32	33.1%
Sanitation & Waste Removal	841,000.00	66,025.24	133,396.20	15.9%
Parks, Recreation, & Cemetery	1,435,022.50	87,731.18	318,737.96	22.2%
Library	103,547.00	445.00	524.00	0.5%
GF Debt Service	1,095,864.00	-	492,435.87	44.9%
GF Operating Trfs Out & Resrvs	764,435.62	18,500.00	34,475.00	4.5%
<b>General Fund Totals</b>	<b>14,367,838.58</b>	<b>798,630.40</b>	<b>3,541,817.51</b>	<b>24.7%</b>
W&S Admin & Finance	1,122,655.73	61,214.01	225,139.29	20.1%
W&S Distribution/Collection	1,825,127.93	141,798.33	470,097.23	25.8%
Water Treatment Plant	2,262,739.03	280,253.81	731,572.82	32.3%
Sewage Treatment Plant	2,082,096.56	99,346.90	294,465.16	14.1%
W&S Debt Service	2,871,668.00	15,484.28	138,783.44	4.8%
W&S Operating Trfs Out & Resrvs	633,803.00	-	-	0.0%
<b>W&amp;S Fund Totals</b>	<b>10,798,096.25</b>	<b>388,097.33</b>	<b>1,866,857.94</b>	<b>17.2%</b>
Stormwater Operations	373,211.00	782.50	51,129.92	13.7%
Stormwater Debt Service	52,629.00	2,732.53	2,732.53	5.2%
St/W Operating Trfs Out & Resrvs	-	-	-	#DIV/0!
<b>Stormwater Totals</b>	<b>425,840.00</b>	<b>3,815.03</b>	<b>53,862.45</b>	<b>12.6%</b>
Powell Bill Operations	269,748.00	598.34	12,250.41	4.5%
Powell Bill Debt Service	215,252.00	107,625.88	107,625.88	50.0%
PB Operating Trfs Out & Resrvs	-	-	-	#DIV/0!
<b>Powell Bill Totals</b>	<b>485,000.00</b>	<b>108,224.22</b>	<b>119,876.29</b>	<b>24.7%</b>

**Budget to Actual - FY25 Expenditures**



Dunn Capital Project Summary Report

as of: 10/11/2024

LTD = Life to Date

Proj # - Description	St Proj #	Project Budget	LTD Actual Funding	LTD Actual Expenditures	Current Encumbrances	Funding Less Exp/Enc	Budget Balance	% of Bdg't Expended	Grant Funds	Grant % of Proj
<b>General Govt Projects</b>										
Proj 77 - SCIF Grants	22-SCIF-10802-01&02	650,000.00	690,716.67	135,227.95	-	555,488.72	514,772.05	20.8%	650,000.00	100.0%
Proj 100 - Paving Project	N/A	2,100,000.00	2,100,000.00	1,280,622.45	(70,376.30)	889,753.85	889,753.85	61.0%	-	0.0%
Proj 101 - Park to Park Trail Project	N/A	566,599.93	566,599.93	566,599.93	-	0.00	0.00	100.0%	-	0.0%
Proj 102 - FY24 Gen Govt Veh & Eq Project	N/A	466,861.00	-	441,297.59	-	(441,297.59)	25,563.41	94.5%	-	0.0%
Proj 103 - City Wayfinding Project	N/A	250,000.00	250,000.00	23,992.50	184,566.00	41,441.50	41,441.50	9.6%	-	0.0%
Proj 104 - Tart Park Improvements	2023-1007	440,000.00	240,000.00	-	-	240,000.00	440,000.00	0.0%	200,000.00	45.5%
Proj 62 - FY24 Stormwater Veh & Eq Project	N/A	266,000.00	-	265,591.00	-	(265,591.00)	409.00	99.8%	-	0.0%
Proj 69G - FY24 Water & Sewer Veh & Eq Project	N/A	416,000.00	-	390,515.71	-	(390,515.71)	25,484.29	93.9%	-	0.0%
<b>Total General Govt Projects</b>		<b>\$ 5,155,460.93</b>	<b>\$ 3,847,316.60</b>	<b>\$ 3,103,847.13</b>	<b>\$ 114,189.70</b>	<b>\$ 629,279.77</b>	<b>\$ 1,937,424.10</b>		<b>\$ 850,000.00</b>	<b>16.5%</b>
<b>Water and Sewer Projects</b>										
Proj 66 - CDBG-I Wastewtr Collection Syst 2021	CDBG #20-I-3606	1,999,129.00	384,645.22	383,852.52	1,561,966.78	(1,561,174.08)	53,309.70	19.2%	1,999,129.00	100.0%
Proj 67 - CWSRF WW Treatment Plant Imprv 2021	SRP-W-ARP-0033, CS370417-07	12,554,620.00	12,554,620.00	11,904,735.58	634,591.13	15,293.29	15,293.29	94.8%	8,856,100.00	70.5%
Proj 68 - CWSRF Sewer Collection System Rehab	CS370417-06	2,000,000.00	-	364,712.50	118,987.50	(483,700.00)	1,516,300.00	18.2%	500,000.00	25.0%
Proj 69E - FY24 Water Treatment Plant Imprv	N/A	255,200.00	185,200.00	179,800.00	-	5,400.00	75,400.00	70.5%	-	0.0%
Proj 70 - Tracy Lane W&S Extension	N/A	361,400.00	361,400.00	23,670.00	-	337,730.00	337,730.00	6.5%	-	0.0%
Proj 78 - Eastside PumpSta,Forcemain	USDA Grant & Loan	12,126,000.00	-	823,296.50	424,000.00	(1,247,296.50)	10,878,703.50	6.8%	3,500,000.00	28.9%
Proj 79 - Black River WWTP Effluent	SRP-W-ARP-0288	16,100,000.00	1,027,724.00	1,113,401.65	588,706.00	(674,383.65)	14,397,892.35	6.9%	15,350,000.00	95.3%
Proj 80 - Machine & Welding Outfall Sewer	SRP-W-ARP-0287	8,591,002.00	2,347,102.00	1,258,752.56	5,831,634.25	(4,743,284.81)	1,500,615.19	14.7%	6,243,900.00	72.7%
Proj 81 - Sewer Asset Inventory & Asmnt (AIA)	AIA-W-ARP-0203	400,000.00	58,300.00	68,940.00	331,060.00	(341,700.00)	-	17.2%	400,000.00	100.0%
Proj 82 - Ammons Road Meter Vault	N/A	90,888.56	90,888.56	90,888.56	-	-	-	100.0%	-	0.0%
Proj 83 - Champion PS Conversion	N/A	452,100.00	452,100.00	18,675.00	39,625.00	393,800.00	393,800.00	4.1%	-	0.0%
Proj 84 - Lead & Copper Svc Asmnt	(SWIA) SRF-D-LSL-0013	500,000.00	30,763.68	30,763.68	459,236.32	(459,236.32)	10,000.00	6.2%	300,000.00	60.0%
Proj 85 - Raw Water Pump Station Imprvmnts	BRIC2021	9,094,222.00	-	-	-	-	9,094,222.00	0.0%	9,094,222.00	100.0%
Proj 86 - Water AIA	NCDEQ #AIA-D-0302	157,500.00	-	2,250.00	-	(2,250.00)	155,250.00	1.4%	150,000.00	95.2%
<b>Total Water and Sewer Projects</b>		<b>\$ 64,682,061.56</b>	<b>\$ 17,492,743.46</b>	<b>\$ 16,263,738.55</b>	<b>\$ 9,989,806.98</b>	<b>\$ (8,760,802.07)</b>	<b>\$ 38,428,516.03</b>		<b>\$ 46,893,351.00</b>	<b>71.7%</b>
<b>Stormwater Projects</b>										
Proj 34 - Stormwater Mapping Project	SRP-SW-ARP-0003	349,000.50	349,000.50	349,000.50	-	-	-	100.0%	500,000.00	143.3%
Proj 59 - Juniper Creek Area Strmwtr Imprv	DWI-CWSRF CS370417-08	2,859,955.00	-	-	505,500.00	(505,500.00)	2,354,455.00	0.0%	1,000,000.00	35.0%
Proj 60 - E Bay St & S Wilson Av Strmwtr Imprv		118,800.00	118,800.00	118,000.00	800.00	-	-	99.3%	-	0.0%
Proj 61 - Pearsall St Culvert-aka Juniper Crk StW	SRP-SW-ARP-0098 & 0030	1,760,900.00	265,355.00	327,851.43	236,398.57	(298,895.00)	1,196,650.00	18.6%	890,340.00	50.6%
<b>Total Stormwater Projects</b>		<b>\$ 5,088,655.50</b>	<b>\$ 733,155.50</b>	<b>\$ 794,851.93</b>	<b>\$ 742,698.57</b>	<b>\$ (804,395.00)</b>	<b>\$ 3,551,105.00</b>		<b>\$ 2,380,340.00</b>	<b>47.0%</b>
<b>Grand Totals (all funds)</b>		<b>\$ 74,926,177.99</b>	<b>\$ 22,073,215.56</b>	<b>\$ 20,162,437.61</b>	<b>\$ 10,846,695.25</b>	<b>\$ (8,935,917.30)</b>	<b>\$ 43,917,045.13</b>		<b>\$ 49,633,691.00</b>	<b>66.2%</b>

## SEPTEMBER 2024 | Monthly Development Report

Planning & Inspections Department | 102 N. Powell Ave., Dunn, NC 28334 | phone 910-230-3503 | fax 910-230-9005 | [www.dunn-nc.org](http://www.dunn-nc.org)

Code Enforcement	Type	Number
	Minimum Housing Inspections	0
	Non-Residential Inspections	0
	Improper refuse in container	0
	Junk & Debris Violations	5
	Household/Indoor Furniture	0
	Junk Vehicles	6
	Junk Vehicles Removed by City	1
	Weeded Lot Violations	20
	Overgrowth	0
	Dead/Unsafe Trees	0
	Misc. Complaints/Public Nuisance	0
	Illegal Dumping	0
	Illegal Signs	0
	Plantings in right of way	0
	Large Limbs	0
	Yard Waste	2

Permits & Inspections		
	Permits Issued	40
	Permit Fees Collected	\$21,474
	Inspections Performed	149 101 Initial 67.8 % 48 re-inspection 32.2 %
	Plans Reviewed	114
	Demolitions	2
	Certificate of Occupancy's Issued	6
	Food Truck Permits	0
	Food Truck Renewals	1
	ABC Permits	1
	Tent Permits	0
	Special Event/Noise Permit	6

Fire Inspections & Permits		
	Fire Inspections Performed	85
	Fire Permits Issued	55
	Fire Inspection Fees Collected	\$4264.73

Planning & Zoning		
	Development Permits	\$ 100.00 Deck/Carport/Pavilion/Garage-Screened Porch-Storage Bldg.-

# Building Permit Details or Summary by Permit Issue Date

Oct 3, 2024 8:49 AM  
Lori Holland  
City of Dunn

Date Range (inclusive): **Mon Sep 02 2024 to Mon Sep 30 2024**  
 Permit Status Values: **All**  
 Show Permits With No Due Or Paid Fees: **true**

Work Class	Permit #	Address	PIN	Sq Feet	Status	Contractor	Valuation	Fees Due	Fees Paid	Issued	RCOD
New Construction	BC-24-00466-Dunn	11142 NC 55	1526-33-0531.000	6114	Issue	RiverWILD Commercial LLC (Mckeel, Nicholas Ryan)	\$844,593	\$0.00	\$6,230.00	9/19/24	214
Other	BC-24-00483-Dunn	E Broad	1516-67-2246.000		Issue	C & M Contractors Company INC (Doyle, Brian)	\$0	\$0.00	\$0.00	9/25/24	350
Remodel	BC-24-00479-Dunn	321 E Broad St	1516-76-1973.000	0	Issue	RLC Construction Co. (Cruse, Randy L)	\$160,000	\$0.00	\$1,610.00	9/20/24	350
New Construction	BR-24-00132-Dunn	106 Berkshire Cir	1517-24-4603.000	1664	Issue	Wellons Realty Inc (Wellons, Robert Paul)	\$141,000	\$0.00	\$3,783.00	9/6/24	101
New Construction	BR-24-00434-Dunn	1000 N Mckay Ave	1517-60-9839.000	1890	Issue	BVA Enterprises Inc (Larson, Alan Roy)	\$160,000	\$0.00	\$3,840.00	9/4/24	101
New Construction	BR-24-00444-Dunn	406 W Granville St	1517-60-9867.000	1890	Issue	BVA Enterprises Inc (Larson, Alan Roy)	\$160,000	\$0.00	\$733.00	9/4/24	101
New Construction	BR-24-00446-Dunn	149 Courtside Dr	1506-77-9834.000	1551	Issue	SDH RALEIGH LLC (ERFORD, TERRANCE ROBERT)	\$118,619	\$0.00	\$648.00	9/3/24	101
New Construction	BR-24-00448-Dunn	256 Bruce Dr	1506-87-1891.000	2467	Issue	SDH RALEIGH LLC (ERFORD, TERRANCE ROBERT)	\$165,392	\$0.00	\$877.00	9/3/24	101
New Construction	BR-24-00450-Dunn	248 Bruce Dr	1506-87-1886.000	2282	Issue	SDH RALEIGH LLC (ERFORD, TERRANCE ROBERT)	\$141,560	\$0.00	\$831.00	9/3/24	101
Sub-Work New Const	BR-24-	606 E Pearsall St	1516-75-2119.000	1176	Issue	S & R General	\$81,000	\$0.00	\$394.00	9/26/24	106

	00487-Dunn					Contracting Co (Mendoza-Tenecota, Raul E)						
Sub-Work New Const	BR-24-00488-Dunn	808 N Watauga Ave	1517-41-3678	1632	Issue	Palatine, T/A, Chad Edward	\$50,000	\$0.00	\$508.00	9/26/24	106	
Demolition	DM-24-00455-Dunn	614 E Vance St	1516-86-6905.000		Issue	Caraballo, Francisco G	\$6,500	\$0.00	\$60.00	9/10/24	649	
Demolition	DM-24-00467-Dunn	6514 Fairground Rd	1517-78-2425.000		Issue	Family Building Company LLC (Burbach, James Michael)	\$4,500	\$0.00	\$60.00	9/10/24	649	
New Construction	DM-24-00463-Dunn	6474 Fairground Rd	1517-78-1644.000	1200	Issue	Family Building Company LLC (Burbach, James Michael)	\$10,000	\$0.00	\$60.00	9/4/24	649	
Sub-Work New Const	EC-24-00464-Dunn	10 Carlie C Dr	1517-21-7209.000	0	Compl	Brandon Lee Electric (Lee, Brandon Allen)	\$2,000	\$0.00	\$100.00	9/5/24	BC	
Sub-Work New Const	EC-24-00465-Dunn	1206 Exchange St	1517-72-2109.000	0	Issue	J C's Electric Service INC (Byrd Jr, Jerry Carl)	\$4,000	\$0.00	\$100.00	9/6/24	NONE	
Sub-Work New Const	EC-24-00489-Dunn	1002 E Wake St	1526-16-4532.000	41000	Issue	Jackson and Sons	\$9,815	\$0.00	\$200.00	9/27/24	BC	
Sub-Work New Const	ER-24-00461-Dunn	1607 Wellons Ave	1517-54-0278.000	0	Compl	Maida Electric, LLC (Maida, Thomas J)	\$800	\$0.00	\$60.00	9/3/24	NONE	
Sub-Work New Const	ER-24-00469-Dunn	105 Windsor Dr		5820	Issue	Jared's Electrical Services LLC (Al Barina, Jared)	\$200	\$0.00	\$60.00	9/13/24	NONE	
Sub-Work New Const	ER-24-00471-Dunn	1301 W Divine St	1516-19-7392.000	0	Issue	Brookdelinc Electric (Nicholson, Richard G)	\$950	\$0.00	\$60.00	9/13/24	NONE	
Sub-Work New Const	ER-24-	119 Holly St	1517-88-2618.000	1180	Issue	Miller, Steven C	\$100	\$0.00	\$60.00	9/13/24	NONE	



	00473-Dunn											
Sub-Work New Const	ER-24-00476-Dunn	208 W Carr St	1516-69-7321.000	0	Issue	Power Comm Electrical Contractor (Sutton, John Davis)	\$1,000	\$0.00	\$60.00	9/19/24	NONE	
New Construction	MC-24-00482-Dunn	E Broad	1516-67-2246.000	0	Void	C & M Contractors Company INC (Doyle, Brian)	\$16,000	\$0.00	\$200.00	9/24/24	BC	
Sub-Work New Const	MC-24-00462-Dunn	501 Spring Branch Rd	1516-72-8255.000	4060	Issue	Indoor Comfort Systems (Watkins, Kenneth A.)	\$15,690	\$0.00	\$200.00	9/3/24	101	
Sub-Work New Const	MR-24-00460-Dunn	1607 Wellons Ave	1517-54-0278.000	0	Compl	Dave's Heating & Cooling (Johnston, David Lee)	\$8,200	\$0.00	\$60.00	9/4/24	NONE	
Sub-Work New Const	MR-24-00468-Dunn	105 Windsor Dr		5820	Issue	Creech, Brandon W	\$4,200	\$0.00	\$60.00	9/10/24	NONE	
Sub-Work New Const	MR-24-00470-Dunn	1301 W Divine St	1516-19-7392.000	0	Issue	Solomon Maryland HVAC (Maryland, Solomon W)	\$9,550	\$0.00	\$60.00	9/13/24	NONE	
Sub-Work New Const	MR-24-00472-Dunn	107 N Holland Ave	1516-95-9089.000	0	Issue	Roberson, John	\$600	\$0.00	\$60.00	9/13/24	NONE	
Sub-Work New Const	MR-24-00475-Dunn	1504 Fairview St	1517-72-5598.000	0	Issue	Blanton's Heating & A/C Corp. (Blanton, William A)	\$10,000	\$0.00	\$60.00	9/18/24	NONE	
Sub-Work New Const	MR-24-00481-Dunn	1706 Lakeshore Dr	1527-11-4473.000	0	Issue	Wilkins, John & Elizabeth	\$12,200	\$0.00	\$60.00	9/24/24	NONE	
Sub-Work New Const	MR-24-00485-Dunn	110 Sawyer Cir		0	Issue	Dave's Heating & Cooling (Johnston, David Lee)	\$6,300	\$0.00	\$60.00	9/26/24	NONE	
Sub-Work New Const	MR-24-00486-Dunn	110 Sawyer Cir		0	Issue	Dave's Heating & Cooling (Johnston, David Lee)	\$6,300	\$0.00	\$60.00	9/26/24	NONE	
New Construction	DV-24-00435-Dunn	1000 N Mckay Ave	1517-60-9839.000	1890	Issue	BVA Enterprises	\$160,000	\$0.00	\$0.00	9/4/24	101	

						Inc (Larson, Alan Roy)						
New Construction	DV-24-00443-Dunn	406 W Granville St	1517-60-9867.000	1890	Issue	BVA Enterprises Inc (Larson, Alan Roy)	\$160,000	\$0.00	\$0.00	9/4/24	101	
New Construction	DV-24-00445-Dunn	149 Courtside Dr	1506-77-9834.000	1551	Issue	SDH RALEIGH LLC (ERFORD, TERRANCE ROBERT)	\$118,619	\$0.00	\$0.00	9/3/24	101	
New Construction	DV-24-00447-Dunn	256 Bruce Dr	1506-87-1891.000	2467	Issue	SDH RALEIGH LLC (ERFORD, TERRANCE ROBERT)	\$165,392	\$0.00	\$0.00	9/3/24	101	
New Construction	DV-24-00449-Dunn	248 Bruce Dr	1506-87-1886.000	2282	Issue	SDH RALEIGH LLC (ERFORD, TERRANCE ROBERT)	\$141,560	\$0.00	\$0.00	9/3/24	101	
Other	DV-24-00474-Dunn	1003 Fairground Rd	1517-64-8293.000		Issue	Muflahi, Yassen	\$60,000	\$0.00	\$100.00	9/18/24	BC	
Sub-Work New Const	PC-24-00480-Dunn	1604 S Wilson Ave	1516-21-6859.000, 1516-22-7065.000	0	Issue	Gary Willis Plumbing, Inc. (Willis, Gary)	\$3,700	\$0.00	\$100.00	9/26/24	BC	
Sub-Work New Const	PR-24-00484-Dunn	109 Holly St	1517-78-7661.000	0	Issue	Canaday's Plumbing & Construction LLC (Canaday, Johnathan Paul)	\$4,000	\$0.00	\$60.00	9/27/24	NONE	
<b>Grand Total for 40 Permits</b>							<b>\$2,964,340</b>	<b>\$0</b>	<b>\$21,474.00</b>			

# CO Issued Permit Report

Oct 3, 2024 8:54 AM  
Lori Holland  
City of Dunn

Date range: **Mon Sep 02 2024 to Mon Sep 30 2024**

Street	Number	Subdivision	Parcel	Permit Type	Permit Num	Applied Date	Issued Date	CO Issued Date	Completed Date	Description
E Broad St	122		02151611010011	Commercial Building Permit	BC-24-00087-Dunn	2/23/24	2/27/24	9/16/24	9/16/24	reno interior upstairs apartment, jordans apartment, w/all trades
Courtside Ctr	133			Residential Building Permit	BR-24-00350-Dunn	6/24/24	6/25/24	9/18/24	9/18/24	New SFD 2467sqft
W Harnett St	207			Residential Building Permit	BR-23-00452-Dunn	9/14/23	10/11/23	9/5/24	9/5/24	construct new sfd 2266 sqft
N Orange Ave	406		1516-59-2641.000	Residential Building Permit	BR-24-00342-Dunn	6/21/24	6/24/24	9/9/24	9/9/24	Convert open deck to a screened in porch
Sue Ave	107			Residential Building Permit	BR-22-00731-Dunn	12/19/22	12/21/22	9/16/24	9/16/24	rewire, replumb, replace ductwork, insulate, sheetrock
Tracy Ln	101		02151719170014	Residential Building Permit	BR-24-00110-Dunn	3/17/24	3/22/24	9/23/24	9/23/24	restoration of interior and exterior due to house fire, all trades
Total permits:										
6										

## BUILDING PERMITS: SEPTEMBER 2024

Address	Permit Type
149 COURTSIDE	RES DEV & BUILD PERMIT
501 SPRING BRANCH RD	COM MECH PERMIT
E Broad	COMM BUILD PERMIT
11142 NC 55 E	COMM BUILD PERMIT
1002 E WAKE ST	COMM ELEC PERMIT
1206 EXCHANGE ST	COMM ELEC PERMIT
10 CARLIE C DR	COMM ELEC PERMIT
1604 S WILSON AVE	COMM PLUMB PERMIT
614 E VANCE ST	DEMO PERMIT
1003 FAIRGROUND RD	DEV PERMIT
1000 N MCKAY AVE	RES BUILD & DEV PERMIT
606 E PEARSALL ST	RES BUILD PERMIT
808 N WATAUGA AVE	RES BUILD PERMIT
6514 FAIRGROUND RD	RES DEMO PERMIT
6474 Fairground Rd	RES DEMO PERMIT
248 BRUCE DR	RES DEV & BUILD PERMIT
256 BRUCE DR	RES DEV & BUILD PERMIT
208 W CARR ST	RES ELEC PERMIT
119 HOLLY ST	RES ELEC PERMIT
105 Windsor Dr	Res Elec Permit
1607 WELLONS AVE	RES ELEC PERMIT
1607 Wellons Ave	RES ELEC Permit
1301 W Divine St	Res Electrical Permit
1607 WELLONS AVE	RES MEC PERMIT
110 SAWYER CIR	RES MECH PERMIT
110 SAWYER CIR	RES MECH PERMIT
1504 FAIRGROUND ST	RES MECH PERMIT
107 N Holland Ave	Res Mech Permit
1301 W Divine St	Res Mech Permit
105 WINDSOR DR	RES MECH PERMIT
109 HOLLY AVE	RES PLUMB PERMIT
406 GRANVILLE	RES& DEV BUILD PERMIT

614 E Vance St - Before



614 E Vance St - After



PUBLIC WORKS DEPARTMENT SEPTEMBER  
2024 MONTHLY REPORT

101 E CLEVELAND ST, DUNN NC 28334 PHONE 910-892-2948 FAX 910-892-8871 www.dunn-nc.org

STREET DEPARTMENT	TYPE	NUMBER
	ALLEY MAINTENANCE	15
	BRUSH-LIMB PICKUP	309
	BULK ITEM	167
	CATCH BASIN CLEANING	1
	CATCH BASIN LID	1
	CLEAR STREET OF OBSTRUCTION-DEBRIS	2
	CLOGGED DRAIN OR INLET	2
	CULVERT MAINTENANCE	9
	CURB REPAIR	1
	CUT	10
	DEAD ANIMAL	2
	DITCH MAINTENANCE	2
	DROP OFF	1
	FLOODING	2
	GROUNDS MAINTENANCE	1
	MISSED PICKUP	4
	MOWING	1
	ON-CALL	11
	POTHoles	164
	SAFETY CONCERN	3
	SIGN DOWN-DAMAGED	1
	SIGN MAINTENANCE	8
	TRASH REMOVAL	1
	TREE TRIM NEEDED	2

TOTAL WORK ORDERS

705

PUBLIC WORKS DEPARTMENT SEPTEMBER  
2024 MONTHLY REPORT

101 E CLEVELAND ST, DUNN NC 28334 PHONE 910-892-2948 FAX 910-892-8871 [www.dunn-nc.org](http://www.dunn-nc.org)

TONNAGE REPORT	TYPE	NUMBER
	SOLID WASTE IN TONS	231.19
	YARD WASTE IN TONS	53.19
	RECYCLING WASTE IN TONS	30.11
	GRAND TOTAL TONS	314.49

\*Data from Republic Services Report



PUBLIC WORKS DEPARTMENT SEPTEMBER  
2024 MONTHLY REPORT

101 E CLEVELAND ST, DUNN NC 28334 PHONE 910-892-2948 FAX 910-892-8871 [www.dunn-nc.org](http://www.dunn-nc.org)

CEMETERY DEPARTMENT	TYPE	NUMBER
	FILL GRAVE	39
	GRASS MOWING AND WEED EATING	51
	OPEN/CLOSE	10
	SET FOUNDATION	1
	TREE TRIMMING	61

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# Public Utilities Dept | September 2024 | Monthly Report

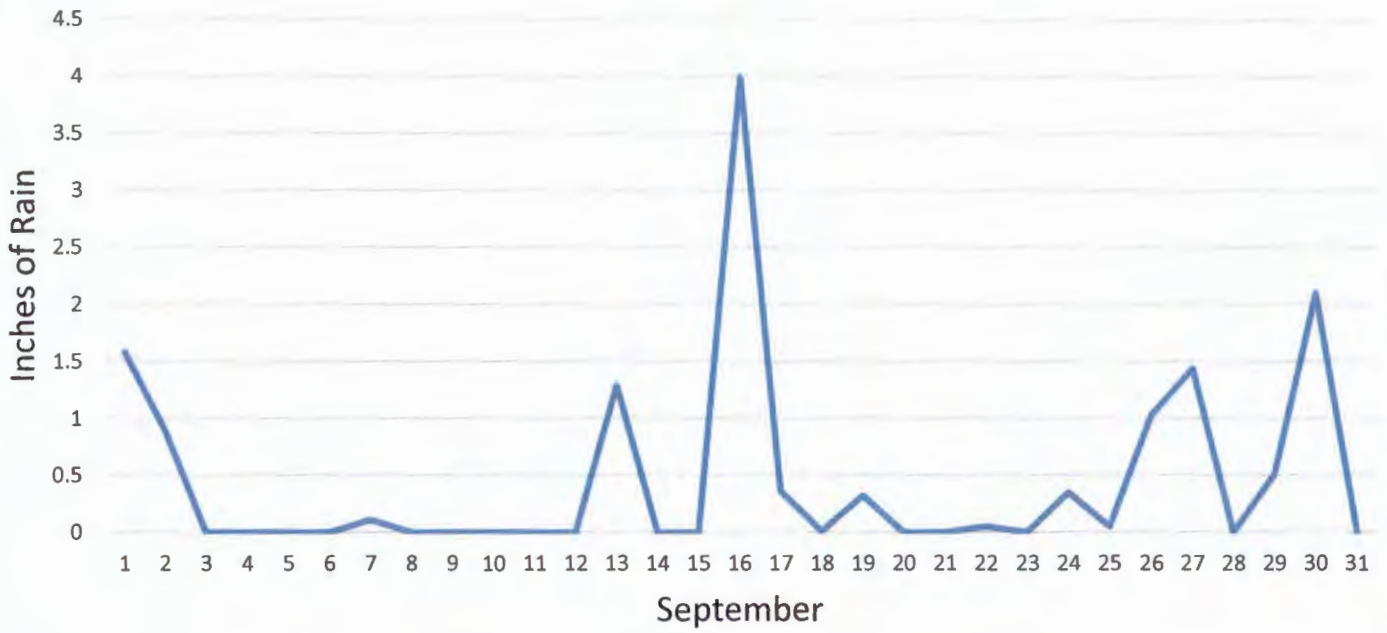
101 E. Cleveland St., Dunn, NC 28334 | phone 910-892-2948 | fax 910-892-8871 | [www.dunn-nc.org](http://www.dunn-nc.org)

Black River Wastewater Treatment Facility		September
	Total Million Gallons Treated	121.757
	Average Million Gallons Per Day Treated	4.058
	Rainfall in Inches	14.09

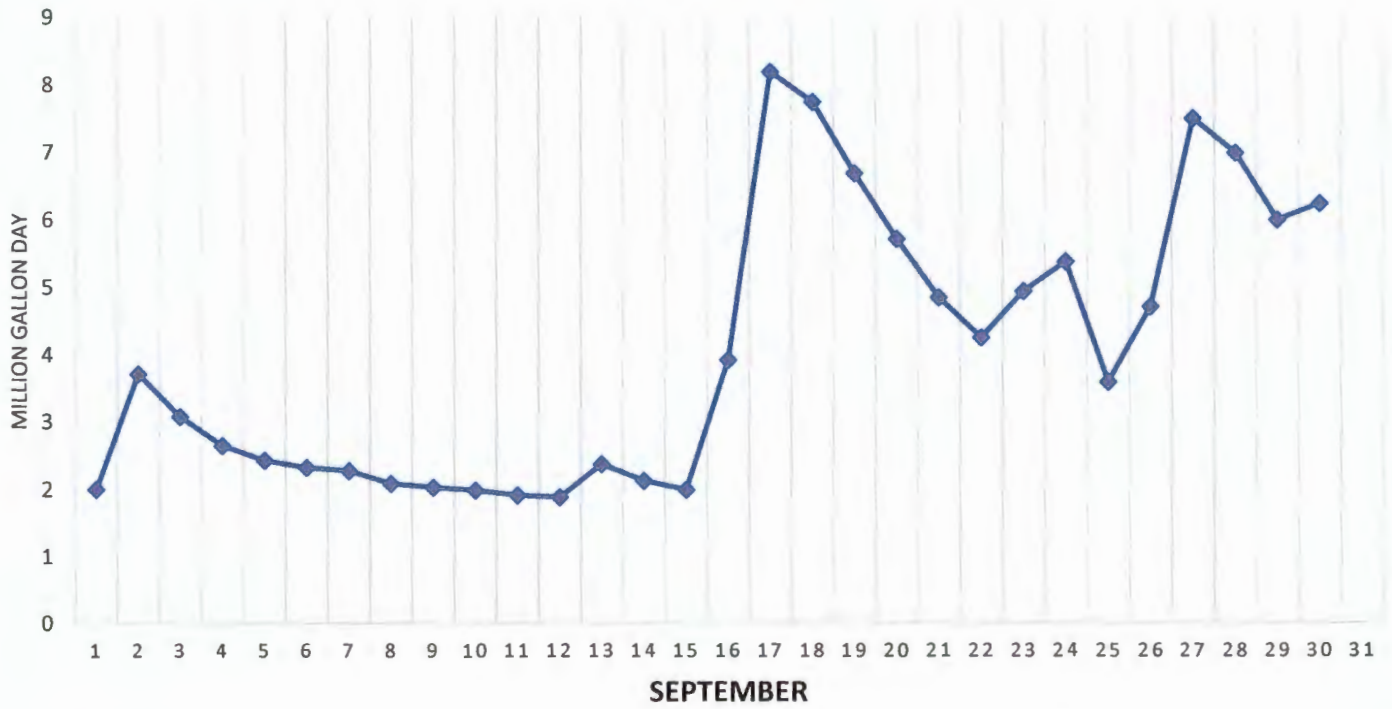
\*Data from NC DEQ DMR documents and Black River Wastewater Treatment Plant records



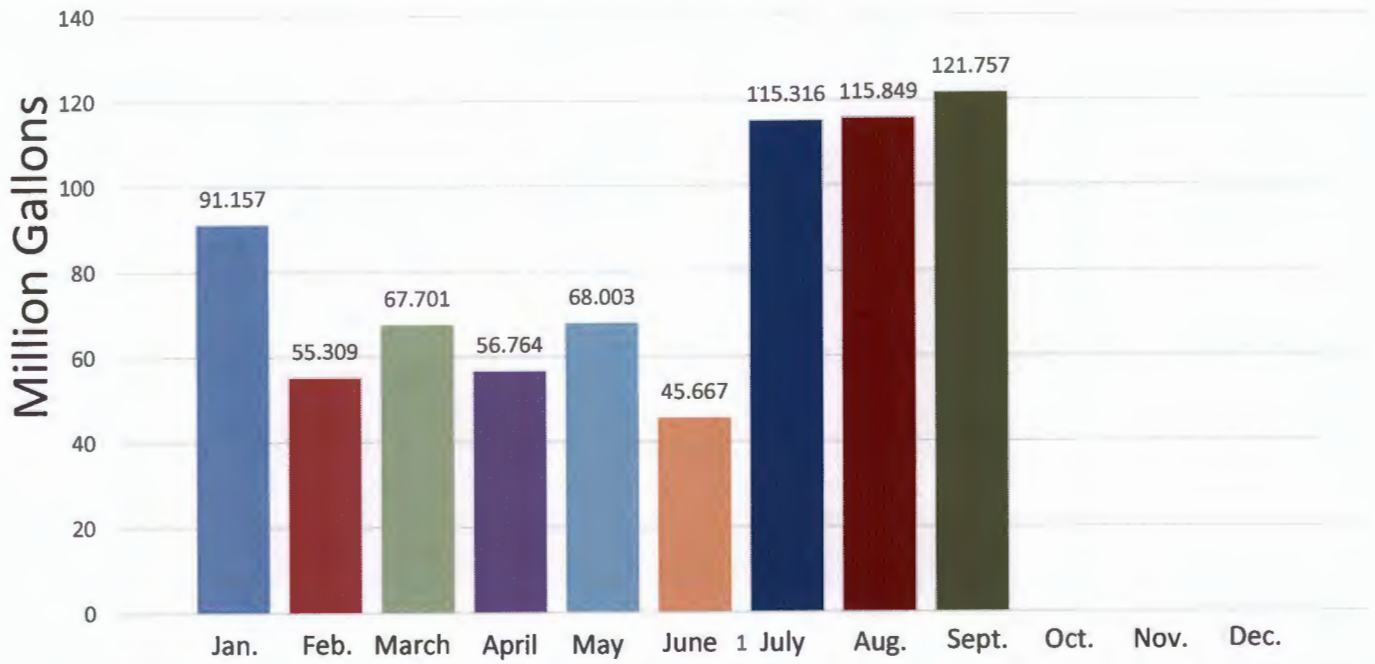
### Rain Fall



### AVERAGE DAILY FLOW



# Total Million Gallons Treated



## Public Utilities Dept | October 2024 | Monthly Report

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Water/Sewer Department		
	On Call	11
	Leak Repair	6
	Water Tap	
	New Sewer Tap	
	Sewer Tap Renewals	
	Water Construction	
	Sewer Stoppage	15
	Sewer Construction	
	Manhole Inspection	30
	Outfall Maintenance	4
	Hydrant Repair	1
	Utility Locates	786
	Water Meter Repair/Investigations	4
	Retire Water and Sewer Services	
	Valve Maintenance	
	Taste and Odor Complaint	
	Water Quality Flushing	
	Low Pressure Complaint	
	Other – Water	1
	Other – Sewer	1

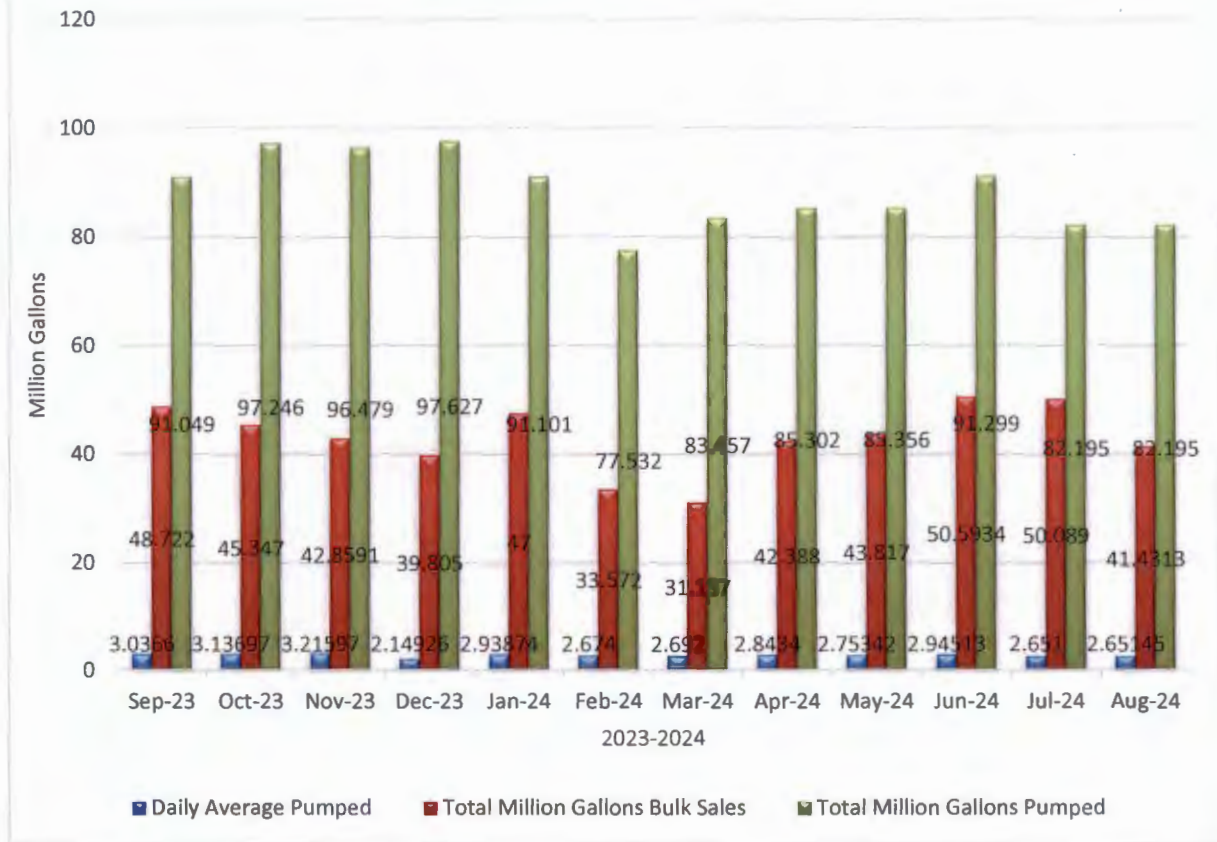


## Public Utilities Dept-WTP | August 2024 | Monthly Report

101 E. Cleveland St., Dunn, NC 28334 | phone 910-892-2948 | fax 910-892-8871 | [www.dunn-nc.org](http://www.dunn-nc.org)

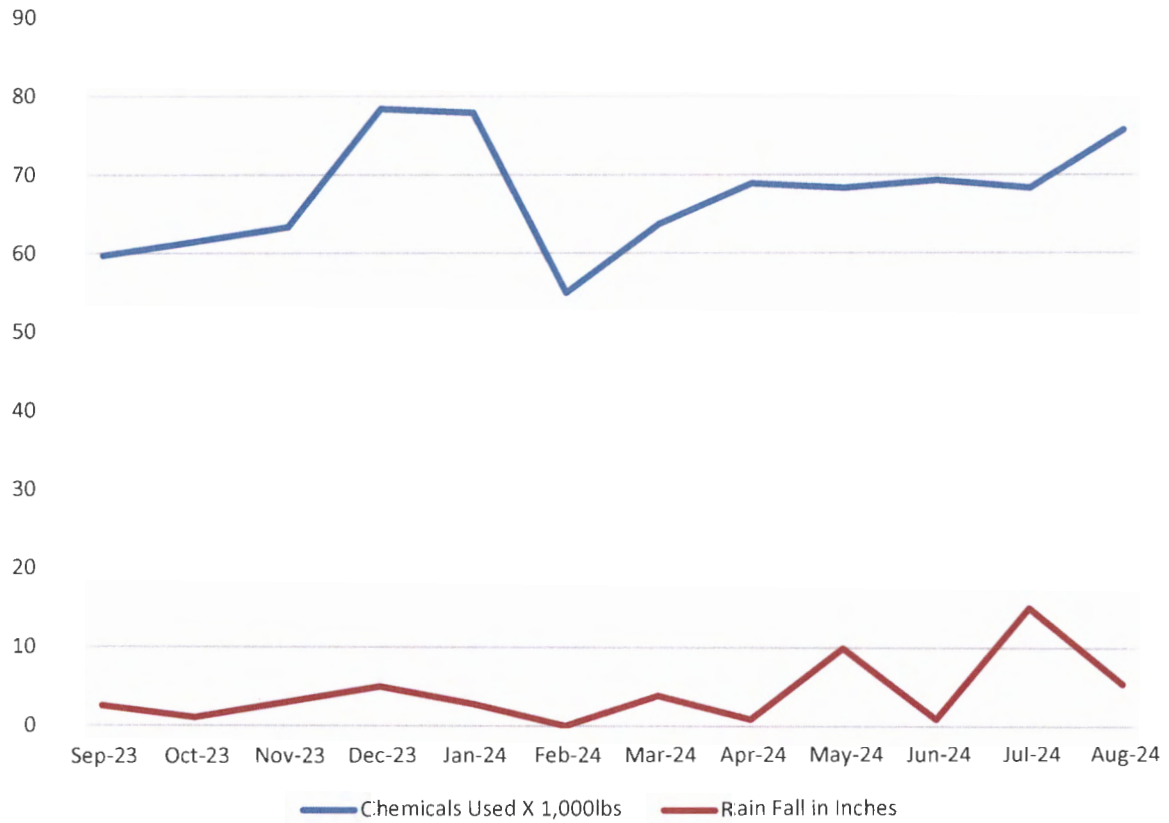
A.B. Uzzle Water Treatment Facility		
Total Million Gallons Pumped	82.195	
Average Million Gallons Per Day Pumped	2.65145	
Total Million Gallons Bulk Sales	41.4313	

### Water Plant Averages and Total Million Gallons Pumped 2023-2024





### Bulk Chemicals and Rain Fall Totals 2023-2024



\*Data from A.B. Uzzle Water Treatment Plant records, and Finance Department billing.



24-inch Water Transmission Line project pictures.







**CITY OF**  
**DUNN**  
**PARKS AND RECREATION**

205 Jackson Rd • PO Box 1065 • Dunn, North Carolina 28335  
 (910) 892-2976 • CityofDunn.org

**2024**

**September Monthly Report**

<b>Dunn Parks &amp; Recreation</b>	<b>Facility Rentals, Programs &amp; Etc.</b>	<b>Numbers</b>
<b>Rentals</b>	<b>Facility</b>	
	Dunn Community Building	7
	Clarence Lee Tart Memorial Park	2
	Multipurpose Room	1
	Codrington Park	0
	Nathan Harris Athletic Complex @ Tyler Park	0
	Baseball & Softball Field Rentals	2
	Tennis Courts	0
	Picnic Shelter Rentals	0
<b>Codrington Park Pool</b>		
	Child	20
	Youth	19
	Adults	0
	Concession Sales	\$64.00
<b>Coed Adult Softball</b>		
	Registration is open	
<b>Winter Programs</b>		
	Registration is open	
<b>P K Vyas Center</b>		
	P K Vyas Recreational Walkers	162
	Free Play 14-17 years old	31
	Free Play 11-13 years old	17
	Free Play 10 & Under years old	2
	Adult Play	5
	Batting Cage Rentals	0
	Pickleball Players	49
	Racquetball Court	0

## Cemetery Report

<b>Resthaven Cemetery</b>	<b>Sections</b>	<b>Total Spaces</b>	<b>Purchased</b>	<b>Available</b>
	Existing section 1-9, 11, 13 & 15	6,960	6,544	416
	Section 12 (opened May 2023)	432	25	407
	Section 14 (opened May 2023)	488	24	464
	Section 10 & 16 (not yet open)	1,248	0	0
<b>Greenwood Cemetery</b>				
	Existing Section A – Z	10,092	9,732	360
<b>Memorial Cemetery</b>				
	Existing Section A – F	3,448	1,503	1,833
	Existing section I, II, III	272	272	0
	Section G – P (not yet open)	3,336	0	0

## Social Media Activity September 2024



Thankyou to all that participated in our Co-Ed volleyball league. Congratulations to Team “Plan B” for winning the tournament. Great Job this season!

Post Reach  
2,401

Engagement  
419

### Page Overview Last 28 days



Post Reach  
9K



Post Engagement  
1.9K



Page Followers  
4.7K



## **September Monthly Narrative Report**

### **Fall Sports**

All leagues are currently playing games. All football and soccer games for 10U & 13U boys and girls league games are played throughout the Harnett County parks located in Angier, Dunn, Coats, and Erwin. Picture days have been set for all leagues, and the picture schedule is located on our webpage.

### **Coed Adult Volleyball**

The championship games were played during the week of September 16<sup>th</sup>. Plan B won the championship.

### **Basketball Registration**

Registration began on September 9<sup>th</sup> and is set to end on October 23<sup>rd</sup>.

### **Coed Adult Softball Registration**

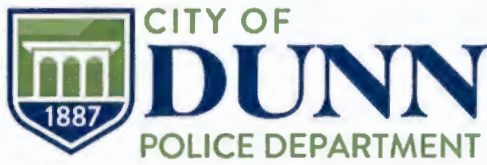
Registration began on September 4<sup>th</sup> and is set to end on October 3<sup>rd</sup>.

### **Codrington Park Pool**

Having three remaining lifeguards after school began, the pool remained open beyond Labor Day. The days of operation were limited to Friday through Sunday. September 29<sup>th</sup> the pool officially closed for the season.

### **Recreation Advisory Board**

The last meeting was held on Tuesday, August 20, at 6:00 p.m. in the PK Vyas Recreation Center. The next meeting is on November 19<sup>th</sup> and will be held at 6:00 p. m. in the Dunn Community Center.



401 E Broad St . PO Box 1065 . Dunn, North Carolina 28335  
 (910) 892-2399 . CityofDunn.org  
 Chief of Police Cary Jackson

## September 2024 Monthly Crime Stats (09/01/2024 to 09/30/2024)

Crime	Number
Homicide	0
Rape	0
Robbery	0
Aggravated Assault	4
Burglary Forcible Entry	2
Burglary Non-Forced Entry	1
Larceny from Motor Vehicle	12
Larceny all- other	24
Simple Assaults	8

Assigned Cases	Criminal Cases Closed	Investigations Recovered Property	Division Arrests	Search Warrants Executed
33	28	\$1,000	6	4

### Dunn Police Arrest & Citation Stats

Month	Felony	Misdemeanor	Citations
September	31	49	211

### Overdose Stats

Month	Fatal	Non-Fatal	Total	DPD Narcan Use
September	0	6	6	2

Total Plate Reads:	Flock Hot List Hits	Safety Recovered Property	Utilizations Leads Established	Agencies Assisted
1.4 million	305	Stolen registration plate recovered	Leads generated in B&E / Larceny	2

*Where community begins!*



Dunn Police Department  
Community Enhancement Team  
Monthly Report

Month: September 2024

Arrest Charges: Felony: 11  
Misdemeanor: 29  
Juvenile: 1

Citations/Written Warnings Issued: 71

Drugs seized:

Marijuana	17	\$170.00
Methamphetamine	30	\$3,600.00
Fentanyl	2	\$240.00

Drug Seizure Street Value - \$4010.00

Guns Seized – 2 – Value \$900.00

Community Housing Security Checks: 24

Community Events conducted:

9/3/2024 - CET hosted our 2024 National Night Out where we hosted members of the community and distributed school supplies in preparation of the 2024-2025 school year.

9/5/2024 – CET hosted Coffee with a Cop at Sherry’s Bakery.

9/13/2024 – CET hosted a Battle of the Badges to benefit DUMA Food Pantry.

9/26/2024 – CET Officers assisted in a Town Hall Meeting with citizens to address community concerns.

9/28/2024 – CET Officers presented about the dangers of Fentanyl to Dunn PAL students in conjunction with the Joco Angels.

Throughout the Month of September, Officers from CET participated in a ride along program with Nursing Students from University of Mount Olive.





**Additional information:**

K9 Apacs was utilized in real-life & training scenarios 21 times this month. In total, operations he was involved in resulted in the seizure of over \$920.00 worth of Narcotics to include the seizure of 2 guns one of which was stolen..

K9 Max has graduated from Basic Training and within his first shift on patrol he assisted in the seizure of narcotics from a traffic stop conducted by CET. K9 Max and Apacs are pictured here with their seizures of a stolen gun and narcotics within minutes of each other.



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*Announcements*  
*Dunn City Council Meeting*  
*October 22, 2024*

- The next Regular Session of the Dunn City Council is scheduled for Tuesday, November 12<sup>th</sup> at 6:30 p.m.
- Halloween – October 31<sup>st</sup> - 5 to 8 p.m.
- Trunk or Treat hosted by Dunn Police Department from 4 – 6 p.m. at 101 N Magnolia Avenue
- NC Cotton Festival Kickoff Party with the Switch – 7 – 10 p.m., Friday, November 1<sup>st</sup> – 300 Broad Street – FREE Concert.
- 24<sup>th</sup> Annual NC Cotton Festival – 10 a.m. to 4 p.m., Saturday, November 2<sup>nd</sup> in the heart of downtown Dunn, NC.



**DUNN HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING  
MINUTES  
MONDAY, AUGUST 19, 2024**

The Commissioners of the Dunn Housing Authority ("DHA") met in regular session at 817 Stewart Street, in Dunn, North Carolina, on Monday, August 19, 2024.

Following "Words of Encouragement" by Kyle Thrower, the meeting was called to order at 4:05pm.

Upon roll call, the following were present and absent:

**Present:** Board Chair, Kyle Thrower, Commissioner Sharon Gant, Commissioner Lois Dail, Commissioner Angela Inman and Secretary, Felicia Chester.

**Absent:** Board Vice-Chair, Eddie Draughon was absent and not feeling well.

**Public Comment Period:** No Public Comments

**Approval of Meeting Minutes:**

The motion to accept the minutes from the regular July meeting was made by Lois Dail and seconded by Angela Inman.

Ayes and Nays were as follows:

**Ayes**

Kyle Thrower  
Lois Dail  
Sharon Gant  
Angela Inman

**Nays**

***MINUTES OF THE REGULAR JULY 2024 BOARD MEETING WERE READ AND ACCEPTED.***

**Occupancy and Rent Report through 08/19/2024:**

Total dwelling rent charged as of August 1, 2024, was \$50,092.00. Based on financial data reported, the total revenue collected was \$50,301.00.

As of August 19, 2024, there were three (3) vacant units. Kyle Thrower asked questions regarding the vacant units and explained to the other members how the time it takes to prepare and re-rent a unit helps determine the grade Dunn Housing Authority receives from HUD. The Board was made aware that due to units having extensive damage, times could vary. The process of taking units offline to make repairs is sometimes difficult, especially when HUD does not accept the documents presented that support the need to change the unit status. The Board discussed setting a new goals to reduce the time it takes to prepare units to be re-rented and the comments were noted to be implemented by the Executive Director.

The motion to accept the O & R report for August was made by Lois Dail and seconded by Sharon Gant.

Ayes and Nays were as follows:

**Ayes**

Kyle Thrower  
Lois Dail  
Sharon Gant  
Angela Inman

**Nays**

***O & R REPORT FOR AUGUST WAS READ AND ACCEPTED.***

**Review of Financial Balance Report:**

The monthly financial report for June was included in the packet, and the July report was available for review. Kyle made the Board aware of the information learned at his training regarding the number of months PHAs should keep in reserves. There were comments but no questions or concerns.

The motion to accept the financial reports for June and July was made by Lois Dail and seconded by Angela Inman.

Ayes and Nays were as follows:

**Ayes**

Kyle Thrower  
Lois Dail  
Sharon Gant  
Angela Inman

**Nays**

***FINANCIAL REPORTS WERE READ AND ACCEPTED.***

**Business:**

Pictures of the current mailbox clusters were presented to the Board for review. The Board was asked to approve the replacement of the mailbox stations. After reading the specifications, the Board asked a few questions regarding the durability and the price difference with/without coating used to extend the life of the boxes. Details regarding the coating will be provided before the next meeting. The chosen color was green.

The motion to approve the new mailboxes was made by Angela Inman and seconded by Lois Dail.

Ayes and Nays were as follows:

**Ayes**

Kyle Thrower  
Lois Dail  
Sharon Gant  
Angela Inman

**Nays**

***MOTION CARRIED. Resolution #2024-10***

A list of charged-off assets was presented to the Board for review. The list consisted of stoves, refrigerators and water heaters that had been removed and replaced with new ones.

A motion to approve the list of charged-off assets was made by Sharon Gant and seconded by Angela Inman.

Ayes and Nays were as follows:

**Ayes**

Kyle Thrower  
Lois Dail  
Sharon Gant  
Angela Inman

**Nays**

***MOTION CARRIED. Resolution #2024-09***

A revision was made to the Personnel Policy to include a statement regarding payday advances. Although payday advances are not permitted by Dunn Housing Authority, the policy has been updated to say the same.

A motion to approve the policy revision was made by Angela Inman and seconded by Lois Dail.

Ayes and Nays were as follows:

**Ayes**

Kyle Thrower  
Lois Dail  
Sharon Gant  
Angela Inman

**Nays**

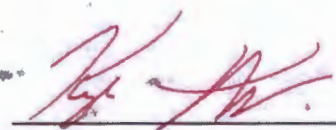
***MOTION CARRIED. Resolution #2024-08***

**Communication:**

The waiting list for 2- and 3-bedroom units would be closed on August 31, 2024; leaving the list for 4- and 5- bedroom units open. The 1- bedroom list remains closed.

**Adjournment:**

A motion to adjourn was made by Lois Dail and seconded by Angela Inman. All members were in favor and the meeting was adjourned.



Kyle Thrower, Board Chair



Felicia Chester, Secretary

## **CLOSED SESSION CRITERIA**

(Specify one or more of the following permitted reasons for closed sessions)

**Move that we go into closed session in accordance with:**

**[N.C.G.S. 143-318.11(a)(1)]**

**Prevent the disclosure of privileged information**

↑ Under the North Carolina General Statutes or regulations.

↑ Under the regulations or laws of the United States.

**[N.C.G.S. 143-318.11(a)(2)]**

**Prevent the premature disclosure of an honorary award or scholarship**

**[N.C.G.S. 143-318.11(a)(3)]**

**Consult with the Attorney**

↑ To protect the attorney-client privilege.

↑ To consider and give instructions concerning a potential or actual claim, administrative procedure, or judicial action.

↑ To consider and give instructions concerning a judicial action titled \_\_\_\_\_ vs \_\_\_\_\_.

**[N.C.G.S. 143-318.11(a)(4)]**

**To discuss matters relating to the location or expansion of business in the area served by this body.**

**[N.C.G.S. 143-318.11(a)(5)]**

**To establish or instruct the staff or agent concerning the negotiation of the price and terms of a contract concerning the acquisition of real property located at \_\_\_\_\_.**

**(OR)**

**To establish or instruct the staff or agent concerning the negotiations of the amount of compensation or other terms of an employment contract.**

**[N.C.G.S. 143-318.11(a)(6)]**

**To consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee.**

**(OR)**

**To hear or investigate a complaint, charge, or grievance by or against a public officer or employee.**

**[N.C.G.S. 143-318.11(a)(7)]**

**To plan, conduct, or hear reports concerning investigations of alleged criminal conduct.**

**School violence 143-318.11(a)(8) and potential terrorist activity (9). To discuss and take action regarding plans to protect public safety.**