



**AGENDA**

Call to Order – Mayor William P. Elmore, Jr.  
Invocation – Reverend Roy Johnson  
Pledge of Allegiance

- 1) Adjustment and Approval of the November 12, 2024 meeting agenda

**PRESENTATIONS**

- 2) FY24 Financial Audit Presentation

**PUBLIC COMMENT PERIOD**

- 3) 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**

- 4) Minutes – 09-24-2024 – Regular Meeting
- 5) Budget Amendment to Close FY24 Vehicle and Equipment Capital Projects

**ITEMS FOR DISCUSSION AND/OR DECISION**

- 6) Budget Amendment – Fairground Road – Utility Extension
- 7) NC Youth Sports Grant Acceptance/Budget Amendment
- 8) Consideration of Offer to Purchase 19.68 Acres of City Property
- 9) Consideration of Inspections Contract Amendment
- 10) Consideration of BRIC Grant Agreement
- 11) Consideration of Acceptance of a Small Rural Tribal Micro-Grant for Body-Worn Cameras
- 12) Consideration of Tentative Bid Award for Effluent Line – Pump Station Bids
- 13) 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
- 14) Announcements
- 15) Information
- 16) **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 November 12, 2024 Meeting Agenda**

## **Recommendation:**

Motion to adopt the November 12, 2024, meeting agenda as presented.

Or

Motion to adopt the November 12, 2024, meeting agenda as presented with the following changes:

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

Removal of the following items(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).

**Meeting Date: November 12, 2024**

SUBJECT TITLE	City of Dunn Financial Audit – Fiscal Year 2024
PRESENTER/DEPARTMENT	Cary McNallan/Finance Department
ATTACHMENT(S)	Three letters as noted below
PUBLIC HEARING PUBLISH DATES	N/A

**PURPOSE:** The firm of Thompson Price Scott Adams & Company (TPSA) will present the FY 2023-24 audit. The Audit Manager, Austin Eubanks, will provide the presentation.

**BACKGROUND:** This is the second year of a three-year commitment with the firm Thompson Price Scott Adams & Company. The company is based in Wilmington, NC.

Attached for your review are the following:

- FY24 Audit Transmittal Letter
- Independent Auditor’s Report letter
- Management’s Discussion and Analysis

The entire 2024 Annual Comprehensive Financial Report (ACFR) can be found on the City’s website under the Finance Department – Reports at [www.cityofdunn.org/finance](http://www.cityofdunn.org/finance). Should you have any questions please contact the Finance Director, Cary McNallan.

**BUDGET IMPACT:** There is no budget impact.

<b>RECOMMENDED MOTION/ACTION REQUESTED OF COUNCIL</b>	Motion to accept the FY24 Audit Report as presented.
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**Mayor**  
William P. Elmore Jr.  
**Mayor Pro Tem**  
J. Wesley Sills  
**Council Members**  
April L. Gaudin  
Raquel McNeil  
Billy Tart  
Alan Hargis  
Dr. David L. Bradham  
**City Manager**  
Steven Neuschafer

October 25, 2024

To the Honorable Mayor, Members of the City Council, and Citizens of the City of Dunn:

The Annual Comprehensive Financial Report (ACFR) of the City of Dunn for the fiscal year ending June 30, 2024, has been submitted by the City's Finance Department. It is the comprehensive publication of the City's financial position on June 30, 2024, and the results of operations for the fiscal year. The financial statements must be presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. This report is published to fulfill that requirement for the fiscal year ending June 30, 2024, and to provide complete and further accountability to citizens and other interested parties by providing a comprehensive report in lieu of the minimum basic financial statement requirements.

Responsibility for both the accuracy of the presented data and the completeness and the fairness of the presentation, including all disclosures, rests with the City's management. We believe the enclosed data and presentation are accurate in all material respects and are reported in a manner that fairly represents the financial position and the results of operations of the City's funds over the last fiscal year.

The City's financial statements have been audited by Thompson, Price, Scott, Adams & Company, P.A., a firm of licensed certified public accountants based in Wilmington, NC. The independent auditor concluded that the City's financial statements, for the fiscal year ended June 30, 2024, are fairly presented in accordance with accounting principles generally accepted in the United States of America. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Dunn's MD&A can be found immediately following the report of the independent auditors.

*Where community begins!*



## **Financial highlights**

The City's general fund posted a net change in fund balance of \$1,938,416 while the total governmental funds, which include the general fund, special revenue funds, and governmental capital projects, posted a net change in fund balance of \$943,142. A portion of the general fund's change in fund balance was due to a one-time transaction involving the sale of USDA funded equipment to enterprise funds causing revenues to be reported of \$656,107. This amount was offset by a corresponding expenditure reported in the other Governmental Funds. The timing of capital project grant revenues and expenditures between fiscal years can have a significant impact on the governmental funds net change in fund balance each year.

As of 6/30/24 the general fund's combined assigned and unassigned fund balance totaled \$4,591,328 which represented 36.3% of the total FY24 general fund expenditures of \$12,665,273. The same figures as of 6/30/23 were \$4,403,763, 34.0%, and \$12,967,028, respectively.

For FY24, the Water and Sewer Operating Fund posted a net change in fund balance of (\$43,870). When combined with the water and sewer capital projects, the overall net change in fund balance is reported at \$8,529,389. This increase is primarily due to the grant-funded water and sewer capital projects. The total Water and Sewer Fund unrestricted net position totaled \$6,718,358 as of June 30, 2024, compared to \$3,894,561 at the end of June 30, 2023.

For FY24, the Stormwater Operating Fund posted a net change in fund balance of \$113,045. When combined with the stormwater capital projects, the overall net change in fund balance is reported at \$540,475. This increase is primarily due to the grant-funded stormwater capital projects and a transfer from the General Fund. The total Stormwater Fund unrestricted net position totaled (\$73,378) as of June 30, 2024, compared to (\$38,295) at the end of June 30, 2023.

The City of Dunn is financially accountable for a legally separate ABC Board, which is reported separately as a discrete component unit within the City of Dunn's financial statements. Additional information on this legally separate entity can be found in Note 1 in the notes to the financial statements.

## **Economic Condition and Outlook**

The City of Dunn's favorable economic environment and local indicators point to continued stability. Major industries with headquarters or divisions located within the City's boundaries or in proximity include warehouse distribution facility, petroleum product distribution, truck body manufacturers, regional health care facility, and several financial institutions.

Tourism continues to have a major impact on the local economy. Dunn is located on the I-95 north/south corridor and the North Carolina Department of Transportation is undergoing a major widening project to improve this roadway throughout North Carolina. In the immediate area there



are 12 hotels which offer over 700 rooms. In fiscal year 2024, hotel/motel tax revenues were \$626,717 in the Dunn area.

The sales tax revenue for the city continues to remain strong and the overall unemployment rate has remained lower than national and state averages.

### **Long-term Financial Planning**

The City has continued to increase General Fund reserves over the last several years, which has been aided by strong sales tax revenues and decreased operating expenses. The City reduced its long-term debt in FY24 by \$729,114 and reported a % of Fund Balance to total debt ratio of 74.3%, compared to 90.2% for FY23.

The City's Water and Sewer Fund continues its goal of completing capital projects required by the State's special order by consent (SOC) for improvements of the city's sewer system. Many of these projects have state and federal grant funding to help defray some of the construction costs and the remainder of the costs are financed with long-term debt instruments. The City continues to monitor the increasing requirement for debt service payments and the need for future increases in utility rates. The Water and Sewer Fund total long-term debt increased in FY24 by \$2.5M and reported a % of unrestricted net position to total debt ratio of 197.7%, compared to 274.5% for FY23.

Any future projects would be funded through either grant applications or low interest borrowing. The tax base of the city is slowly growing but may not be enough to cover increasing governmental operating costs. Further analysis of this will be made during the upcoming budget process.

### **Financial Information**

**Budget Control:** The annual budget serves as the foundation for the City of Dunn's financial planning and control. All departments of the City of Dunn are required to submit requests for appropriation to the City Manager on or before March 15<sup>th</sup> each year. The City Manager and the Finance Director use these requests as the starting point for developing a proposed budget. The City Manager then presents this proposed budget to the council for review prior to June 1<sup>st</sup>. The council is required to hold a public hearing on the proposed budget and to adopt a final budget no later than June 30<sup>th</sup>, which is the end of the City of Dunn's fiscal year. The budget is prepared by funds, function (e.g., public safety), and department, (e.g., police).

**Internal Control:** To provide a reasonable basis for making these representations, management of the City of Dunn has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Dunn's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Dunn's comprehensive framework of internal controls has been designed to provide reasonable rather than



absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

**Other Information:**

**Independent Audit:** The General Statutes of North Carolina require an annual independent financial audit of all local government units in the State. The City of Dunn's financial statements have been audited by Thompson, Price, Scott, Adams & Company, P.A., which is a firm of licensed certified public accountants. The firm has examined the financial records of the City and their opinion has been included in this report. Their examination was conducted in accordance with generally accepted auditing standards and, accordingly, included tests of the accounting records and other auditing procedures, as they considered necessary in certain circumstances. The auditor's report on the basic financial statements, both the combining and individual fund statements and schedules, is included in the financial section of this report.

As a recipient of federal and state assistance programs, the City is responsible for ensuring that adequate internal controls are in place to ensure compliance with applicable laws and regulations related to those programs. This internal control structure is subject to periodic evaluation by management. For the federal government, actual expenses determine the need for a Single Audit. For the fiscal year ending June 30, 2024, two single audits were required. As part of the City's single audit, tests are made to determine the adequacy of the internal control structure, including a portion related to federal and state financial assistance programs, as well as to determine the City has complied with applicable laws and regulations.

**Acknowledgements:** The preparation of this report would not have been possible without the efficient and dedicated services of the entire staff of the finance department. The preparation of this report was also made possible with the assistance of Thompson, Price, Scott, Adams & Company, P.A. We would like to express our appreciation to all City departments who assisted and contributed to the preparation of this report. Credit also must be given to the mayor and the governing council for their continued support for maintaining the highest standards of professionalism in the management of the City of Dunn's finances.

Respectfully submitted,



Steven Neuschafer  
City Manager



Cary McNallan  
Finance Director





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## Independent Auditor's Report

To the Honorable Mayor and  
Members of the City Council  
Dunn, North Carolina

### Report on the Audit of Financial Statements

#### *Opinions*

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Dunn, North Carolina as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise City of Dunn's basic financial statements as listed in the table of contents.

In our opinion, based upon our audit and the report of the auditors, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Dunn as of June 30, 2024, and the respective changes in financial position, and cash flows thereof and the respective budgetary comparison for the General Fund, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the City of Dunn's ABC Board, which represent 100 percent, 100 percent, and 100 percent of the assets, net position, and revenues, respectively, of the discretely presented component unit as of June 30, 2024, and the respective changes in financial position, and where applicable, cash flows thereof for the year then ended. Those statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for the City of Dunn's ABC board, is based solely on the report of the other auditors.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Dunn and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Responsibilities of Management for the Audit of the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raises substantial doubt about the City of Dunn's ability to continue as a going concern for the twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Governmental Auditing Standards* will always detect material statement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Governmental Auditing Standards* we

- exercised professional judgement and maintained professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Dunn's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Dunn's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, and the Other Post Employment Benefit and Law Enforcement Officers' Special Separation Allowance Schedules of Funding Progress and Employer Contributions, and the Local Government Employees' Retirement System Schedules of the Proportionate Share of Net Pension Asset (Liability) and Contributions, be presented to supplement the basic financial statements. Such information is the responsibility of management, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and the other auditors have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consist of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Dunn's basic financial statements. The combining and individual fund financial statements, budgetary schedules, other schedules, as well as the accompanying schedule of expenditures of federal and state awards as required by *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and the State Single Audit Implementation Act are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audit, the procedures described above, and the report of other auditors the combining and individual fund financial statements, budgetary schedules, other schedules and the schedule of expenditures of federal and state awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.



### ***Other Information***

Management is responsible for the other information included in the annual report. The other information comprises the introductory information and the statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists; we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report October 14, 2024, on our consideration of the City of Dunn's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of City of Dunn's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Dunn's internal control over financial reporting and compliance.

***Thompson, Price, Scott, Adams & Co., PA***

*Wilmington, North Carolina*

*October 14, 2024*

## Management's Discussion and Analysis

As management of the City of Dunn (the "City"), we offer readers of the City of Dunn's financial statements this narrative overview and analysis of the financial activities of the City of Dunn for the fiscal year ended June 30, 2024. We encourage readers to read the information presented here in conjunction with additional information that we have furnished in the City's financial statements, which follow this narrative.

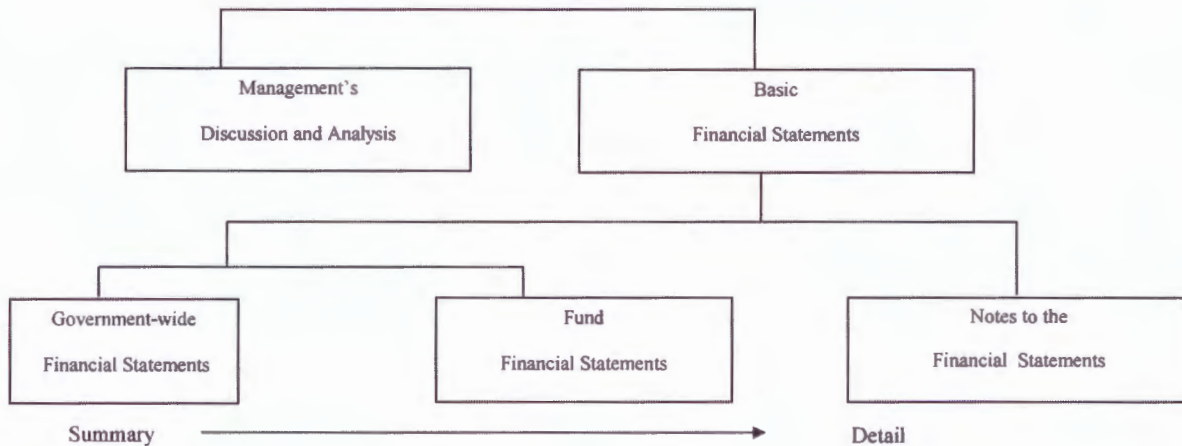
### Financial Highlights

- The assets and deferred outflows of resources of the City of Dunn exceeded its liabilities and deferred inflows of resources at the close of the fiscal year by \$54,045,457 (net position).
- The government's total net position increased from the prior year by \$11,189,874.
- As of the close of the current fiscal year, the City of Dunn governmental funds reported combined ending fund balances of \$9,897,539 with a net increase of \$943,142 in fund balance. Approximately 33% of fund balance, or \$3,248,490 is unassigned.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$4,345,895, or 34% of total general fund expenditures for the fiscal year. The combined unassigned and assigned fund balance for the General Fund was \$4,591,328 or 36% of total General Fund expenditures for the fiscal year.
- The City's total long-term debt increased by \$1,820,869 during the current fiscal year.

### Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City of Dunn, North Carolina's basic financial statements. The City's basic financial statements consist of three components; 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements (see Figure 1). The basic financial statements present two different views of the City through the use of government-wide statements and fund financial statements. In addition to the basic financial statements, this report contains other supplemental information that will enhance the reader's understanding of the financial condition of the City of Dunn, North Carolina.

**Required Components of Annual Financial Report**  
**Figure 1**



### Basic Financial Statements

The first two statements (Exhibits 1 and 2) in the basic financial statements are the Government-wide Financial Statements. They provide both short and long-term information about the City's financial status.

The next statements (Exhibits 3 through 8) are Fund Financial Statements. These statements focus on the activities of the individual parts of the City's government. These statements provide more detail than the government-wide statements. There are three parts to the Fund Financial Statements: 1) the governmental funds statements; 2) the budgetary comparison statements; and 3) the proprietary fund statements.



The next section of the basic financial statements is the notes. The notes to the financial statements explain in detail some of the data contained in those statements. After the notes, supplemental information is provided to show additional details about the City's individual funds. Budgetary information required by the North Carolina General Statutes can also be found in this part of the statements.

### **Government-Wide Financial Statements**

The government-wide financial statements are designed to provide the reader with a broad overview of the City's finances, similar in format to a financial statement of a private-sector business. The government-wide statements provide short and long-term information about the City's financial status as a whole.

The two government-wide statements report the City's net position and how it has changed. Net position is the difference between the City's total assets and deferred outflows of resources and total liabilities and deferred inflows of resources. Measuring net position is one way to gauge the City's financial condition.

The government-wide statements are divided into two categories: 1) governmental activities; and 2) business-type activities. The governmental activities include most of the City's basic services such as public safety, parks and recreation, and general administration. Property taxes and state and federal grant funds finance most of these activities. The business-type activities are those that the City charges customers to provide. These include the water, sewer, and stormwater services offered by the City of Dunn.

The government-wide financial statements are on Exhibits 1 and 2 of this report.

### **Fund Financial Statements**

The fund financial statements (see Figure 1) provide a more detailed look at the City's most significant activities. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Dunn, like all other governmental entities in North Carolina, uses fund accounting to ensure and reflect compliance (or non-compliance) with finance-related legal requirements, such as the General Statutes or the City's budget ordinance. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds

### **Governmental Funds**

Governmental funds are used to account for those functions reported as governmental activities in the government-wide financial statements. All of the City's basic services are accounted for in governmental funds. These funds focus on how assets can readily be converted into cash flow in and out, and what monies are left at year-end that will be available for spending in the next year. Governmental funds are reported using an accounting method called modified accrual accounting that provides a short-term spending focus. As a result, the governmental fund financial statements give the reader a detailed short-term view that helps him or her determine if there are more or less financial resources available to finance the City's programs. The relationship between government activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is described in a reconciliation that is a part of the fund financial statements.

The City of Dunn adopts an annual budget for its General Fund, as required by the General Statutes. The budget is a legally adopted document that incorporates input from the citizens of the City, the management of the City, and the decisions of the City Council about which services to provide and how to pay for them. It also authorizes the City to obtain funds from identified sources to finance these current period activities. The budgetary statement provided for the General Fund demonstrates how well the City complied with the budget ordinance and whether the City succeeded in providing the services as planned when the budget was adopted. The budgetary comparison statement uses the budgetary basis of accounting and is presented using the same format, language, and classifications as the legal budget document. The statement shows four columns: 1) the original budget as adopted by the Board; 2) the final budget as amended by the Board; 3) the actual resources, charges to appropriations, and ending balances in the General Fund; and 4) the difference or variance between the final budget and the actual resources and charges.

### **Proprietary Fund**

City of Dunn has one kind of proprietary fund, an Enterprise Fund. The Enterprise Fund is used to report the same functions presented as business-type activities in the government-wide financial statements. The City of Dunn uses an enterprise fund to account for its water, sewer, and stormwater activity. This fund is the same as those functions shown in the business-type activities in the Statement of Net Position and the Statement of Activities.



**Notes to the Financial Statements** – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements immediately follow Exhibit 8 of the audit report.

**Other Information** – In addition to the basic financial statements and accompanying notes, this report includes certain required supplementary information concerning the City's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information can be found immediately following the notes.

**Interdependence with other Entities** - The City depends on financial resources flowing from, or associated with, both the Federal Government and the State of North Carolina. Because of this dependency, the City is subject to changes in specific flows of intergovernmental revenues based on modifications to Federal and State laws and Federal and State appropriations.

**Government-Wide Financial Analysis**  
**City of Dunn, North Carolina's Net Position**  
**Figure 2**

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
<b>Assets:</b>						
Current and other assets	\$ 14,131,384	\$ 14,559,786	\$ 10,394,779	\$ 7,699,767	\$ 24,526,163	\$ 22,259,553
Capital assets	18,020,174	17,248,308	46,159,339	37,328,209	64,179,513	54,576,517
Deferred outflows of resources	3,085,799	2,962,136	1,017,106	1,059,393	4,102,905	4,021,529
<b>Total assets</b>	<b>35,237,357</b>	<b>34,770,230</b>	<b>57,571,224</b>	<b>46,087,369</b>	<b>92,808,581</b>	<b>80,857,599</b>
<b>Liabilities:</b>						
Long-term liabilities outstanding	15,815,864	15,859,445	14,737,932	10,840,677	30,553,796	26,700,122
Other liabilities	2,203,571	2,532,244	2,150,714	3,549,685	4,354,285	6,081,929
Deferred inflows of resources	2,840,129	3,133,906	1,014,914	1,099,207	3,855,043	4,233,113
<b>Total liabilities</b>	<b>20,859,564</b>	<b>21,525,595</b>	<b>17,903,560</b>	<b>15,489,569</b>	<b>38,763,124</b>	<b>37,015,164</b>
<b>Net position:</b>						
Net investment in capital assets	10,668,265	9,167,285	33,022,684	26,741,534	43,690,949	35,908,819
Restricted	7,947,511	5,996,612	-	-	7,947,511	5,996,612
Unrestricted	(4,237,983)	(2,906,114)	6,644,980	3,856,266	2,406,997	950,152
<b>Total net position</b>	<b>\$ 14,377,793</b>	<b>\$ 12,257,783</b>	<b>\$ 39,667,664</b>	<b>\$ 30,597,800</b>	<b>\$ 54,045,457</b>	<b>\$ 42,855,583</b>

As noted earlier, net position may serve over time as one useful indicator of a government's financial condition. The assets and deferred outflows of the City of Dunn exceeded liabilities and deferred inflows by \$54,045,457 as of June 30, 2024. The City's net position for governmental activities and business-type activities were \$14,377,793 and \$39,667,664, respectively. The City's net position increased by \$11,189,874 for the fiscal year ended June 30, 2024.

The largest portion of net position \$43,690,949, reflects the City's net investment in capital assets (e.g. land, buildings, machinery, and equipment); less any related debt still outstanding that was issued to acquire those items. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's net investment in its capital assets is reported net of the outstanding related debt, the resources needed to repay that debt must be provided by other sources, since the capital assets cannot be used to liquidate these liabilities. An additional portion of the City's net position of \$7,947,511 represents resources that are subject to external restrictions on how they may be used. A balance of \$2,406,997 is unrestricted.

Several particular aspects of the City's financial operations positively influenced the total governmental net position, notably, the continued diligence in the collection of property taxes by accomplishing a tax collection percentage over 99% and the continued growth in the tax base.

**City of Dunn**  
**Changes in Net Position**  
**Figure 3**

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
<b>Revenues:</b>						
Program revenues:						
Charges for services	\$ 2,103,160	\$ 1,882,306	\$ 8,462,345	\$ 7,535,217	\$ 10,565,505	\$ 9,417,523
Operating grants and contributions	333,155	606,138	357,258	450,000	690,413	1,056,138
Capital grants and contributions	513,109	309,762	8,048,632	3,219,330	8,561,741	3,529,092
General revenues:						
Property taxes	5,795,813	5,702,779	-	-	5,795,813	5,702,779
Other taxes	4,878,929	4,993,946	-	-	4,878,929	4,993,946
Grants and contributions not restricted to specific programs	787,156	3,767,355	-	-	787,156	3,767,355
Investment earnings	325,865	229,540	99,339	55,591	425,204	285,131
Other	913,115	87,319	316,769	136,704	1,229,884	224,023
<b>Total revenues</b>	<b>15,650,302</b>	<b>17,579,145</b>	<b>17,284,343</b>	<b>11,396,842</b>	<b>32,934,645</b>	<b>28,975,987</b>
<b>Expenses:</b>						
General government	3,473,268	3,089,982	-	-	3,473,268	3,089,982
Public safety	4,374,530	5,201,088	-	-	4,374,530	5,201,088
Highways/streets	2,244,777	1,748,470	-	-	2,244,777	1,748,470
Environmental protection	826,783	915,263	-	-	826,783	915,263
Cultural and recreational	1,808,482	1,608,820	-	-	1,808,482	1,608,820
Library	474,492	260,809	-	-	474,492	260,809
Interest on long-term debt	209,160	231,718	-	-	209,160	231,718
Water and sewer	-	-	8,046,449	7,082,434	8,046,449	7,082,434
Other	-	-	286,830	645,274	286,830	645,274
<b>Total expenses</b>	<b>13,411,492</b>	<b>13,056,150</b>	<b>8,333,279</b>	<b>7,727,708</b>	<b>21,744,771</b>	<b>20,783,858</b>
Increase in net position, before transfers	2,238,810	4,522,995	8,951,064	3,669,134	11,189,874	8,192,129
Transfers	(118,800)	(2,137,716)	118,800	2,137,716	-	-
Increase in net position, after transfers	2,120,010	2,385,279	9,069,864	5,806,850	11,189,874	8,192,129
Net position, beginning, previously reported	12,257,783	9,595,055	30,597,800	24,159,333	42,855,583	33,754,388
Prior period adjustment	-	277,449	-	631,617	-	909,066
Net position, beginning, restated	12,257,783	9,872,504	30,597,800	24,790,950	42,855,583	34,663,454
Net position, ending	<b>\$ 14,377,793</b>	<b>\$ 12,257,783</b>	<b>\$ 39,667,664</b>	<b>\$ 30,597,800</b>	<b>\$ 54,045,457</b>	<b>\$ 42,855,583</b>

Governmental activities- Governmental activities increased the City's net position by \$2,120,010, thereby accounting for 19% of the total increase in the net position of the City. Positive elements affecting net position were an increase in intergovernmental revenue and a strong property tax collection rate over 99%.

Business-type activities- Business-type activities of the City reported \$39,667,664 in net position, an increase of \$9,069,864 before prior year adjustment. Positively impacting net position was a \$8,048,632 of revenue from capital grants.



## Financial Analysis of the City's Funds

As noted earlier, the City of Dunn uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds- The focus of the City's governmental funds is to provide information on near term inflows, outflows, and balances of usable resources. Such information is useful in assessing the City's financing requirements. Specifically, unassigned fund balance can be a useful measure of a government's net resources available for spending at the end of the fiscal year.

The General Fund is the chief operating fund of the City of Dunn. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$4,345,895, while the total fund balance reached \$9,352,274. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 34% of total General Fund expenditures, while total fund balance is 74% of total General Fund expenditures

At June 30, 2024, the governmental funds of the City of Dunn reported a fund balance of \$9,897,539 with a net increase in fund balance of \$943,142. Included in this change in fund balance is an increase in fund balance in the General Fund totaling \$1,938,416.

**General Fund Budgetary Highlights-** During the fiscal year, the City revised the budget on several occasions. Generally, budget amendments fall into one of three categories: 1) amendments made to adjust the estimates that are used to prepare the original budget ordinance once exact information is available; 2) amendments made to recognize new funding amounts from external sources, such as federal and State grants; and 3) increases in appropriations that become necessary to maintain services

Revenues were more than the budgeted amounts primarily because the City did not expect to receive some of the unrestricted intergovernmental funds that became available. Expenditures were held in check to comply with its budgetary requirements

**Proprietary Fund.** The City's proprietary fund provides the same type of information found in the government-wide statements, but in more detail. Unrestricted net position of the Proprietary Fund at the end of the fiscal year amounted to \$6,644,980. Other factors concerning the finances of this fund have already been addressed in the discussion of the City's business-type activities

### Capital Assets and Debt Administration

**Capital Assets** - The City's investment in capital assets for its governmental and business-type activities as of June 30, 2024, totals \$64,179,513 (net of accumulated depreciation). These assets include buildings, land, machinery and equipment, park facilities, and vehicles.

Major capital asset transactions during the year include the additions of land and funding of capital projects, equipment, vehicles and infrastructure. Disposals included equipment and vehicles.

**City of Dunn, North Carolina's Capital Assets  
(Net of depreciation)  
Figure 4**

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land	\$ 2,587,985	\$ 2,560,135	\$ 595,395	\$ 327,790	\$ 3,183,380	\$ 2,863,857
Construction in progress	155,722	1,221,304	13,811,281	7,756,492	13,967,003	4,737,057
Building	3,250,423	3,376,355	173,408	187,403	3,423,831	3,620,615
Equipment	422,045	438,096	1,724,736	1,237,687	2,146,781	1,746,898
Improvements other than buildings	9,235,340	8,323,544	-	-	9,235,340	5,517,256
Plant and Distribution systems	-	-	27,734,876	25,688,576	27,734,876	26,537,895
Vehicles	1,708,913	1,206,915	1,003,647	1,122,878	2,712,560	1,468,790
Other	659,746	121,959	1,115,996	1,007,383	1,775,742	1,207,231
<b>Total</b>	<b>\$ 18,020,174</b>	<b>\$ 17,248,308</b>	<b>\$ 46,159,339</b>	<b>\$ 37,328,209</b>	<b>\$ 64,179,513</b>	<b>\$ 54,576,517</b>

Additional information on the City's capital assets can be found in the notes to the Basic Financial Statements.



**Long-term Debt.** As of June 30, 2024, the City had total bonded debt outstanding of \$135,000. This amount is backed by the full faith, credit, and taxing power of the City of Dunn. Additionally, the City had \$18,818,776 outstanding for installment purchase debt and \$1,534,791 outstanding on water and sewer revolving loans.

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
General obligation bonds	\$ -	\$ -	\$ 135,000	\$ 273,000	\$ 135,000	\$ 273,000
Direct borrowing agreements	7,351,909	8,081,023	11,466,867	8,559,631	18,818,776	16,640,654
Direct placement Water and Sewer revolving loans	-	-	1,534,791	1,754,044	1,534,791	1,754,044
<b>Total</b>	<b>\$ 7,351,909</b>	<b>\$ 8,081,023</b>	<b>\$ 13,136,658</b>	<b>\$ 10,586,675</b>	<b>\$ 20,488,567</b>	<b>\$ 18,667,698</b>

North Carolina general statutes limit the amount of general obligation debt that a unit of government can issue to 8 percent of the total assessed value of taxable property located within that government’s boundaries. The legal debt margin for the City of Dunn is \$84,854,387. The City has no bonds authorized but unissued at June 30, 2024.

Additional information regarding the City's long-term debt can be found in the notes to the basic financial statements.

**Economic Factors and Next Year's Budgets and Rates**

The following key economic indicators reflect the growth and prosperity of the City:

- Housing starts, renovations, and developing subdivisions within the City are increasing.
- The City’s Downtown District continues to experience growth with new business openings and continued commitment from existing business.
- New businesses within the City limits and expansions to existing businesses have provided new jobs opportunities.

**Requests for Information**

This report is designed to provide an overview of the City's finances for those with an interest in this area. Questions concerning any of the information found in this report or requests for additional information should be directed to the Finance Director, Cary McNallan, 401 East Broad Street, Dunn, NC 28334. You can also call (910) 230-3515, visit our website [www.cityofdunn.org](http://www.cityofdunn.org) or send an email to [cmcnallan@dunnnc.org](mailto:cmcnallan@dunnnc.org) for more information.

# 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: November 12, 2024**

<b>SUBJECT TITLE</b>	Minutes – September 24, 2024 – Regular
<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:**

<b>RECOMMENDED MOTION/ACTION REQUESTED OF COUNCIL</b>	Motion to approve Minutes as presented.
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**CONSENT AGENDA**

**Dunn City Council**  
**Regular Meeting**  
Tuesday, September 24, 2024  
6:30 p.m., Dunn Municipal Building

## Minutes

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

*Also present: City Manager Steven Neuschafer, Assistant City Manager Billy R. Godwin, Finance Director Cary McNallan, Chief of Police Cary Jackson, Planning Director George Adler, Parks and Recreation Director Brian McNeill, Human Resources Director Connie Jernigan, Public Works Director Dwayne Williams, Collections and Distribution Manager Billy Cottle, Water Plant Manager Ian Stroud, Wastewater Plant Manager Donrie Dukes, Administrative Support Specialist Sidney McKoy, City Attorney Tilghman Pope, and City Clerk Melissa Matti.*

### CALL TO ORDER AND INVOCATION

Mayor Elmore opened the meeting at 6:30 p.m. Reverend Cameron Cloud, from Central Baptist Church gave the invocation. Afterwards, Council Member McNeil led in the Pledge of Allegiance.

### AGENDA ADJUSTMENT AND APPROVAL

Motion by Council Member Bradham and second by Council Member Gaulden to adopt the changes to the September 23, 2024, meeting agenda to include adding #9A to award Wayfinding Project and adding #9B Approval of Eastover Sanitary District water storage. **Motion unanimously approved.**

### Public Comment Period

**Gloria Farmer**

**85 Bell Rd. Benson, NC. Zip code 27540**

Ms. Farmer wanted to know why she's being harassed like a dog. If she goes to the store (Walmart), even the people in the store thought she was stealing. They rushed the door and looked at the cameras. She claimed to have dates and times the occurrence took place and said that she's been keeping a log. She hasn't filed a complaint. She talked to Benson, OK, and it's going a little bit further. Nobody can give her the answer. So, she's going to ask the chief tonight if it's alright with the council member. Why all the harassment?

Mayor Elmore advised Ms. Farmer that the council will not be making any comments, and her comments need to be held to three minutes.

Ms. Farmer said she has proof that they (Police) chased her down like a drug dealer. They think she's a drug dealer because she drives a nice car. Let them keep on. She's going to consider harassment as of tonight and she will be seeking an attorney. Again, she said she's got proof and video proof of what's going on. She said when she leaves tonight, she hopes she gets home safely. She claimed to have had a police officer break her down the other night outside city limits.

Mayor Elmore informed Ms. Farmer, that her time was up and reminded her that the Chief of Police has an open-door policy. He told her if she wanted to go by and see her sometime, make an appointment.

### CONSENT ITEMS

- Minutes of the July 23, 2024 - City Council Meeting.
- Minutes of August 13, 2024 - City Council Meeting.
- Minutes of August 27th, 2024 - City Council Meeting.
- Condemnation for Easement Acquisition for East Side Pump Station. *A copy of the Resolution of the City Council Authorizing Condemnation Action on A Parcel for the Eastside Pump Station Project (R2024-34) is incorporated into these minutes as Attachment #1.*

Motion by Council Member Hargis and second by Council Member Tart to approve all consent items as presented. **Motion unanimously approved.**

### ITEMS FOR DISCUSSION AND/OR DECISION

**I-95/I-40 Crossroads of America Economic Planning Alliance - Revised MOU**



Harold Keen give a brief history of the alliance and then let Tilghman clarify any questions. A few years ago, the City of Dunn engaged with the Town of Four Oaks to create an Economic Development of clients that run along Interstate 95. Both towns have participated for three years now, and we have some good things happening. We've just announced this past week that the Alliance has partnered with Harnett County on a 65-acre piece of property, and we have a spec building that's going to start out there in early 2025. It's going to be 160,000 square foot building. Were it not for the Alliance folks, this would not be happening. We have the renovation of a building here in town, the old Magnolia School building that's going to be a Workforce Training Center that's going to be somewhere in excess of \$13 million that they're alliance has been a key partner in putting this together. The Town of Four Oaks has also put in a Workforce training Center. We had discussion with Benson about them coming in and being a part of it and I'm happy to say tonight that the Town of Benson has decided to join this force. I think it's going to be good for us. The regional outlook along the Interstate is going to pay dividends for many, many years to come. I think it's going to create many jobs. I hope we're going to be able to put in industry that will create higher paying jobs and average paying job in this area. I hope our people will be able to stay at home or within just a few miles of Dunn in Four Oaks to work and live here and spend their time and money here.

Tilghman is the attorney for the Alliance as well as the City of Dunn. He has participated in rewriting the memorandum. I'll let you go over that previously distributed information to the Council regarding the differences between this memorandum and the original memorandum with Four Oaks at that time. The Alliance was not yet formed, so the original memorandum discussed the formation of that nonprofit entity. Now that that nonprofit entity is in existence, this memorandum of understanding will replace the original and its primary purpose is to bring Benson into and make them a part of the group. Who is currently on the board? David Bradham is the Vice Chair of that group. Walter Massey serves on that board. Jeffrey Dunn from this area serves on the board, and Matthew Smith, a local resident attends on behalf of Dunn.

Motion by Council Member Gaulden and second by Council Member Hargis to approve the revised MOU with the Town of Four Oaks for the development of the I-95/I-40 Crossroads of America Economic Planning Alliance Incorporated as presented. **Motion unanimously approved.** *A copy of the Memorandum of Understanding is incorporated into these minutes as Attachment #2.*

#### **Capital Project Ordinance – Water Asset Inventory & Assessment**

Finance Director McNallan explained that this item is related to the Water Asset and Inventory and Assessment project. At the last meeting, council approved accepting a grant for that. The grant is \$150,000. There's also a \$7,500 Match from the City. This agenda item creates that project for that, so we can track that money and then track its related expenditures. Council is being asked to approve the capital project ordinance to establish that.

Motion by Council Member Gaulden and second by Council Member Sills to approve the Water Asset Inventory and Assessment Capital Project ordinance and related budget amendment. **Motion unanimously approved.** *A copy of the Capital Project Ordinance – Water Asset Inventory & Assessment (02024-25) and Budget Amendment (BA-2024-33) is incorporated into these minutes as Attachment #.*

#### **Bid Award for Tracy Lane Water & Sewer Improvement Project**

City Manager Neuschafer explained that this agenda item is a Bid award for Tracy Lane water and sewer improvement project. This will install 600 linear feet of 6-inch water main and over 500 linear feet of gravity sewer along Tracy Lane, connecting to existing utilities on either end. This is going to bolster the service that's already on Tracy Lane and provide new service to five (5) parcels that are already on the line but have no access to water and sewer even though they're in the city limits. We had the project engineered. It was approved by the state. It has to be permitted by the state as well because it is an extension and then the bid came back. The bids are included as attachments in your packet with the low bid of \$249,747.55 for the Ascot Corporation.

Motion by Council Member McNeil and second by Council Member Gaulden to award the project to the Ascot Corporation so that they can begin construction for the Tracy Lane Water and Sewer Improvement project. **Motion unanimously approved.**

#### **Award of Bid for Wayfinding Project**

Assistant Manager Godwin addressed council concerning wayfinding signs. Item 9A was added to the agenda and is put before you to ask the council to consider awarding a bid to get our wayfinding project fabricated and installed. The bids were submitted in July. We had four (4) bids and the low bid; it was quite a range from a high of \$348,000 to a low of 165,000 dollars. \$165,000 is the bid that's been recommended for the council to accept Right Light Signs is a North Carolina corporation. It's a HUD certified business. They are out of Concord, NC and council



has previously approved the \$250,000 Project Ordinance for this project last year. Right Light anticipates a completion date roughly six to seven months once they get the authority to proceed. You may recall that this wayfinding project is the number one priority of the vision group. This will enable that priority to be fulfilled and that's what's before you. There's also a budget amendment, a project ordinance amendment to just move some money from one line item within the project to another. That's sort of an administrative thing, but that would be part of the motion. Does this mean that we save almost \$100,000? It's under budget and it is for change. We'll see how the monies go. Hopefully as the project gets underway and if things hold like I think they will, we may be able to add a few more signs to the project.

I'll make a motion to award the wayfinding project fabrication and installation bid to right light signs incorporated in the amount of \$165,816 and authorize the City Manager or his designee to execute any necessary documents on behalf of the City of Dunn and to approve the budget amendment as presented.

Motion by Council Member Bradham and seconded by Council Member Billy Tart to award the wayfinding project fabrication and installation bid to Right Light Signs Incorporated in the amount of \$165,816 and authorize the City Manager or his designee to execute any necessary documents on behalf of the City of Dunn, and to approve the budget amendment as presented. **Motion unanimously approved.** *A copy of the Budget Amendment (BA-2024-34) into these minutes as attachment #4.*

#### **Approval of Eastover Water Storage Agreement**

City Manager Neuschafer explained that this is a simple agreement between the City of Dunn and the Eastover Sanitary District, where the Sanitary District, in order to meet their obligations to the state as far as the amount of storage they have available, would like to designate some storage in our water tanks as part of their overall storage for their water system. Since we sell a significant amount of water to Eastover, we figured it appropriate to allocate a certain amount of storage for them and we took a percentage of the overall number of gallons that we have in storage and divided the maintenance cost for that storage. Because we do have an annual maintenance fee that we pay a company to maintain our storage and it came out to about \$3500 for the \$100,000 hundred 1000 gallons that we're looking to allocate to their water supply plan. We feel that if we engage in this agreement. That fee and annual fee of \$3500 will cover our costs and also allow them room to grow and their ability to grow is going to increase our ability to sell them water as well. You'll see in the agreement there's a couple of caveats to win. They have to make the payment as well as the end of this agreement would be December 31st to 2031 or when they complete their elevated storage tank because their plans are to construct an elevated storage tank so they won't have to have part of ours as their storage system. Mr. Neuschafer assured the council that a significant amount of our water is already sold to them. So, it's really just allocating a small percentage of their purchase in our tank.

Motion by Council Member Gaulden and second by Council Member Hargis to approve the water storage agreement with the Eastover Sanitary District to authorize the City Manager or his designee to execute the agreement on behalf of the City of Dunn **Motion unanimously approved.** *A copy of the Eastover Water Storage Agreement is incorporated into these minutes as attachment #5.*

#### **Administrative Reports**

City Manager Neuschafer

Finance Director McNallan provided the following financial report for the period ending August 31, 2024:

- The city has \$9.8 million cash and investments, compared to \$5.9 million last year. The increase is we've received a lot of our grants, construction grants and we're two months into the fiscal year.
- Property Taxes collected for July was \$60,000, compared to \$48,000 last year.
- Sales Tax receipts were \$310,000 for June, down \$7,800 same period last year. That's the second month in a row that we've had a decline for year over year receipts.
- Building Permit Fees collected for August were \$7,555. To date, we've collected \$13,985.

Reports were also received as follows: Planning and Inspections Report, Public Works Report, Public Utilities Report, Parks and Recreation Report and Police Report.

#### **Announcements/Information**

Mayor Elmore announced upcoming events and activities.

**Closed Session**

Motion by Council Member Hargis and second by Council Member Gaulden to go into closed at 7:04 p.m. **Motion unanimously approved.**

No decisions were made, and Closed Session adjourned at 7:37 p.m.

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William P. Elmore Jr.  
Mayor

Attest:

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Melissa Matti, CMC, NCCMC  
City Clerk

DRAFT



**Meeting Date: November 12, 2024**

<b>SUBJECT TITLE</b>	Close FY24 Vehicle and Equipment Capital Projects
<b>PRESENTER/DEPARTMENT</b>	Cary McNallan/Finance Department
<b>ATTACHMENT(S)</b>	Capital Project Ordinance Amendment Budget Amendment
<b>PUBLIC HEARING PUBLISH DATES</b>	N/A

**PURPOSE:** To approve the attached budget amendment to close three vehicle and equipment capital projects.

**BACKGROUND:** The FY24 budget included three capital projects for the purchase of vehicles and equipment related to Police, Public Works, Public Utility, the Water Treatment Plant, and the Wastewater Treatment Plant. These purchases are now complete and installment financing and grant funding has been received from the United States Department of Agriculture (USDA).

All purchases were completed within their respective capital budget. Funding from the USDA was slightly less than budgeted and therefore the balance will need to be funded by general fund reserves.

The attached budget amendment provides for a transfer of \$23,404.30 to the three capital projects and will fully fund and close out the related projects.

**BUDGET IMPACT:** General Fund reserves of \$23,404.30 will be used to fund the three capital projects.

**RECOMMENDED  
MOTION/ACTION  
REQUESTED OF  
COUNCIL**

Motion to approve the attached budget amendment to fund and close vehicle and equipment capital projects.

**CONSENT**



**Capital Project Ordinance Amendment  
FY24 Vehicle and Equipment Purchases Project**

**WHEREAS**, the City Council for the City of Dunn, on June 13, 2023, adopted the annual budget ordinance number 02023-13 for the fiscal year beginning July 1, 2023; and,

WHEREAS, the City Council, on June 13, 2023, adopted the capital improvements plan for fiscal year 2023-24; and,

WHEREAS, the City Council, on June 13, 2023, approved capital project ordinances for the FY24 Vehicle and Equipment Purchases Projects with appropriated funding of \$1,148,861; and,

WHEREAS, it is necessary and appropriate to amend this capital project ordinance to reflect the final funding sources; and,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNN, NC, PURSUANT TO SECTION 13.2 OF CHAPTER 159 OF THE GENERAL STATUTES OF NORTH CAROLINA, THAT:

Section 1: Purchases for this project are now complete and the projects are to be closed out with final appropriations of revenue sources as noted in Section 2 and are adopted as follows:

Section 2. The amount of funding appropriated, and amounts budgeted for purchases and related costs are approved as follows:

<b><u>Funding Appropriations</u></b>	<b>Previous Budget</b>	<b>Budget Amendments</b>	<b>Revised Budget</b>
Installment Financing	\$ 1,148,861.00	\$ (219,861.00)	\$ 929,000.00
USDA Grant Funds		\$ 145,000.00	\$ 145,000.00
Transfer from the General Fund		\$ 23,404.30	\$ 23,404.30
<b>Total Funding</b>	<b>\$ 1,148,861.00</b>	<b>\$ (51,456.70)</b>	<b>\$ 1,097,404.30</b>
<b><u>Expenditures:</u></b>			
Police Vehicles	\$ 304,861.00	\$ (30,353.42)	\$ 274,507.58
Public Works Vehicles	\$ 162,000.00	\$ 4,790.01	\$ 166,790.01
Public Utility Equipment	\$ 195,000.00	\$ (5,471.95)	\$ 189,528.05
WTP Vehicles	\$ 52,500.00	\$ (7,026.41)	\$ 45,473.59
WWTP Vehicles	\$ 168,500.00	\$ (12,985.93)	\$ 155,514.07
Stormwater Equipment	\$ 266,000.00	\$ (409.00)	\$ 265,591.00
<b>Total Expenditures</b>	<b>\$ 1,148,861.00</b>	<b>\$ (51,456.70)</b>	<b>\$ 1,097,404.30</b>



Section 3: Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 4: The Finance Director is directed to report periodically on the financial status of each project element in Section 2 and on the total revenues received or claimed.

Section 5: Within five (5) days after this ordinance is adopted, the City Clerk shall file a copy of this ordinance with the Finance Director.

Section 6: This capital project ordinance amendment shall be effective immediately.

Duly adopted this 12th day of November 2024.

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William P. Elmore, Jr.  
Mayor

Attest:

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Melissa R. Matti  
City Clerk



FUND	Acct #	LINE ITEM DESCRIPTION	Appropriation Before Amendment	Amount of Amendment Increase / (Decrease)	Appropriation After Amendment
Capital Fund	062-0931-7401	Capital Outlay-Veh & Equip	\$ 266,000.00	\$ (409.00)	\$ 265,591.00
Capital Fund	069-0930-7430	Capital Outlay-WS Veh & Equip	\$ 195,000.00	\$ (5,471.95)	\$ 189,528.05
Capital Fund	069-0930-7431	Capital Outlay-WTP Veh & Equip	\$ 52,500.00	\$ (7,026.41)	\$ 45,473.59
Capital Fund	069-0930-7432	Capital Outlay-WWTP Veh & Equip	\$ 168,500.00	\$ (12,985.93)	\$ 155,514.07
Capital Fund	102-0910-7404	Capital Outlay-Police Veh & Equip	\$ 304,861.00	\$ (30,353.42)	\$ 274,507.58
Capital Fund	102-0910-7405	Capital Outlay-PW Veh & Equip	\$ 162,000.00	\$ 4,790.01	\$ 166,790.01
General Fund	010-0500-8510	Oper Trf to Capital Projects	\$ 118,669.00	\$ 23,404.30	\$ 142,073.30
<b>EXPENDITURE TOTAL:</b>			<b>\$ 1,267,530.00</b>	<b>\$ (28,052.40)</b>	<b>\$ 1,239,477.60</b>

FUND	Acct #	LINE ITEM DESCRIPTION	Appropriation Before Amendment	Amount of Amendment Increase / (Decrease)	Appropriation After Amendment
Capital Fund	062-0399-1400	Installment Financing	\$ 266,000.00	\$ (29,587.00)	\$ 236,413.00
Capital Fund	062-0399-0200	USDA Grants	\$ -	\$ 29,178.00	\$ 29,178.00
Capital Fund	069-0399-1400	Installment Financing	\$ 416,000.00	\$ (72,413.00)	\$ 343,587.00
Capital Fund	069-0399-0200	USDA Grants	\$ -	\$ 40,822.00	\$ 40,822.00
Capital Fund	069-0399-1401	Oper Trf fr General Fund	\$ -	\$ 6,106.71	\$ 6,106.71
Capital Fund	102-0399-1400	Installment Financing	\$ 466,861.00	\$ (117,861.00)	\$ 349,000.00
Capital Fund	102-0399-0200	USDA Grants	\$ -	\$ 75,000.00	\$ 75,000.00
Capital Fund	102-0399-1401	Oper Trf fr General Fund	\$ -	\$ 17,297.59	\$ 17,297.59
General Fund	010-0368-2001	Fund Balance Appropriation	\$ 696,164.00	\$ 23,404.30	\$ 719,568.30
<b>REVENUE TOTAL:</b>			<b>\$ 1,845,025.00</b>	<b>\$ (28,052.40)</b>	<b>\$ 1,816,972.60</b>

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

City Manager: \_\_\_\_\_ 11/12/2024

Finance Director: \_\_\_\_\_ 11/12/2024

**JUSTIFICATION:** Close FY24 Equipment capital project and allocate general fund reserves.

**FUNDING SOURCE:** General Fund Reserves.

**Meeting Date: November 12, 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.

**RECOMMENDED  
MOTION/ACTION  
REQUESTED OF  
COUNCIL**

Motion to approve the attached budget amendment to fund a water line extension across Fairground Road.

CITY OF DUNN

BUDGET ORDINANCE AMENDMENT

Department: *Utility Operations*

Budget Amendment #: **216**

FISCAL YEAR ENDING: 6/30/2025

Date: ~~10/22/2024~~  
**11-12-24**

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:	<b>11-12-24</b> <del>10/22/2024</del>
Finance Director:	<b>11-12-24</b> <del>10/22/2024</del>

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

FUNDING SOURCE: Appropriate Water System Development Fees.



**Meeting Date: November 12, 2024**

<b>SUBJECT TITLE</b>	NC Youth Sports Grant Acceptance/Budget Amendment
<b>PRESENTER/DEPARTMENT</b>	Brian McNeill/Parks and Recreation Director
<b>ATTACHMENT(S)</b>	Yes
<b>PUBLIC HEARING PUBLISH DATES</b>	

**PURPOSE:** To officially accept NC Youth Sports Grant awarded by NC Youth Outdoor Engagement Commission and approve the attached budget amendment request.

**BACKGROUND:** With the passage of legalized sports betting in NC in 2023, one of the uses of the dollars coming into the State of NC offers was to grant opportunities for youth sports. The Youth Sports Grant run through the NC Youth Outdoor Engagement Commission are available for non-professional team travel funding and host funding to attract State, regional, area and national sporting events.

This past August the Parks Department applied for the grant maximum of \$25,000 in support of the 2025 DYB AA World Series that will be hosted in Dunn. Funds awarded will be allocated for chain-link ball field fencing that will be used during the upcoming World Series and future tournaments to come.

The budget amendment request is for the following reasons.

- On October 28, 2024, the City received an award confirmation for the NC Youth Sports Grant in the amount of \$25,000 by NC Youth Outdoor Engagement Commission.
- Funds from NCYOEC will be sent 45 days prior to the event which is July 24, 2025. The budget amendment will allow immediate purchase of the equipment to be later reimbursed through the grant.

**BUDGET IMPACT:** The General Fund revenue and expenditure budget will be increased by \$25,000.

<b>RECOMMENDED MOTION/ACTION REQUESTED OF COUNCIL</b>	Motion to approve the acceptance of the North Carolina Youth Sports Grant in the amount of \$25,000 and approve the attached budget amendment request of \$25,000 to be used for equipment for the 2025 DYB AA World Series.
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## Brian C. McNeill

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**From:** Wendt, Megan M <megan.wendt@nc.gov>  
**Sent:** Monday, October 28, 2024 2:09 PM  
**To:** Brian C. McNeill  
**Cc:** Law, Megan N; Steven W. Neuschafer; Cary E. McNallan  
**Subject:** NC Youth Outdoor Engagement Commission Youth Sports Grant #13 - City of Dunn Parks and Recreation

Dear Brian McNeill,

Congratulations! We are pleased to award you a Youth Sports Grant application approval of **\$25,000** for your 2025 Diamond Youth Baseball Division 1 and 2 World Series event costs. I wanted to reach out to thank you for sending the application and to let you know about next steps in the process. A reminder that your Youth Sports Grant reference number is #13, should you need to contact us or complete any forms regarding your grant.

How do you plan to acknowledge our organization's participation in the funding of your event? This could include marketing, advertising, news coverage, social media shoutouts, banners at the event, etc.

- Megan Law, our Communications Manager, is cc'd on this email. She will be happy to send over any marketing materials you may need!

First, we already have the Substitute W-9 on file, so within 45 days from your event we will process and send the funds. You will be notified when the funds are sent. Once you have received the check/direct deposit, these funds must be spent within 60 days of receipt.

Second, if at any time you need to make changes to what was awarded, i.e. change in date, location, or supplies purchased, you need to email us for approval and fill out an Amendment Form before any of those changes are made. Also, all unexpended funds need to be returned to us within 30 days of completion of the events. Please make sure you have read and understand our Youth Sports Grant eligibility and guidelines document.

Thirdly, when you complete the events, please email us receipts or proof of payment within 30 days of completion along with any pictures, videos, etc. we may use on our website and social media. We highly encourage you to review our Grant Reporting page, linked [here](#), to ensure everything needed is properly sent back.

Congratulations again, and please don't hesitate to ask if you need anything from us. We hope your athletes enjoy their World Series tournaments!

Best,  
**Megan Wendt**  
Grants Coordinator  
NC Youth Outdoor Engagement Commission  
Office: (919) 707-4036  
Work Cell: (984) 289-0055

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Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.



CITY OF DUNN

BUDGET ORDINANCE AMENDMENT

Department: *Park & Rec*  
 Budget Amendment #: 15  
 Date: 11/12/2024

FISCAL YEAR ENDING: 6/30/2025

FUND	Acct #	LINE ITEM DESCRIPTION	Appropriation Before Amendment	Amount of Amendment Increase / (Decrease)	Appropriation After Amendment
General	010-0620-7400	Capital Outlay	\$ 86,000.00	\$ 25,000.00	\$ 111,000.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>EXPENDITURE TOTAL:</b>			<b>\$ 86,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 111,000.00</b>

FUND	Acct #	LINE ITEM DESCRIPTION	Appropriation Before Amendment	Amount of Amendment Increase / (Decrease)	Appropriation After Amendment
General	010-0367-0003	State Grants		\$ 25,000.00	\$ 25,000.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>REVENUE TOTAL:</b>			<b>\$ -</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>

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

City Manager: \_\_\_\_\_ 11/12/2024

Finance Director: \_\_\_\_\_ 11/12/2024

JUSTIFICATION: Grant funds received for the purchase of ballpark fencing at Tart Park.

FUNDING SOURCE: NC Youth Outdoor Engagement Commission grant



**Meeting Date: November 12, 2024**

<b>SUBJECT TITLE</b>	Offer to Purchase 19.68 Acres of City Property
<b>PRESENTER/DEPARTMENT</b>	Billy Godwin – Assistant City Manager
<b>ATTACHMENT(S)</b>	Assignable Real Estate Sales Contract
<b>PUBLIC HEARING PUBLISH DATES</b>	n/a

**PURPOSE:** To consider entering into a real estate sales contract with NVR, INC to sell 19.68 acres of City property for \$250,000.00.

**BACKGROUND:** On August 30, 2024, the City of Dunn received an offer from NVR, INC., to purchase 19.68 acres of City property for \$250,000.00 and on September 10, 2024, the City Council adopted a Resolution Authorizing the Upset Bid Process under G.S. 160A-269 to advertise the Council's intent to consider accepting the offer and to invite upset bids. The notice was published in the Daily Record on September 20, 2024, and no upset bids were received during the 10-day upset bid period.

The property, Harnett County PIN 1526-08-5581.000, is located on the south side of East Johnson Street and is also identified as that 20.00 acres (net) shown on Map 2004, Page 1244, Harnett County Registry. The property is currently zoned as R-20. If Council approve this sale, the sale terms in the attached Assignable Real Estate Sales Contract would apply and its principal terms include:

- Purchase Price of **\$250,000**.
- \$12,500 Earnest Money Deposit; \$5,000 non-refundable; \$7,500 refundable until expiration of 90 Day Due Diligence Period (DDP).
- Property must be rezoned to R-7 (application currently pending) during the DDP to allow at least 10 single family attached/detached dwelling units on the property.
- Closing within 10 business days after satisfaction of all contingencies, including Construction Drawing Approval and subdivision approval, which must occur within 90 Days of DDP's expiration.

**BUDGET IMPACT:** Proceeds of the sale of this property would go to the General Fund.

<b>RECOMMENDED MOTION/ACTION REQUESTED OF COUNCIL</b>	Motion to accept NVR INC's offer to purchase the real property identified as Harnett County PIN 1526-08-5581.000 and authorize the City Manager, or his designee, to execute the attached Assignable Real Estate Sales Contract and any other documents necessary to close the property sale.
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Contract pursuant to Paragraph 5 below. References in the Contract to the Deposit means the amount paid to date as provided in this Contract.

**3(b)** The entire Purchase Price shall be payable by Purchaser in cash or by certified or bank cashier's check or wire transfer of funds on the Closing Date (as hereinafter defined). The Deposit shall be applied against the Purchase Price at Closing.

**4. SUBDIVISION OF PROPERTY.**

**4(a)** The Property is zoned R-20. Promptly after the Effective Date, Purchaser shall submit all necessary documents to cause the Property to be rezoned to R-7 and, if applicable, annexed into the City (collectively "**Rezoning**") to obtain final Rezoning beyond all appeal periods ("**Rezoning Approval**"). Thereafter, Purchaser shall use commercially reasonable efforts to submit all necessary documents, including the necessary site plans and subdivision construction plans (collectively, "**Subdivision Plans**"), required to obtain final, non-appealable approval for the development of the Property ("**Final Approval**"). For purposes of this Contract, Final Approval means that the Subdivision Plans have been fully approved, beyond all appeal periods for the development of approved residential building lots, and any off-site improvements necessary to develop the Property ("**Purchaser's Intended Use**"), and the Property is Ready for Development including water and sewer approval and all necessary municipal, state and federal permits to begin construction activity. For purposes of this Contract, the Property shall be deemed to be "**Ready for Development**" after Final Approval has been obtained, and development of the Property can commence and be completed, subject only to the following actions: (i) posting the required bonds and escrows and paying all fees relating to the governmental approval and recordation of the subdivision final plat, (ii) preparation, governmental approval, and recordation of the subdivision final plat, and (iii) conveying to any homeowners' association, if applicable, any open space as reflected on the final approved subdivision record plat. Seller, in its capacity as the seller of real property and not in its capacity as the governing body of the City of Dunn agrees to execute any and all documents reasonably necessary to effect the subdivision approval process for Rezoning Approval and Final Approval. Purchaser acknowledges that nothing contained in this Contract shall be construed to require the Seller in its capacity as the governing body of the City of Dunn to grant the Rezoning Approval, Subdivision Plans, allocation of water and sewer or any other governmental action regarding Purchaser's Intended Use. Such applications shall be reviewed and considered by the City of Dunn in the normal course of business in the same manner as all other applications similarly situated.

**4(b)** If Final Approval does not allow for the development of at least ten (10) single family attached/detached dwelling units (each dwelling unit being an "**Approved Residential Lot**") within ninety (90) days after the expiration of the Due Diligence Period, then Purchaser may terminate this Contract by written notice to Seller, in which event the Secondary Deposit shall be returned to Purchaser and the parties shall have no further rights or obligations hereunder.

**5. DUE DILIGENCE PERIOD; ENTRY ONTO PROPERTY; SELLER DELIVERIES.**



**6(d)** At Closing, Seller shall deliver to Purchaser a "Certification of Non-Foreign Status" which meets the requirements of Section 1445 of the Internal Revenue Code and Internal Revenue Regulations for the purpose of informing the transferee that withholding of Federal taxes is not required.

**6(e)** Possession of the Property shall be given to Purchaser or its agents and assigns at the time of settlement, free from any parties in possession.

**7. ADJUSTMENTS AT CLOSING.** Real estate taxes, general and special, and usual water and sewer charges are to be adjusted to the date of settlement and thereafter assumed and paid for by Purchaser. At Closing, Purchaser shall pay, when and if due, any impact fees imposed by the governmental authorities on development of the Property. Seller shall pay, when and if due, any agricultural recapture tax or any similar tax imposed on the Property, whether imposed prior to or subsequent to Closing.

**8. CLOSING COSTS.** Examination of title, owner's and mortgagee's title insurance, Survey (as hereinafter defined) (if Purchaser elects to have a Survey prepared), tax certificates, preparation of the deed, notary fees, and recording charges are to be at the cost of Purchaser; provided, however, that if Seller breaches its obligations under Subparagraph 9(c), Seller shall (in addition to its other default obligations under Paragraph 14) pay or reimburse Purchaser for all reasonable title and survey costs actually incurred by Purchaser. Seller shall pay the cost of obtaining releases of all monetary liens encumbering the Property. All documentary stamps and recordation and transfer taxes shall be paid by Seller. Each party shall pay for the cost of their respective legal counsel.

**9. TITLE**

**9(a)** At Closing, Seller will convey to Purchaser good and marketable and insurable fee simple title to the Property. For the purposes of this Contract, "good and marketable and insurable fee simple title" shall mean fee simple ownership, free of all liens, encumbrances, judgments, covenants, restrictions, easements and rights of way, recorded or unrecorded; subject, however, to those matters (if any) affecting title to the Property which are set forth in the Title Commitment referred to below and accepted by Purchaser in accordance with Subparagraph 9(b) (the "**Permitted Exceptions**"). Such title shall also be insurable by a recognized and reputable title insurance company selected by Purchaser which is licensed to do business in the State of North Carolina, at then-current standard rates under the standard form of ALTA owner's policy of title insurance in effect on the Closing Date, and without exception other than for the Permitted Exceptions. Notwithstanding anything herein to the contrary, if the Seller, in its capacity as the governing body of the City of Dunn has utility easements (water, sewer, stormwater or otherwise) located on the Property for which there is not a recorded easement, Seller may retain such easements in conveyance of the Property to the Purchaser and they shall be deemed to constitute Permitted Exceptions. For purposes of this Contract, the Sanitary Sewer Easement shown on that plat entitled, "Survey for Town of Dunn – Shamrock Denning Tract" dated December 2, 2004 by Joyner Piedmont Surveying, recorded in Map Book 2004, Page 1244, Harnett County Registry (the "Sanitary Sewer Easement"), shall constitute a



taxes, any deeds of trust, mortgages, judgment liens, and other monetary liens against the Property shall be deemed Objectionable Exceptions, whether Purchaser gives written notice of such or not, and shall be removed by Seller at or before the time of Closing, and (ii) Purchaser shall have the right to terminate this Contract and receive a complete refund of the Secondary Deposit if any Survey discloses any matter which, in Purchaser's reasonable opinion, would interfere with Purchaser's Intended Use. The term "**Survey**" shall mean an ALTA/NSPS Land Title Survey of the Property prepared, at Purchaser's expense, by a registered State land surveyor designated by Purchaser.

9(e) Upon request by Purchaser, Seller shall, at no cost to Seller, execute such affidavits, certifications, and other instruments as are reasonably required by Purchaser's title insurance company for the elimination of any standard or printed exceptions in Purchaser's final policy of title insurance or to comply with tax reporting or disclosure requirements.

10. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to Purchaser as follows:

10(a) Seller is a North Carolina municipal corporation, duly organized and validly existing, under the laws of the State of North Carolina, and qualified to do business in the State of North Carolina, in good standing.

10(b) Seller has the full right, power and authority to enter into and carry out and perform this Contract, without obtaining any further approvals or consents. Seller is the owner of the Property in fee simple absolute, and has all right, power and authority to enter into this Contract. The entering into this Contract and consummation of this transaction by Seller will not violate any law or governmental regulation, order or decree to which Seller is subject or any agreement or other instrument to which Seller is a party or by which it is bound.

10(c) Seller has not made any commitments or representations to the applicable governmental authorities, any adjoining or surrounding property owners, any civic association, any utility, or any other person or entity which would in any manner be binding upon Purchaser, except as provided for in this Contract.

10(d) There are no leases, tenancies, licenses, or other rights of occupancy or use for any portion of the Property.

10(e) There is no threatened or pending annexation, condemnation or other judicial or administrative proceedings against or affecting any part of the Property.

10(f) Seller has no actual knowledge (i) of any "Hazardous Materials" (defined below) located on or within the Property; (ii) that the natural topography of the Property has been excavated or filled with rubble or otherwise; (iii) that the Property has previously been used for the storage, use, generation, treatment or disposal of Hazardous Materials; or (iv) that there are any underground fuel tanks located upon the Property. The term "**Hazardous Materials**" means any substance, material or waste that is defined or regulated as hazardous or toxic, or is a pollutant or contaminant, by or that gives rise to liability under, any Law, regulation, permit or



**12(a)(i)** The Property is Ready for Development (as more specifically defined in Paragraph 4 above).

**12(a)(ii)** Title to the Property shall be good of record and marketable and fully insurable by a title company at regular rates pursuant to Paragraph 9 above.

**12(a)(iii)** There is no evidence of hazardous or toxic waste on the Property at the time of Closing, and the Purchaser shall be able to obtain the issuance of a Phase I Environmental Report with regard to the Property acceptable to Purchaser in Purchaser's sole discretion.

**12(a)(iv)** The representations and warranties made by Seller in this Contract shall be true in all respects as of the Effective Date and as of the Closing Date, and Seller shall have performed all covenants and obligations and complied with all conditions required of Seller under this Contract.

**12(b)** In the event any of the conditions set forth in Subparagraph 12(a) are not satisfied as of the date of Closing, Purchaser shall have the right, in its sole discretion, to hold Seller in default (if any such failure is the result of Seller's breach) or, in all events, terminate this Contract by giving written notice to Seller. In the event Purchaser elects termination, the Secondary Deposit shall be promptly returned to Purchaser and thereupon the parties shall have no further rights or obligations hereunder.

**13. PURCHASER'S DEFAULT.** If Purchaser fails to tender Closing on the Property due to events within its control and Seller is ready, willing and able to perform, or if Purchaser shall otherwise breach or default under any of the provisions of this Contract, then, provided Purchaser has received written notice from Seller specifying the nature of the breach or default and Purchaser fails to cure the specified breach or default within ten (10) days after receipt of the notice, Seller shall retain the Secondary Deposit paid to date to Seller as complete and liquidated damages and as Seller's sole remedy. Thereafter, this Contract shall automatically terminate and Purchaser and Seller shall be relieved of further liability hereunder, at law or equity. Seller expressly waives all rights of action against Purchaser for specific performance and any other equitable remedies or damages for any matter arising out of or relating to this Contract. Any attendance at Closing by either party shall not nullify this provision for payment of liquidated damages as Seller's sole remedy.

**14. SELLER'S DEFAULT.** In the event Seller shall fail to tender and complete Closing or otherwise fail to perform any of its obligations hereunder, then, provided Seller has received written notice from Purchaser specifying the nature of the breach or default and Seller fails to cure the specified breach or default within ten (10) days after receipt of the notice, Purchaser shall have the right to seek specific performance of this Contract (including ancillary equitable relief) or may, in the alternative, elect to terminate this Contract, whereupon the Seller shall immediately deliver to Purchaser a complete refund of the Secondary Deposit and thereupon the parties shall have no further rights or obligations hereunder. In the event that specific performance is not available to Purchaser as a remedy, Purchaser shall be entitled to any and all remedies at law or in equity.



**20(a)** Purchaser reserves the right to waive any of the terms and conditions of this Contract for its benefit, including, without limitation, conditions precedent to Closing, title, and warranty provisions, and to purchase the Property in accordance with the terms and conditions of this Contract which have not been so waived. Any and all such waiver(s) must be in writing signed by Purchaser.

**20(b)** All notices and other communications hereunder shall be in writing, and be deemed to have been received (i) immediately upon personal delivery, (ii) electronic mail at the electronic mail address listed below; provided however, any notice by electronic mail shall require an active confirmed "receipt" by the recipient (i.e. a person must respond that they received the notice), however, an active confirmed receipt will not be required for notice by Purchaser to terminate this Contract prior to the expiration of the Due Diligence Period, (iii) one (1) business day after being sent by confirmed overnight mail, or (iv) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid:

<p><b>If to Purchaser:</b></p> <p>NVR, INC. 10720 Sikes Place, Suite 300 Charlotte, NC 28277 Attn.: David Greminger Email: <a href="mailto:DGreming@nvrinc.com">DGreming@nvrinc.com</a></p> <p>NVR, INC. 5734 Trinity Road, Suite 200 Raleigh, NC 27607 Attn: Brad Messenger, G. Louis Baker, III, and Joe Schmidtke Email: <a href="mailto:Bmessenger@nvrinc.com">Bmessenger@nvrinc.com</a>; <a href="mailto:gbaker@nvrinc.com">gbaker@nvrinc.com</a>; <a href="mailto:JSchmidt@nvrinc.com">JSchmidt@nvrinc.com</a></p> <p>with a copy, by email only, to:</p> <p>SHULMAN ROGERS, P.A. 12505 Park Potomac, Sixth Floor Potomac, MD 20854 Attn: Lawrence M. Kramer and Sean P. Sherman Email: <a href="mailto:NVR@shulmanrogers.com">NVR@shulmanrogers.com</a></p>	<p><b>If to Seller:</b></p> <p>City of Dunn 401 W. Broad Street Dunn, NC 28334 Attn: Steven Neuschafer Email: <a href="mailto:sneuschafer@dunn-nc.org">sneuschafer@dunn-nc.org</a></p> <p>City of Dunn 401 W. Broad Street Dunn, NC 28334 Attn: Billy Godwin Email: <a href="mailto:bgodwin@dunn-nc.org">bgodwin@dunn-nc.org</a></p> <p>with a copy, by email only, to:</p> <p>Pope Law Group, P.A. 403 W. Broad Street Dunn, NC 28334 Attn: P. Tilghman Pope Email: <a href="mailto:tilghman@plgpa.com">tilghman@plgpa.com</a></p>
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The parties shall be responsible for notifying each other of any change of address, email or facsimile number.

**20(c)** This Contract contains the entire agreement between the parties regarding the subject matter of this Contract. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them, relating to this



regarding required notice. Any such attempted amendments without NVR, Inc.'s written consent shall be null and void.

**20(k)** The relationship of Seller and Purchaser hereunder is and will be that of seller and buyer, and none of the provisions of this Contract are intended to create any relationship other than seller and buyer. No agency, partnership, joint venture or other relationship is intended hereby, and neither party shall be deemed the agent, servant, employee, partner or joint venturer of the other party. Seller and Purchaser shall not, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Contract, there shall not be deemed to have occurred a merger or any joint enterprise between Seller and Purchaser.

**21. RULE AGAINST PERPETUITIES.** Solely for purposes of avoiding the rule against perpetuities, and not to modify any provision of this Contract, Closing shall take place no later than twenty one (21) years from the Effective Date.

**22. FORCE MAJEURE.**

**22(a)** If either party hereto shall be delayed, hindered, adversely affected or prevented from the performance of any act required hereunder by reason of labor disputes of any kind, inability to procure materials or unusual delay in deliveries, delays or actions caused by government moratoriums, war, acts of terrorism, civil commotion or other casualty, damage caused by fire, earthquake, flood, hurricane or severe weather, disruptions resulting from a health crisis, such as an epidemic or pandemic, any form of act of God, or any other events of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this Contract, whether or not the underlying event is foreseeable at the time of execution of this Contract, then performance of such act shall be excused for the period of the delay, and thereafter the period for the performance of any such act shall be extended for the a period equivalent to the period of such delay.

**22(b)** The parties agree that Purchaser's essential purpose in entering this Contract is to acquire the Property Ready for Development and entitled to be sold with improvements to third party buyers. In the event Purchaser's ability to assign the Contract to a third party developer or pursue entitlements (if Purchaser's obligation hereunder) is delayed, hindered or prevented due to the events specified in subsection (a) above, whether or not the underlying event is foreseeable at the time of execution of this Contract, all Purchaser obligations under the terms of this Contract shall be excused for the period of the delay, and thereafter the period for the performance of any such act shall be extended a period equivalent to the period of such delay.

Beginning with the expiration of the extension period in either subsection (a) or (b) above, if the required performance remains unperformed or assignment remains unavailable, Purchaser may either waive the foregoing in writing, or Purchaser may at its option either continue to wait for the performance or declare this Contract null and void and in such event the Secondary Deposit shall be returned to Purchaser within ten (10) days and there shall be no further liability on the part of either party to the other.

The parties have signed, sealed and delivered this Contract as of the dates written below each signature.

**SELLER:**

THE CITY OF DUNN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PURCHASER:**

NVR, INC.,  
a Virginia corporation

By: \_\_\_\_\_  
Name: David Greninger  
Title: Vice President of Operations  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Brad Messenger  
Title: Vice President/Regional Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: G. Louis Baker, III  
Title: Vice President of Regional Land Operations  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Joe Schmidtke  
Title: Vice President/Division Manager  
Date: \_\_\_\_\_



EXHIBIT "B"

PURCHASER'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797	<b>CONTACT NAME:</b> PHONE: (A/C No. Ext): FAX (A/C, Nat): E-MAIL: ADDRESS:														
CN101288850-NVR-GAWUX-24-25 <b>INSURED</b> NVR, Inc. 11700 Plaza America Drive, Suite 500 Reston, VA 20190-4792	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A - Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B - Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C - Allied World Assurance Company (U.S.) Inc.</td> <td>19469</td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A - Liberty Mutual Fire Insurance Company	23035	INSURER B - Liberty Insurance Corporation	42404	INSURER C - Allied World Assurance Company (U.S.) Inc.	19469	INSURER D		INSURER E		INSURER F	
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INSURER D															
INSURER E															
INSURER F															

COVERAGES CERTIFICATE NUMBER: CLE-005229348-14 REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SR <input checked="" type="checkbox"/> \$1,000,000 SR NY ONLY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EB2-631-510577-014 "GL - PREMISES"	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A82-631-510577-044	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input type="checkbox"/> RETENTION \$			03067342	01/01/2024	01/31/2025	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-630-510577-034	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OPT-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Products Liability Retention \$1,000,000			EB2-631-510577-024 Products/Comp Cys	01/01/2024	01/31/2025	Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of coverage:

<b>CERTIFICATE HOLDER</b> NVR, Inc. 11700 Plaza America Drive, Ste 500 Reston, VA 20190	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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DUNN CITY OF  
E JOHNSON ST NC  
1400013173

AVERASBORO SCHOOL TAX (100), DUNN CITY TAX (100),  
DUNN/AVERASBORO FIRE TAX (100), HARNETT COUNTY  
TAX (100)

Reval Year: 2022 Tax Year: 2024  
Appraised By 00 on 01/01/2022 00200K I95, NC 55 E INDUSTRIAL

21.49ACS SHAMROCK DENNINGMP#2004-1244

CARD NO. 1 of 1  
20.0000 AC  
TW-02 CI-05 FR-

PLAT: / UNIQ ID 229049  
ID NO: 1526-08-5581.000

Parcel ID: 02151720110025-

SPLIT FROM ID

19.6800 AC SRC= Inspection  
EX-CITY AT- LAST ACTION 20220221

USE	USE DESCRIPTION	MOD	MODEL DESCRIPTION	STYLE	TOTAL LIVING AREA	AYB	EYB	CORRELATION OF VALUE	
10		00						CREDENCE TO	MARKET

CATEGORY	CODE	DESCRIPTION	BASE RATE	COUNT	RATE
DEPRECIATION		NB FACTOR			
NORM		1			

DEPR. BUILDING VALUE - CARD	0
DEPR. OB/XF VALUE - CARD	
MARKET LAND VALUE - CARD	77,930
TOTAL MARKET VALUE - CARD	77,930
TOTAL APPRAISED VALUE - CARD	77,930
TOTAL APPRAISED VALUE - PARCEL	77,930
TOTAL PRESENT USE VALUE - LAND	0
TOTAL VALUE DEFERRED - PARCEL	0
TOTAL TAXABLE VALUE - PARCEL \$	77,930

PRIOR APPRAISAL		PERMIT	
BUILDING VALUE	CODE	DATE	NO.
0			
OBXF VALUE			
0			
LAND VALUE	62,970		
PRESENT USE VALUE	0		
DEFERRED VALUE	0		
TOTAL VALUE	62,970		

SALES DATA						
OFF. RECORD	DATE	DEED			INDICATE	
BOOK	PAGE	MO	YR	TYPE	O/U	V/I
02026	0104	12	2004	WD	I	V
00287	0559				X	V
00287	0559				X	V

HEATED AREA

NOTES

8 ACRES AS WASTELAND

1208

CODE	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	AYB	EYB	DEP SCH	OVR	% COND	OB/XF DEPR. VALUE
------	-------------	-------	-----	-----	-------	------------	-------------	--------	-----	-----	---------	-----	--------	-------------------

TOTAL OB/XF VALUE

BLDG DIMENSIONS

HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJ/NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
WOOD I	6113	R-20			0.9400	0	0.7700	+00 +00 +00 -23 +00		5,500.00	19.680	AC	0.720	3,960.00	77933	0	

TOTAL MARKET LAND DATA

TOTAL PRESENT USE DATA

02151720110025- (7669073) Group:0 8/7/2024 11:57:00 AM.

DUNN CITY OF 1400013173 Parcel ID: 02151720110025- ID NO: 1526-08-5581.000 CARD NO. 1 of 1

**PUBLIC NOTICE  
SALE OF CITY PROPERTY BY UPSET BID**

An offer of \$250,000, has been submitted for the purchase of certain property owned by the City of Dunn, more particularly described as follows:

Being that 19.68 acres of City property located on the south side of East Johnson Street and further identified as Harnett County PIN 1526-08-5581.000 and is also being that 20.00 acres (net) shown on Map 2004, Page 1244, Harnett County Registry

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the City Clerk, Administration Office, Dunn Municipal Building, 401 E Broad St, Dunn, N.C., 28334 by 4:00 pm on September 30, 2024. At that time the City Clerk shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer to an amount not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

The buyer must pay cash at closing.

The City Council must, if it decides to accept the final high offer, approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed. The City reserves the right to withdraw the property from sale at any time before the final high upset bid is accepted and further reserves the right to reject at any time all bids prior to accepting any bid.

Further information may be obtained by the City Clerk, Administration Office, Dunn Municipal Building, 401 E Broad St, Dunn, N.C., or at telephone 910-230-3501 during normal business hours.

9/20/2024



**Meeting Date: November 12, 2024**

SUBJECT TITLE	Amendment #1 to Building Inspection Contract with Harnett County
PRESENTER/DEPARTMENT	Billy Godwin – Assistant City Manager
ATTACHMENT(S)	Contract Documents
PUBLIC HEARING PUBLISH DATES	n/a

**PURPOSE:** To consider an amendment (Amendment #1) to the City's contract with Harnett County for building inspection services that will end most, but not all, of those services on November 18, 2024.

**BACKGROUND:** On June 14, 2022, the City Council approved a month-to-month contract with Harnett County whereby the County would provide building inspection services to the City for \$7,500.00 per month. The contract was necessary because the City was without a building inspector. The City's recent hiring of a Level III Building Inspector has made the need for most of the contracted inspection services unnecessary.

Upon approval of Amendment #1, the City's Building Inspector would, effective November 18, 2024, perform all building inspection services except those Building Level II or Level III projects for which the County has already started the inspection process as of November 15, 2024. In those instances, the County would retain the inspection responsibility through the issuance of a Certificate of Occupancy. In addition, any project requiring a Level III electrical inspection would have to be conducted by a third-party until the City's Building Inspector obtains a Level III electrical certification.

**BUDGET IMPACT:** The City's monthly \$7,500.00 fee to Harnett County will cease and the November 2024, fee will be prorated to \$3,750.00 representing County services through November 15, 2024.

RECOMMENDED MOTION/ACTION REQUESTED OF COUNCIL	Motion to approve Amendment #1 to the City's contract with Harnett County for building inspection services and to authorize the Mayor, or his designee, to execute the amendment.
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## Melissa R. Matti

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**From:** Tilghman Pope <tilghman@plgpa.com>  
**Sent:** Wednesday, November 6, 2024 3:48 PM  
**To:** Billy R. Godwin  
**Cc:** Steven W. Neuschafer; Michael S. Johnson; Melissa R. Matti  
**Subject:** RE: Inspections contract amendment

Billy,

I have reviewed this document and I am fine with it as it relates to legal form.

Just so everyone is clear, as I understand it the County will complete “outstanding inspections” on building project that require Building Level II or Building Level III inspections and once those are completed the Agreement terminates. This would make the City responsible for “new” inspection requests that require those certifications.

If we need to discuss, please let me know.

Thanks,

Tilghman

---

**From:** Billy R. Godwin <bgodwin@dunn-nc.org>  
**Sent:** Monday, November 04, 2024 11:52 AM  
**To:** Tilghman Pope <tilghman@plgpa.com>  
**Cc:** Steven W. Neuschafer <sneuschafer@dunn-nc.org>; Michael S. Johnson <msjohnson@dunn-nc.org>; Melissa R. Matti <mmatti@dunn-nc.org>  
**Subject:** FW: Inspections contract amendment

Tilghman – I meant to send this to you at the end of last week. It’s an amendment (prepared by the County staff atty) to the City’s contract with the County for Building Inspection Services. Now that we’ve got an inspector, the scope of services needed by the City has diminished and those are modified accordingly in the amendment. This must be approved by the County and City. We plan to put this on the Council Agenda for next Tuesday since the cutoff date is November 18 as currently drafted. Let me know if you see any issues with this Amendment. I’ve copied Slater Johnson our Building Inspector on this email. Also, Melissa, please add this to the Agenda for next Tuesday. I’ll prepare the Abstract...Billy

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**From:** Brad Sutton <bsutton@harnett.org>  
**Sent:** Thursday, October 31, 2024 1:14 PM  
**To:** Steven W. Neuschafer <sneuschafer@dunn-nc.org>; Billy R. Godwin <bgodwin@dunn-nc.org>  
**Subject:** Inspections contract amendment

Gentlemen,



NORTH CAROLINA

BUILDING INSPECTION  
SERVICES AGREEMENT  
AMENDMENT #1

COUNTY OF HARNETT

THIS BUILDING INSPECTION SERVICES AGREEMENT AMENDMENT #1 (“Amendment #1”) is made and entered into with an effective date of November 1, 2024 by and between the COUNTY OF HARNETT, a body politic and corporate of the State of North Carolina (hereinafter referred to as “Harnett”), and CITY OF DUNN, a municipal corporation, organized and existing under the laws of the State of North Carolina., (hereinafter referred to as “City”).

WHEREAS, Harnett and City entered into an Agreement on June 1, 2022 (hereinafter referred to as the “Agreement”) where HARNETT is to provide Building Inspection Services for the City; and

WHEREAS, the City desires to take over building inspection services within its jurisdiction; and

WHEREAS, the Parties desire to terminate the Agreement to effectuate an orderly transition of services from Harnett to the City.

NOW, THEREFORE, in consideration of the mutual benefits, representations, and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Section 3. Services Provided by Inspections Department.** The following paragraph shall be added to the end of the Section:

Harnett shall cease reviewing plans for all new building projects and performing building inspections for building projects within the City’s jurisdiction. as of the start of business on November 18, 2024. The City shall be responsible for reviewing all plans and conducting code enforcement inspections on all new building projects and existing building projects as of November 18, 2024.

Notwithstanding the forgoing, Harnett shall continue to conduct inspections for building projects that require Building Level II or Building Level III Code Enforcement inspections where Harnett has started the inspection process as of the close of business on November 15, 2024. Harnett will complete all inspections through the issuance of a Certificate of Occupancy on all such identified building projects.

2. **Section 6. Term of the Agreement, Amendment and Termination.** The following paragraph shall be added to the end of the Section:

Notwithstanding the foregoing, the Term of the Agreement shall be extended until Harnett has completed all outstanding inspections on building projects that require Building Level II or Building Level III Code Enforcement inspections that have been commenced by Harnett. The Agreement shall terminate upon completion of all outstanding inspections, unless terminated earlier in writing.

3. All other terms of the Agreement not expressly amended by this Amendment #1 will remain unchanged and in effect.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives or officers have executed this Amendment #1 as to the date and year first above written.

**CITY OF DUNN**

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

Date: \_\_\_\_\_

**COUNTY OF HARNETT:**

By: \_\_\_\_\_  
William Morris, Chairman

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Cary McNallan, Dunn Finance Director

\_\_\_\_\_  
Kimberly Honeycutt, Harnett County Finance Officer



STATE OF NORTH CAROLINA

**BUILDING INSPECTION SERVICES AGREEMENT**

COUNTY OF HARNETT

This Agreement is made and entered into as of this the 1st day of June 2022 by and between the County of Harnett, a body politic, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Harnett") and the City of Dunn, a municipal corporation, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the Governing Bodies hereby find and declare that interlocal cooperation for building inspection services is a necessity in that such cooperation allows for increased uniformity in the enforcement of the North Carolina State Building Code, development of consistent goals and objectives, more efficient coordination, administration and delivery of inspection services; and that as a result the public health, safety, and welfare will be better served by the implementation of this Agreement.

NOW THEREFORE, for and in consideration of sums to be paid as provided herein and the performance of the terms and conditions contained in this Agreement, the sufficiency of which is hereby acknowledged by both parties, said parties hereto agree as follows:

**Section 1. Purpose.** The purpose of this Agreement is to provide cooperation for building inspection services and to provide for the administration necessary to effectuate that endeavor.

**Section 2. Definitions.**

The words defined in this section shall have the following meanings when used in this Agreement, unless otherwise defined or explained hereafter:

- A. "Applicable Codes" means the following portions of the N.C. State Building Code: Building, Accessibility, Plumbing, Mechanical, Electrical, Fuel Gas, Energy, Existing Buildings, and Residential Codes, and the North Carolina Administration and Enforcement Requirements Code. "Applicable Codes" do not include the Fire Prevention Code; local residential housing codes; and/or minimum housing codes; or general periodic inspections for purposes of condemnation of residential and non-residential structures.
- B. "County" shall mean the County of Harnett.
- C. "Inspections Department" means Harnett County Inspections Department. The Inspections Department shall employ or contract with building inspectors certified by

the State of North Carolina in the trades of Plumbing, Mechanical, Electrical, and General Building.

- D. "Building Inspection Services" includes review of building plans, issuing or denying permits, making necessary inspections including issuing or denying certificates of compliance, issuing orders to correct violations, and ensuring that inspection results records are kept, all according to the Applicable Codes and North Carolina General Statutes.
- E. "North Carolina State Building Code" means the current edition of the North Carolina Building Codes, as adopted by the North Carolina Building Code Council (which includes, by reference, the North Carolina Building, Accessibility, Plumbing, Mechanical, Electrical, Fuel Gas, Energy, Existing Buildings, and Residential Codes, and the North Carolina Administration and Enforcement Requirements Code).
- F. "City" shall mean the City of Dunn.

**Section 3. Services Provided by Inspections Department.** The Inspections Department shall provide to City, Building Inspection Services for Applicable Codes in the territorial boundaries of the City. The Inspections Department shall provide such management, planning, regulatory, and administrative and support services as are reasonably necessary to provide Building Inspection Services.

**Section 4. Compensation and Payment.** Compensation for Building Inspections Services as provided pursuant to this Agreement shall be Seven Thousand Five Hundred Dollars (\$7,500.00) per month, paid by City to County no later than the fifth day of the month in which inspection services are to be provided. All documentation and fees for Building Inspection Services shall be collected by City.

**Section 5. Legal Representation and Liability.** The City Attorney shall provide legal support and representation for City for all enforcement actions taken by the Inspections Department on behalf of City on issues arising from enforcement actions taken within and on behalf of City's jurisdiction by the Inspections Department. To the fullest extent allowable by North Carolina law, County shall have no liability regarding such enforcement actions and City shall hold County harmless for any and all claims, liabilities, losses, damages, costs, or expenses arising out of, or relating to the provision of services provided by County to City hereunder, except for those acts caused by the sole negligence of County. City and County waive special, incidental, indirect, or consequential damages, including lost profits, good will, revenues or savings, for claims, disputes or other matters in question arising out of or relating to this Agreement. This limitation of liability will survive the expiration or termination of this Agreement.

**Section 6. Term of Agreement, Amendment and Termination.** The term of this Agreement shall commence on June 1, 2022 and shall run month to month. This Agreement may be amended from time to time upon the mutual consent of City and County expressed in writing. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to



the other party. Termination shall not relieve City of financial obligations incurred prior to termination.

**Section 7. Documents and Records.** City is the owner and custodian of all records pertaining to City inspections. City shall furnish or cause to be furnished to Inspections Department all such reports, data, studies, plans, specifications, documents, or other information deemed necessary by Inspections Department for proper performance of County's services. County may rely upon the documents so provided in performing the services required under this Agreement; provided however, County assumes no responsibility or liability for their accuracy.

**Section 8. No Third-Party Beneficiary.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Party.

**Section 9. Severance Clause.** In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

**Section 10. Entire Agreement.** This Agreement represents the entire agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument signed by County and City.

**Section 11. Notices.** All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO: City of Dunn  
401 E. Broad St.  
Dunn, NC 28334  
Attn: City Manager

With a Copy to:

P. Tilghman Pope  
Pope Law Group, P.A.  
403 W. Broad Street  
Dunn, North Carolina 28334

TO: County of Harnett  
420 McKinney Parkway (physical)  
PO Box 65 (mail)  
Lillington, North Carolina 27546  
Attn: Development Services Director

With Copy to:  
County Staff Attorney  
455 McKinney Parkway (physical)  
PO Box 238 (mailing)  
Lillington, North Carolina 27546

Either party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth above.

**Section 12. Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of North Carolina. The North Carolina State Courts located in Harnett County, North Carolina shall have jurisdiction to hear any dispute under this Agreement and legal or equitable proceedings by either party must be filed in Harnett County, North Carolina.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives or officers have executed this Agreement as to the date and year first above written.

(The remainder of this page left blank intentionally)



COUNTY OF HARNETT

By: *Lewis W. Weatherspoon*  
Lewis W. Weatherspoon, Chairman

ATTEST:

*Melissa Capps*  
Melissa Capps, Clerk



CITY OF DUNN

By: *William P. Elmore, Jr.*  
William P. Elmore, Jr., Mayor

ATTEST:

*Tammy Williams*  
Tammy Williams, Clerk



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

*Jim Roberts*  
Jim Roberts, Dunn Finance Director

*Kimberly Honeycutt*  
Kimberly Honeycutt, Harnett County CFO

STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

I, Jaime C Bell Raig, a Notary Public, of the County and State aforesaid, certify that Lewis W. Weatherspoon, who being by me duly sworn, says that he is Chairman of the Board of Commissioners of Harnett County, and that Melissa Capps is Clerk of said Board, that the seal affixed to the foregoing and attested instrument is the seal of Harnett County, North Carolina, and that said instrument was signed by him as Chairman of the Board of Commissioners of said County and by the Clerk of said Board, who affixed the official seal of Harnett County to said instrument; and that the said Lewis W. Weatherspoon, Chairman of the Board of Commissioners, acknowledged said instrument to be the act and deed of Harnett County, North Carolina.

Witness my hand and Notarial Seal, this the 6<sup>th</sup> day of June, 2022.



Jaime C Bell Raig  
Notary Public  
Jaime C Bell Raig  
Notary Public Printed Name

My Commission Expires: 9.9.2026



NORTH CAROLINA

COUNTY OF HARNETT

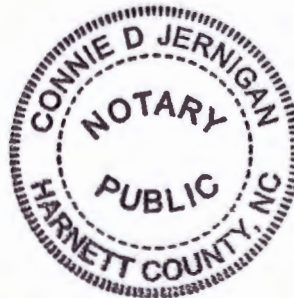
I, Connie D. Jernigan, a Notary Public of the County and State aforesaid, certify William P. Elmore, Jr. personally came before me this day and acknowledged that he is Mayor of the City of Dunn, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing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

Witness my hand and official stamp or seal, this 21 day of June, 201<sup>9</sup><sub>2</sub>.

Connie D. Jernigan  
Notary Public

Connie D. Jernigan  
Notary Public Printed Name

My Commission Expires: 09/06/2023



**Meeting Date: November 12, 2024**

<b>SUBJECT TITLE</b>	Consideration of NC Building Resilient Infrastructure & Communities (BRIC) Grant Agreement
<b>PRESENTER/DEPARTMENT</b>	City Manager, Steven Neuschafer
<b>ATTACHMENT(S)</b>	Grant Agreement
<b>PUBLIC HEARING PUBLISH DATES</b>	N/A

**PURPOSE:**

To authorize and name Assistant City Manager, Billy Godwin, as the designated agent for the NC Building Resilient Infrastructure and Communities Planning Agreement for the Raw Water Pump Station Improvement Project.

**BACKGROUND:**

The City adopted the Capital Budget and Budget Amendment for this project in August of 2024. The City of Dunn intends to make improvements to the Raw Water Pump Station located in Erwin, NC near the Cape Fear River. The City has received a Building Resilient infrastructure and Communities (BRIC) grant of \$6,438,975 to be used towards the funding of this project. The City has also received a state funding appropriation in the amount of \$7,1 M that is to be used for water and sewer infrastructure projects, the use of a portion of the state funding to be allocated towards this project. The estimated cost of this project is \$9,094,222.

This first phase of the project, what the planning agreement covers, will include grant administration and engineering. \$1,154,790.

**BUDGET IMPACT:**

This Phase of the project will require approximately \$329,940 from the City's approved funding.

**Project EMA-20022-BR-001-0045**

**CFDA: 97.047**

**RECOMMENDED  
MOTION/ACTION  
REQUESTED OF  
COUNCIL**

Motion to direct Assistant Manager Billy Godwin to execute the North Carolina Building Resilient Infrastructure and Communities Grant Agreement.



**PROJECT: EMA-2022-BR-001-0045**  
**CFDA: 97.047**

**NORTH CAROLINA**  
**BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES**  
**GRANT AGREEMENT**

**THIS BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PLANNING AGREEMENT** (the Agreement) is entered into by and between the **State of North Carolina, Department of Public Safety** referred to as the "AGENCY/ GRANTEE"), and the **City of Dunn, North Carolina** (hereinafter referred to as the "RECIPIENT/ SUBGRANTEE").

WHEREAS, Congress authorized financial assistance to States and communities for pre-disaster mitigation activities; and

WHEREAS, the Federal Emergency Management Agency recognizes a need to provide States and communities with much needed source of pre-disaster mitigation funding for cost-effective hazard mitigation activities that are part of a comprehensive mitigation program, and that reduce injuries, loss of life, and damage and destruction of property; and

WHEREAS, the Department of Homeland Security and the Federal Emergency Management Agency issued the Notice of Funding Opportunity (NOFO) for the FY 2022 Building Resilient Infrastructure and Communities that makes federal funds available to states, US territories, eligible Indian Tribal governments, and local communities for pre-disaster mitigation activities; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. §166A-19 *et. seq.*, N.C.G.S. §166A-19.41(b)(2)a.3., N.C.G.S. §143B-1000; §203 and §322, 42 U.S.C. 5133 and 5165, respectively, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et seq.*, *as amended*, and the Disaster Mitigation Act of 2000, 42 U.S.C. 5131 *et. seq.*, the Disaster Recovery Reform Act of 2018 (DRAA), *et. seq.*, and the National Flood Insurance Program, 42 U.S.C, 4011 *et. seq.* authorizes the relationship as described herein; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq., *as amended*, and the Disaster Mitigation Act of 2000, 42 U.S.C. 5131 et. seq.; the Disaster Recovery Reform Act of 2018 (DRRA), et. seq; the National Flood Insurance Program, 42 U.S.C. 4011 et. seq.; 2 C.F.R. Part 200; OMB Circular A-87 if applicable, N.C.G.S. §166A-41(b)(2)b., and other applicable Building Resilient Infrastructure and Communities Program (BRIC) guidance.

If funding for the BRIC program project is used for an “infrastructure” project, all iron, steel, manufactured products, and construction materials used in the project must be produced in the United States. The RECIPIENT/SUBGRANTEE must also ensure that all contracts (including purchase orders) subject to the Build America Buy America Act (BABAA) include a required contract clause and self-certification of compliance pursuant to HMA Guidance, 2 C.F.R. 200.322, 2 C.F.R. Part 184, and OMB Memorandum M-24-02, *Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure*.

If funding for the BRIC program project does not involve actual construction but instead involves only planning, engineering, or design work, the Build America Buy America Act (BABAA) does not apply as the project does not involve construction. However, if the project is part of an awarded phased BRIC project that later involves infrastructure construction or if the planning, engineering, or design work contemplates application for a future BRIC program project, the Build America Buy America Act (BABAA) will apply to any subsequent construction of a phased project or will be a requirement for any future BRIC program construction infrastructure project. All planning, engineering, and design work should account for the subsequent BABAA requirement in any planning, engineering, or design work as it applies to the particular project.

**The RECIPIENT/SUBGRANTEE shall utilize the designated submission platform to obtain reimbursement funds under this Agreement.** RECIPIENT/SUBGRANTEE shall not receive funds under this Agreement if it does not submit the appropriate documentation. To receive funds under this Agreement, RECIPIENT/SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management BRIC Program Project Manager. As per Paragraph 12(c) of this Agreement, if RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE immediately and update the Designated Agent Form to continue receiving reimbursements.

**To receive reimbursement funding under this Agreement, the Designated Agent shall sign and submit the appropriate documentation and forms in the designated submission platform.** RECIPIENT/SUBGRANTEE shall complete



(5) **PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

This Agreement becomes effective upon execution of the signatures of all parties. The date of execution shall be the date of the last signature. This Agreement shall terminate 120 days after the expiration of the Period of Performance or unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (11), (13) or (17) of this Agreement. The Period of Performance (POP) expires on **January 31, 2027**. The POP may be extended beyond the original date by extensions that the State may request, and FEMA may grant. If the City believes it will require a POP extension, the City is required to submit a POP-extension request to the State at least 120 days before the expiration of the POP.

**All work must be completed by the POP date. Project costs and management costs incurred after the Period of Performance are not eligible for reimbursement.** If the initial POP is extended, the State will notify the City of such an extension prior to the expiration of the POP and will seek a Modification per Section 6 of this Agreement. If the original POP is not extended, the State will notify the City of the expiration of the POP. In the event the POP is not extended, the City will be required to submit all documents necessary for closeout contemplated under this Agreement within 30 days of the expiration of the POP.

(6) **MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(7) **RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT**

- (a) If applicable, RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", Subpart B "General Provisions."
- (b) If applicable, all financial and programmatic records, supporting documents statistical records and other records of RECIPIENT/SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200 and 9 NCAC Part 3M. All original records pertinent to this Agreement shall be retained by the RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report, whichever is later, with the following exception:

### **Non-Federal Share.**

RECIPIENT/SUBGRANTEE shall provide a business plan to AGENCY/SUBGRANTEE regarding the method of procurement of contractors and subcontractors to implement the project in the approved application in accordance with 2 C.F.R. Part 200 and other applicable federal, state, and local requirements. RECIPIENT/SUBGRANTEE shall submit a copy of its Procurement Letter to AGENCY/GRANTEE that identifies the method of procurement and procurement policies and procedures for the procurement of its contractors.

RECIPIENT/SUBGRANTEE shall provide AGENCY/GRANTEE copies of RECIPIENT's procurement document (Invitation For Bids, Request For Proposal, etc.), advertisement of the procurement, responses received, selected or awarded bid or contractor, and contracts.

**RECIPIENT/SUBGRANTEE's Project Management Schedule and its Budget are due to AGENCY/GRANTEE forty-five (45) days from the date of execution of the grant agreement.** The Project Management Schedule, Budget, Progress Reports, and other reports shall indicate the status and completion date for each project funded, any problems or circumstances affecting completion dates, or the scope of work, or the project costs, and any other factors reasonably anticipated to result in noncompliance with the terms of the grant award. Interim inspections shall be scheduled by the RECIPIENT/SUBGRANTEE prior to the final inspection and may be requested by the AGENCY/GRANTEE based on information supplied in the progress reports.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports or documentation requested by the AGENCY/GRANTEE. The AGENCY/ GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

- (b) RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE with a closeout report on forms provided by the AGENCY/GRANTEE. The closeout report, all outstanding reimbursements requests, and all other financial, performance, and other reports as required by the terms and conditions of the Federal award and this Agreement are due no later thirty (30) days after termination of this Agreement or upon completion of the activities contained in this Agreement or upon the expiration of the Period of Performance, whichever is earlier.



For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.

- (c) RECIPIENT/SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

**(11) DEFAULT: REMEDIES: TERMINATION**

- a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
  - 1. If any warranty or representation made by the RECIPIENT/SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
  - 2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;
  - 3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with

subject to disclosure under N.C. General Statutes.

- (d) Termination for Convenience: If this contract contemplates deliveries or performance over a period of time, the AGENCY/GRANTEE may terminate this Agreement at any time by providing fifteen (15) days' notice in writing from the AGENCY/GRANTEE to the RECIPIENT/SUBGRANTEE. In that event, any or all finished or unfinished deliverables prepared by the RECIPIENT/SUBGRANTEE or its contractors or subcontractors under this Agreement shall, at the option of the AGENCY/GRANTEE, become its property. If the Agreement is terminated by the AGENCY/GRANTEE as provided in this section, the AGENCY/GRANTEE shall reimburse for those eligible items for which such option is exercised, less any payment or compensation previously made.
- (e) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (f) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (g) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

**(12) NOTICE AND CONTACT**

- (a) All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the representative or designated agent(s) identified below and said notification attached to the original of this Agreement. If the RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE immediately and update the Designated Agent Form to continue receiving reimbursements.
- (b) The name and address of the AGENCY/GRANTEE contract manager for this Agreement is:



filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

- (c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/GRANTEE for any further or subsequent default by the RECIPIENT/SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/GRANTEE under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- (d) All National Flood Insurance Program documentation and repetitive loss information will bear the notice:

**“The information contained in this document is legally privileged and confidential. Its use is protected under the Privacy Act of 1974, 5 U.S.C. § 552(a). Use of this information should be restricted to applicable routine use cited in the systems notice published in 56 FR 26415.”**

**(14) AUDIT REQUIREMENTS**

- (a) If applicable, RECIPIENT/SUBGRANTEE shall provide the following completed documentation to the AGENCY/GRANTEE:
- Subrecipient Authorized Representative;
  - State-Applicant Disaster Assistance Agreement;
  - Private Non-Profit Organization Certification (if required);
  - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
  - Monthly Progress Reports;
  - Hard copies of Single Audit Reports within 60 days of close of fiscal year.

If the RECIPIENT/SUBGRANTEE fails to provide any of the documentation discussed or requested in this Agreement, the AGENCY/GRANTEE will be under no obligation to reimburse the RECIPIENT/SUBGRANTEE for eligible expenses.

applicable FEMA BRIC Notice of Funding Opportunity (NOFO), whichever is longer. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

**(15) SUBCONTRACTS**

- (a) If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/ SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.
- (b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/ GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/ GRANTEE within ten (10) days of execution of said subcontract.
- (d) If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (e) Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

**(16) TERMS AND CONDITIONS**

This Agreement and any exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

**(17) STANDARD CONDITIONS**

The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions:



(19) **FUNDING/CONSIDERATION**

All funds shall be requested through the appropriate forms and designated submission platform that are provided by the AGENCY/GRANTEE.

(20) **LOBBYING PROHIBITION**

No funds or other resources received from the State in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. The RECIPIENT/SUBGRANTEE shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, the RECIPIENT/SUBGRANTEE must sign and submit to the State the Certification Regarding Lobbying, attached as **Attachment C**, and incorporated by reference herein. Refer to Attachment C for additional terms and provisions relating to lobbying.

(21) **LEGAL AUTHORIZATION**

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement. Pursuant to the North Carolina Emergency Management Act, N.C.G.S. §166A-19.41(b)(2)a.3.; §203 and §322, 42 U.S.C. 5133 and 5165, respectively, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq., *as amended*, the Disaster Mitigation Act of 2000, 42 U.S.C. 5131 et. seq.; The Disaster Recovery Reform Act of 2018, et seq.; the National Flood Insurance Program, 42 U.S.C. 4011 et. seq.; 44 C.F.R. Parts 201 and 206; communities are eligible to apply for Building Resilient Infrastructure and Communities Grant Program (BRIC). Communities on probation or suspended under 44 C.F.R. Part 60 of the NFIP are not eligible.

(22) **ASSURANCES**

The RECIPIENT/SUBGRANTEE shall execute and comply with the Statement of Assurances incorporated as Attachment D and any additional assurances included as part of the FEMA GO Subapplication which is incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the \_\_\_\_\_.

CONTRACTING AGENCY  
DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF PUBLIC SAFETY

WITNESS:  
\_\_\_\_\_

BY: \_\_\_\_\_  
WILLIAM C. RAY  
DIRECTOR & DEPUTY HOMELAND SECURITY  
ADVISOR  
DIVISION OF EMERGENCY MANAGEMENT  
DATE \_\_\_\_\_

WITNESS:  
\_\_\_\_\_

BY: \_\_\_\_\_  
CASANDRA S. HOEKSTRA  
CHIEF DEPUTY SECRETARY ADMINISTRATION  
DEPARTMENT OF PUBLIC SAFETY  
DATE \_\_\_\_\_

WITNESS:  
\_\_\_\_\_

BY: \_\_\_\_\_  
BILLY R. GODWIN  
ASSISTANT CITY MANAGER  
CITY OF DUNN  
FEDERAL EMPLOYER I.D. # 56-6001214  
DATE \_\_\_\_\_

APPROVED AS TO PROCEDURES:

BY: \_\_\_\_\_  
SHARON MARSALIS Ph.D., BUDGET DIRECTOR  
DEPARTMENT OF PUBLIC SAFETY  
DATE \_\_\_\_\_

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY ADMINISTRATION OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: \_\_\_\_\_  
DEPUTY GENERAL COUNSEL



### Scope of Work Summary

The City of Dunn will utilize project funds to complete the design and engineering required to move forward to Phase 2. No construction activities have been approved for this project. This project will be delivered in accordance with the Scope of Work, Budget, and Schedule outlined in the BRIC2022 Subapplication (EMA-2022-BR-0001-0045) titled "City of Dunn Raw Water Electrical Relocation & 24" Line Replacement" in FEMA GO. This Subapplication is incorporated into this Agreement by reference.

<b>Approved Phase 1 Budget Item</b>	<b>Amount</b>
Construction Admin & Closeout	\$211,500.00
Engineering	\$888,300.00
Sub-Recipient Management Cost	\$54,990.00
<b>Total</b>	<b>\$1,154,790.00</b>

The City of Dunn will utilize Phase 1 funds to complete the design and engineering required to move forward with Phase 2. The approved scope of work is for **Phase 1 only**, which includes surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase 2 approval. No construction activities for this project have been approved.

<b>Phase</b>	<b>Federal Share (Project Costs)</b>	<b>SRMC (Federal Share)</b>	<b>Total Fed Share (Project and SRMC)</b>	<b>Non-federal Share</b>	<b>Total Project Cost (Project + SRMC)</b>	<b>Status</b>
1	\$769,860.00	\$54,990.00	\$824,850.00	\$329,940.00	\$1,154,790.00	<b>Approved</b>
2	\$5,239,850.00	\$374,275.00	\$5,614,125.00	\$2,245,650.00	\$7,859,775.00	Pending Approval

The sub-applicant must submit the Phase 1 deliverables below for FEMA's review and approval. Once all Phase 1 deliverables are received, reviewed, and approved by FEMA, eligible Phase 2 costs will be amended onto the subgrant. Starting any Phase 2 work, or any other ground disturbing activities or construction, without FEMA's written approval could jeopardize the project funding.

#### **Phase 1 Deliverables:**

In addition to a complete, detailed scope of work, updated budget, and updated milestones, Phase 1 deliverables should include the below:

- Engineering calculation, drawings/design, design reports to include at a minimum:
  - Confirm that the technical solution solves the problem to the level of protection.
  - A narrative clearly identifying the proposed mitigation action and structures to be mitigated, describing the proposed activities, and a clear explanation of how the project will mitigate risk.

**B-1**

**ATTACHMENT B**

**PROGRAM STATUTES AND REGULATIONS**

The North Carolina Division of Emergency Management as administrators of this Building Resilient Infrastructure and Communities Grant are governed by the following statutes, regulations, procedures, and policies:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et. seq.;
- (2) 44 C.F.R. Parts 7, 9, 18, 25, 60, 201, 206, 44 C.F.R. Part 209, 2 CFR Part 180, 2 C.F.R. Part 200, and any other applicable FEMA policy memoranda and guidance documents;
- (3) Chapter 166A of the N.C. General Statutes, N.C.G.S. § 166A-19 et. seq., “The N.C. Emergency Management Act”;
- (4) State of North Carolina Administrative Plan and policies and procedures of the N.C. Division of Emergency Management;
- (5) The applicable Department of Homeland Security, Federal Emergency Management Agency Notice of Funding Opportunity (NOFO) for BRIC;
- (6) All applicable laws and regulations delineated in Attachments D&E of this Agreement;
- (7) All applicable laws, ordinances, codes, rules, regulations, licensing requirements, and other regulatory matters that are applicable to the work performance under this Agreement, including those of federal, state and local agencies having appropriate jurisdiction.



**Build America, Buy America Act Self-Certification for Contracts and Subcontracts**

For FEMA financial assistance programs subject to Build America, Buy America Act (BABAA), contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

The undersigned certifies, to the best of their knowledge and belief, that:

BABAA requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the \_\_\_\_\_ (Project Name and Location) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], Name/Title \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

\_\_\_\_\_  
Signature of [Contractor’s or Subcontractor’s] Authorized Official

\_\_\_\_\_  
Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

\_\_\_\_\_  
Date

(e) *Where applicable, it will comply with:*

(1) **Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq. – In accordance with 29 CFR 5.5(b)(1)-(4):**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.



subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**Federal Water Pollution Control Act.** The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the RECIPIENT/SUBGRANTEE and understands and agrees that the RECIPIENT/SUBGRANTEE will, in turn, report each violation as required to assure notification to the AGENCY/GRANTEE, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

- (7) **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by RECIPIENT/SUBGRANTEE. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to RECIPIENT/SUBGRANTEE, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- (f) ***During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees it will comply with:***

(1) The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual 7 See 2 C.F.R. Part 200, Appendix II, § C. Contract Provisions Guide 11

investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The RECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The RECIPIENT/SUBGRANTEE further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that if the RECIPIENT/SUBGRANTEE so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The RECIPIENT/SUBGRANTEE agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the



- (4) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
- (g) The RECIPIENT/SUBGRANTEE agrees to comply with **Titles I, II, III, IV and V of the Americans With Disabilities Act of 1990** (prohibiting discrimination on the basis of disability).
- (h) **The Copeland "Anti-Kickback" Act.** Contractor. RECIPIENT/SUBGRANTEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

*Subcontracts.* The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

*Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

- (i) It will comply with the provision of the Hatch Act, as amended, 5 U.S.C. 1501 et. seq. and 7324 et. seq. which limits the political activity of employees.
- (j) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-156, 87 Section 975, approved December 31, 1973, as amended, 42 U.S.C. 40001 et. seq. Further, Section 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. See also 2 C.F.R. 200.323.

**(u) Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

**(b) Prohibitions.**

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or



about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

- (v) **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- (w) The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The RECIPIENT/SUBGRANTEE shall include this provision in any subcontracts.

- (x) RECIPIENT/SUBGRANTEE certifies that it:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and
- (2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

- (ee) **Program Fraud and False or Fraudulent Statements or Related Acts.** RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
- (ff) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.



**Meeting Date: November 12, 2024**

<b>SUBJECT TITLE</b>	Consideration of the acceptance of a Small Rural Tribal Micro-Grant for Body-Worn Cameras
<b>PRESENTER/DEPARTMENT</b>	Chief Cary A. Jackson
<b>ATTACHMENT(S)</b>	None
<b>PUBLIC HEARING PUBLISH DATES</b>	N/A

**PURPOSE:**

To authorize the Police Department to accept funding from the Small Rural Tribal Body-Worn Camera Micro-Grant Program.

**BACKGROUND:**

The Police Department currently requires the use of body-worn cameras by all officers as mandated by departmental policy. This policy follows State and National standards that align with those required by our CALEA accreditation. Body-worn cameras are a critical tool for gathering evidence, providing transparency, and ensuring accountability.

The current WatchGuard body camera system was purchased in 2018 and includes a server for video storage and both body-worn and in-car video systems. The current cameras have offered reliable service; however, many of the devices have become non-operational or damaged, requiring replacement. At the end of 2022, the WatchGuard company was acquired by Motorola and currently only offers refurbished cameras as replacements for non-operational cameras. The department has replaced seven cameras since January 2024 at a cost of \$3,500.00 for the refurbished replacements. Therefore, it is necessary for the department to upgrade devices to continue to comply with departmental policies and national standards. This will help our agency maintain the high level of integrity and accountability.

**BUDGET IMPACT:**

The award is a matching grant up to \$16,338.00.

**RECOMMENDED  
MOTION/ACTION  
REQUESTED OF  
COUNCIL**

Motion to authorize the Police Department to accept funding from the Small Rural Tribal Body-Worn Camera Micro-Grant Program.

**Meeting Date: November 12, 2024**

<b>SUBJECT TITLE</b>	Consideration of Tentative Bid Award for Effluent Line & Pump Station Bids
<b>PRESENTER/DEPARTMENT</b>	City Manager, Steven Neuschafer
<b>ATTACHMENT(S)</b>	Yes - Resolution and Capital project ordinance
<b>PUBLIC HEARING PUBLISH DATES</b>	

**PURPOSE:** To tentatively award the **Black River Wastewater Treatment Plant Effluent Project**.

**BACKGROUND:** There are two contracts associated with the project:

Contract 1; is the piping contract which is the pipeline that conveys the treated water back to the Cape Fear River.

Contract 2; is for a new electrical building and refurbishment of existing effluent pumps.

Bids were received by the City of Dunn on September 19, 2024 for the above referenced Effluent Conveyance Contract 1 and Contract 2 projects. A total of four (4) bids were submitted for Contract 1 (Effluent Forcemain), which included both a Base Bid and an Alternate Bid. A total of three (3) bids were received for Contract 2 (Effluent PS).

The City has chosen to award Contract 1 based upon the bid alternate to include over 4,800 feet of directional boring.

The tentative award is to allow for the State of North Carolina Department of Environmental Quality to concur with the bidding process, associated approvals and funding allocation of the project.

**BUDGET IMPACT:**

The award is a portion of the total project budget, see attachments for the project ordinance breakdown, the total project cost is budgeted at \$17,664,715 funded by ARPA and State funding.

**RECOMMENDED  
MOTION/ACTION  
REQUESTED OF  
COUNCIL**

Motion to tentatively award **Contract 1** to Park Construction of N.C. of Morrisville, NC for the Effluent Forcemain in the amount of \$12,695,775 and **Contract 2** to J. Cumby Construction of Cookeville, TN for the Effluent Pump Station in the amount of \$2,283,000, and approve the related Capital Project Ordinance Amendment.



## **RESOLUTION OF TENTATIVE AWARD**

**WHEREAS**, the City of Dunn, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the Effluent Conveyance Improvements for Contract 1 & Contract 2 American Rescue Plan-Earmark Project No. SRP-W-ARP-0288, and

**WHEREAS** Davis-Martin-Powell & Associates (Consulting Engineers) have reviewed the bids; and

**WHEREAS**, Park Construction of N.C. was the lowest bidder for the Effluent Conveyance Contract 1 – Effluent Forcemain (SRP-W-ARP-0288), in the total bid amount of \$12,695,775, and

**WHEREAS**, J. Cumby Construction was the lowest bidder for the Effluent Conveyance Contract 2 – Effluent Pump Station (SRP-W-ARP-0288), in the total bid amount of \$2,283,000 and

**WHEREAS**, the Consulting Engineers recommend **TENTATIVE AWARDS** to the lowest bidders.

**NOW, THEREFORE, BE IT RESOLVED that TENTATIVE AWARDS** are made to the lowest bidders in the Total Bid Amount of \$14,978,775

**BE IT FURTHER RESOLVED that such TENTATIVE AWARDS** be contingent upon the approval of the North Carolina Department of Environmental Quality.

Upon motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above **RESOLUTION** was unanimously adopted.

*This the 12<sup>th</sup> day of November, 2024.*

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

**Attest:**

\_\_\_\_\_  
Melissa R. Matti  
City Clerk



**Capital Project Ordinance Amendment  
Black River Wastewater Treatment Plant Effluent Project**

**WHEREAS**, the City Council for the City of Dunn, on June 8, 2021, adopted the annual budget ordinance number O2021-11 for the fiscal year beginning July 1, 2021; and,

**WHEREAS**, the City Council, on June 8, 2021, adopted the capital improvements plan for fiscal year 2021-22; and,

**WHEREAS**, on March 8, 2022, the City Council amended the capital improvements plan by approving a capital project ordinance number O2022-04 approving the Black River Wastewater Treatment Plant (WWTP) Effluent Project with a budget of \$16,100,000; and,

**WHEREAS**, it is necessary and appropriate to amend this capital project ordinance to increase the project's budget by \$1,564,715 to provide adequate funding to complete the project; and,

**NOW THEREFORE**, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNN, NC, PURSUANT TO SECTION 13.2 OF CHAPTER 159 OF THE GENERAL STATUTES OF NORTH CAROLINA, THAT:

Section 1: Expenditures necessary for the Black River WWTP Effluent Project are authorized to be undertaken until all project activity is completed, and is adopted as follows:

Section 2. The amount of funding appropriated, and amounts budgeted for all project expenditures shall be amended and approved as follows:

<b><u>Funding Appropriations</u></b>	<b>Previous Budget</b>	<b>Budget Amendments</b>	<b>Revised Budget</b>
SRFR-ARPA Grant Funds	\$ 15,350,000		\$ 15,350,000
State Appropriations Funding		\$ 1,564,715	\$ 1,564,715
Sewer Fund Reserves	\$ 750,000	\$ (750,000)	\$ -
ARPA Program Income		\$ 750,000	\$ 750,000
Total Funding	<u>\$ 16,100,000</u>	<u>\$ 1,564,715</u>	<u>\$ 17,664,715</u>
<b><u>Expenditures:</u></b>			
Administration	\$ 65,000	\$ (64,000)	\$ 1,000
Easements		\$ 251,000	\$ 251,000
Engineering	\$ 1,515,000	\$ 170,000	\$ 1,685,000
Construction - Piping	\$ 12,520,000	\$ 175,775	\$ 12,695,775
Construction - Pump Station	\$ 2,000,000	\$ 283,000	\$ 2,283,000
Contingency		\$ 748,940	\$ 748,940
Total Expenditures	<u>\$ 16,100,000</u>	<u>\$ 1,564,715</u>	<u>\$ 17,664,715</u>





Section 3: The Finance Director is directed to report periodically on the financial status of each project element in Section 2 and on the total revenues received or claimed.

Section 4: Funds may be advanced from the General Fund and/or Water and Sewer Fund for the purpose of making payments as due. Reimbursement requests should be made to the Federal or State grantor agency in an orderly and timely manner. Compliance with all federal and state procurement regulations is required.

Section 5: Within five (5) days after this ordinance is adopted, the City Clerk shall file a copy of this ordinance with the Finance Director.

Section 6: This capital project ordinance shall be effective immediately.

Duly adopted this 12th day of November 2024.

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

Attest:

\_\_\_\_\_  
Melissa R. Matti  
City Clerk

October 2, 2024

Re: City of Dunn, NC  
Effluent Conveyance Improvements  
Contract 1 & Contract 2  
American Rescue Plan-Earmark  
Project No. SRP-W-ARP-0288  
DMP Project 220010 (AL)

Jeremy Martin, Project Manager  
City of Dunn  
PO Box 1065  
Dunn, NC 28335

Dear Jeremy:

Bids were received by the City of Dunn on September 19, 2024 for the above referenced Effluent Conveyance Contract 1 and Contract 2 projects. A total of four (4) bids were submitted for Contract 1 (Effluent Forcemain), which included both a Base Bid and an Alternate Bid. A total of three (3) bids were received for Contract 2 (Effluent PS). Both Bids are summarized below:

<b>Effluent Conveyance Contract 1 – Effluent Forcemain</b>		
<b>Contractor</b>	<b>Total of Unit Priced Bids (Base Bid)</b>	<b>Total of Unit Priced Bids (Alt Bid)</b>
Park Construction of N.C. Morrisville, NC	\$9,118,998	\$12,695,775
Teraflex Group, LLC Waynesville, NC	\$9,854,400	\$12,966,425
Moffat Pipe, Inc. Wake Forest, NC	\$12,651,940	\$13,611,045
JF Wilkerson Contracting Morrisville, NC	\$15,911,000	\$18,917,000

<b>Effluent Conveyance Contract 2 – Effluent Pump Station</b>	
<b>Contractor</b>	<b>Total of Unit Priced Bids</b>
J. Cumby Construction Cookeville, TN	\$2,283,000
Laughlin Sutton Construction Co. Browns Summit, NC	\$2,419,000
State Utility Contractors Monroe, NC	\$2,585,000

Our certified bid tabulation sheets are attached as well for your reference.



The Low Bidder for Contract 1, Park Construction is a licensed general contractor who has successfully completed similar projects across the State. Per DMP's request, Park Construction has completed a Qualifications Statement including a list of references to provide additional information on their experience.

The Low Bidder for Contract 2, J. Cumby Construction, is also a licensed general contractor who has completed projects for other municipalities in North Carolina. Per DMP's request, J. Cumby has completed a Qualifications Statement including a list of references to provide additional information on their experience.

We recommend the City of Dunn tentatively award, pending approval from the Division of Water Infrastructure, the contract for Dunn Effluence Conveyance American Rescue Plan -Earmark Project No. SRP-W-ARP-0288 Contract 1 to Park Construction of NC. Prior to the State issuing the Authority to Award, the City will need to determine whether to proceed with either the Base Bid or the Alternate Bid.

We recommend that the City of Dunn tentatively award, pending approval from the Division of Water Infrastructure, the contract for Dunn Effluence Conveyance American Rescue Plan -Earmark Project No. SRP-W-ARP-0288 Contract 2 to J. Cumby Construction for their respective low bid

We have appreciated the opportunity to assist the City of Dunn on this project and we look forward to the successful implementation for these improvements. If you have any questions, please give me a call.

Sincerely,

**DAVIS • MARTIN • POWELL & ASSOCIATES**



Michael Goliber, PE

MG/dd

c: File

BID TABULATION

ITEM	DESCRIPTION	QUANTITY	UNIT	Park Construction of NC PO Box 500 Morrisville, NC 27560		Teraflex Group, LLC 217 Branner Avenue Waynesville, NC 28786		Moffat Pipe, Inc. 701 Finger Lakes Drive Wake Forest, NC 27587		JF Wilkerson Contracting 10710 Chapel Hill Road Morrisville, NC 27560	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>PART A - BASE BID</b>											
1	Mobilization	1	LS	\$273,000.00	\$273,000.00	\$285,000.00	\$285,000.00	\$379,000.00	\$379,000.00	\$474,815.00	\$474,815.00
2	30" Forcemain, open cut, DIP, PVC or FRP	10,435	LF	\$238.40	\$2,487,704.00	\$290.00	\$3,026,150.00	\$334.00	\$3,485,290.00	\$714.00	\$7,450,590.00
3	30" Forcemain, open cut RJ DIP	1,250	LF	\$395.00	\$493,750.00	\$610.00	\$762,500.00	\$725.00	\$906,250.00	\$930.00	\$1,162,500.00
4	30" Forcemain, HDD	2,835	LF	\$934.80	\$2,649,591.00	\$950.00	\$2,693,250.00	\$1,060.00	\$3,005,100.00	\$977.00	\$2,769,795.00
5	Misc. Fittings	63,000	Lbs	\$5.97	\$376,110.00	\$6.00	\$378,000.00	\$16.00	\$1,008,000.00	\$8.00	\$504,000.00
6	Ditch Stabilization Stone	16,000	Tons	\$41.20	\$659,200.00	\$39.00	\$624,000.00	\$60.00	\$960,000.00	\$61.00	\$976,000.00
7	42" Encasement Pipe, Bore and Jack	70	LF	\$2,137.00	\$149,590.00	\$1,500.00	\$105,000.00	\$1,800.00	\$126,000.00	\$3,200.00	\$224,000.00
8	CAVV in Manhole	5	Ea	\$25,250.00	\$126,250.00	\$57,000.00	\$285,000.00	\$46,600.00	\$233,000.00	\$36,000.00	\$180,000.00
9	30" Gate Valve and Box	7	Ea	\$54,559.00	\$381,913.00	\$63,000.00	\$441,000.00	\$73,800.00	\$516,600.00	\$58,000.00	\$406,000.00
10	Asphalt Patch for Cart Paths 59.5B	100	Tons	\$44.00	\$4,400.00	\$260.00	\$26,000.00	\$300.00	\$30,000.00	\$390.00	\$39,000.00
11	Sod Fairways	6,000	SY	\$22.00	\$132,000.00	\$7.00	\$42,000.00	\$16.00	\$96,000.00	\$2.50	\$15,000.00
12	CABC Driveway Stone	1,000	Tons	\$42.00	\$42,000.00	\$45.00	\$45,000.00	\$54.00	\$54,000.00	\$45.00	\$45,000.00
13	Silt Fence	20,000	LF	\$4.60	\$92,000.00	\$4.00	\$80,000.00	\$4.00	\$80,000.00	\$3.25	\$65,000.00
14	Stone Outlets	200	Ea	\$134.50	\$26,900.00	\$250.00	\$50,000.00	\$250.00	\$50,000.00	\$125.00	\$25,000.00
15	Temporary Construction Entrance	3	Ea	\$3,554.00	\$10,662.00	\$5,900.00	\$17,700.00	\$5,500.00	\$16,500.00	\$4,600.00	\$13,800.00
16	Donut Inlet Protection	2	Ea	\$604.00	\$1,208.00	\$3,200.00	\$6,400.00	\$200.00	\$400.00	\$750.00	\$1,500.00
17	25' Waddles	60	Ea	\$229.00	\$13,740.00	\$610.00	\$36,600.00	\$600.00	\$36,000.00	\$250.00	\$15,000.00
18	Erosion Control Matting	1,000	SY	\$6.00	\$6,000.00	\$8.00	\$8,000.00	\$6.00	\$6,000.00	\$3.00	\$3,000.00
19	Remove Ex. CAVV and Abandon CAVV Manhole	2	Ea	\$2,408.00	\$4,816.00	\$3,500.00	\$7,000.00	\$3,900.00	\$7,800.00	\$2,500.00	\$5,000.00
20	Removing Ex. Aerial 20" Forcemain	1	LS	\$4,752.00	\$4,752.00	\$102,000.00	\$102,000.00	\$72,000.00	\$72,000.00	\$70,000.00	\$70,000.00
21	Undercut	4,000	CY	\$96.10	\$384,400.00	\$20.00	\$80,000.00	\$66.00	\$264,000.00	\$100.00	\$400,000.00
22	Borrow	2,000	CY	\$31.00	\$62,000.00	\$20.00	\$40,000.00	\$26.00	\$52,000.00	\$58.00	\$116,000.00
23	Class 2 Rip Rap 30" Deep	2,000	SY	\$112.50	\$225,000.00	\$83.00	\$166,000.00	\$96.00	\$192,000.00	\$150.00	\$300,000.00
24	Anti Seep Collar	2	Ea	\$3,617.00	\$7,234.00	\$6,400.00	\$12,800.00	\$14,500.00	\$29,000.00	\$3,000.00	\$6,000.00
25	Gravity Manhole	1	Ea	\$14,492.00	\$14,492.00	\$42,000.00	\$42,000.00	\$43,000.00	\$43,000.00	\$45,000.00	\$45,000.00
26	All Work on WWTP Site (STA-0+51 to 0+55)	1	LS	\$249,786.00	\$249,786.00	\$293,000.00	\$293,000.00	\$804,000.00	\$804,000.00	\$399,000.00	\$399,000.00
27	Allowance for Temp. Access Easement Installation & Restoration	2	Ea	\$100,000.00	\$200,000.00	\$100,000.00	\$200,000.00	\$100,000.00	\$200,000.00	\$100,000.00	\$200,000.00
<b>Total Part A Base Bid Amount</b>					<b>\$9,118,998.00</b>		<b>\$9,854,400.00</b>		<b>\$12,651,940.00</b>		<b>\$15,911,000.00</b>
<b>Equipment and Material Manufacturers</b>											
<b>SECTION</b>	<b>EQUIPMENT/MATERIALS</b>			<b>MANUFACTURER/SUBCONTRACTOR</b>	<b>MANUFACTURER/SUBCONTRACTOR</b>	<b>MANUFACTURER/SUBCONTRACTOR</b>	<b>MANUFACTURER/SUBCONTRACTOR</b>				
33 05 23.13	Guided Boring Subcontractor			Sandy's	Sandy's	SEGA	Sandy's				
40 05 23	Gate Valves			Mueller	AFC	American	AFC				
40 05 78.21	Combination Air Vacuum Valves			Vent-O-Mat	Vent-O-Mat	Vent-O-Mat	Vent-O-Mat				

Line A2 Material / Manufacturer

PVC / National Pipe

PVC / National Pipe

PVC / Diamond

PVC / National Pipe



BID TABULATION

			Park Construction of NC PO Box 500 Morrisville, NC 27560	Teraflex Group, LLC 217 Branner Avenue Waynesville, NC 28786	Moffat Pipe, Inc. 701 Finger Lakes Drive Wake Forest, NC 27587	JF Wilkerson Contracting 10710 Chapel Hill Road Morrisville, NC 27560					
<b>PART B - ALTERNATE BID</b>											
1	Mobilitation	1	LS	\$306,000.00	\$306,000.00	\$310,000.00	\$310,000.00	\$405,000.00	\$405,000.00	\$566,225.00	\$566,225.00
2	30" Forcemain, open cut, DIP, PVC or FRP	8,420	LF	\$239.10	\$2,013,222.00	\$290.00	\$2,441,800.00	\$331.00	\$2,787,020.00	\$760.00	\$6,399,200.00
3	30 Forcemain, open cut RJ DIP	1,075	LF	\$396.00	\$425,700.00	\$590.00	\$634,250.00	\$721.00	\$775,075.00	\$947.00	\$1,018,025.00
4	30" Forcemain, HDD	4,865	LF	\$1,439.00	\$7,000,735.00	\$1,375.00	\$6,689,375.00	\$1,050.00	\$5,108,250.00	\$1,450.00	\$7,054,250.00
5	Misc. Fittings	52,500	Lbs	\$5.97	\$313,425.00	\$6.00	\$315,000.00	\$16.00	\$840,000.00	\$8.00	\$420,000.00
6	Ditch Stabilization Stone	16,000	Tons	\$41.20	\$659,200.00	\$39.00	\$624,000.00	\$60.00	\$960,000.00	\$61.00	\$976,000.00
7	42" Encasement Pipe, Bore and Jack	70	LF	\$2,137.00	\$149,590.00	\$1,500.00	\$105,000.00	\$1,800.00	\$126,000.00	\$3,200.00	\$224,000.00
8	CAVV in Manhole	4	Ea	\$25,250.00	\$101,000.00	\$57,000.00	\$228,000.00	\$46,600.00	\$186,400.00	\$36,000.00	\$144,000.00
9	Gravity Manhole	1	Ea	\$14,492.00	\$14,492.00	\$42,000.00	\$42,000.00	\$43,000.00	\$43,000.00	\$45,000.00	\$45,000.00
10	30" Gate Valve and Box	7	Ea	\$54,559.00	\$381,913.00	\$63,000.00	\$441,000.00	\$73,800.00	\$516,600.00	\$58,000.00	\$406,000.00
11	CABC Driveway Stone	1,000	Tons	\$42.00	\$42,000.00	\$45.00	\$45,000.00	\$54.00	\$54,000.00	\$45.00	\$45,000.00
12	Silt Fence	20,000	LF	\$4.60	\$92,000.00	\$4.00	\$80,000.00	\$4.00	\$80,000.00	\$3.25	\$65,000.00
13	Stone Outlets	200	Ea	\$134.50	\$26,900.00	\$250.00	\$50,000.00	\$250.00	\$50,000.00	\$125.00	\$25,000.00
14	Temporary Construction Entrance	3	Ea	\$3,554.00	\$10,662.00	\$5,800.00	\$17,400.00	\$5,500.00	\$16,500.00	\$4,600.00	\$13,800.00
15	Donut Inlet Protection	2	Ea	\$604.00	\$1,208.00	\$3,200.00	\$6,400.00	\$200.00	\$400.00	\$750.00	\$1,500.00
16	25' Waddles	60	Ea	\$229.00	\$13,740.00	\$610.00	\$36,600.00	\$600.00	\$36,000.00	\$250.00	\$15,000.00
17	Erosion Control Matting	1,000	SY	\$6.00	\$6,000.00	\$8.00	\$8,000.00	\$6.00	\$6,000.00	\$3.00	\$3,000.00
18	Remove Ex. CAVV and Abandon CAVV Manhole	2	Ea	\$2,408.00	\$4,816.00	\$3,500.00	\$7,000.00	\$3,900.00	\$7,800.00	\$2,500.00	\$5,000.00
19	Removing Ex. Aerial 20" Forcemain	1	LS	\$4,752.00	\$4,752.00	\$101,000.00	\$101,000.00	\$72,000.00	\$72,000.00	\$70,000.00	\$70,000.00
20	Undercut	4,000	CY	\$96.10	\$384,400.00	\$20.00	\$80,000.00	\$66.00	\$264,000.00	\$100.00	\$400,000.00
21	Borrow	2,000	CY	\$31.00	\$62,000.00	\$20.00	\$40,000.00	\$26.00	\$52,000.00	\$58.00	\$116,000.00
22	Class 2 Rip Rap 30" Deep	2,000	SY	\$112.50	\$225,000.00	\$82.00	\$164,000.00	\$96.00	\$192,000.00	\$150.00	\$300,000.00
23	Anti Seep Collars	2	Ea	\$3,617.00	\$7,234.00	\$8,300.00	\$12,600.00	\$14,500.00	\$29,000.00	\$3,000.00	\$6,000.00
24	All Work on WWTP Site (STA -0+51 to 0+55)	1	LS	\$249,786.00	\$249,786.00	\$288,000.00	\$288,000.00	\$804,000.00	\$804,000.00	\$399,000.00	\$399,000.00
25	Allowance for Temp. Access Easement Installation & Restoration	2	Ea	\$100,000.00	\$200,000.00	\$100,000.00	\$200,000.00	\$100,000.00	\$200,000.00	\$100,000.00	\$200,000.00
<b>Total Part B Alternate Bid Amount</b>					<b>\$12,695,775.00</b>		<b>\$12,966,425.00</b>		<b>\$13,611,045.00</b>		<b>\$18,917,000.00</b>
<b>Equipment and Material Manufacturers</b>											
<b>SECTION</b>	<b>EQUIPMENT/MATERIALS</b>			<b>MANUFACTURER/SUBCONTRACTOR</b>	<b>MANUFACTURER/SUBCONTRACTOR</b>	<b>MANUFACTURER/SUBCONTRACTOR</b>	<b>MANUFACTURER/SUBCONTRACTOR</b>				
33 05 23.13	Guided Boring Subcontractor			Sandy's	Sandy's	SEGA	Sandy's				
40 05 23	Gate Valves			Mueller	AFC	American	AFC				
40 05 78.21	Combination Air Vacuum Valves			Vent-O-Mat	Vent-O-Mat	Vent-O-Mat	Vent-O-Mat				

Line B2 Material / Manufacturer

PVC / National Pipe

PVC / National Pipe

PVC / Diamond

PVC / National Pipe



THIS IS TO CERTIFY THAT THIS TABULATION IS CORRECT AND A TRUE AND ACCURATE COPY OF THE BIDS SUBMITTED, THIS THE 19th DAY OF SEPTEMBER 2024.

DAVIS • MARTIN • POWELL & ASSOCIATES, INC.

By: Michael P. Goliber  
 Michael Goliber, PE

**BID TABULATION**

		J. Cumby Construction 165 W. Broad Street Cookeville, TN 38501	Laughlin-Sutton Construction Co. 5855 Rudd Station Road Browns Summit, NC 27214	State Utility Contractors, Inc. PO Box 5019 Monroe, NC 28111
PART A - BASE BID		LUMP SUM AMOUNT	LUMP SUM AMOUNT	LUMP SUM AMOUNT
1	Lump Sum Base Bid for all work included, complete as indicated by the Contract Documents, but not including the base bid items listed below, shall be as follows:	\$311,000.00	\$936,500.00	\$1,900,000.00
2	<b>New Electrical Building and Gear</b> Construct the new Electrical Building including site work, structure, mechanical, electrical and other work associated to provide a functional effluent pumping system. This item shall also include demolition of existing electrical equipment and renovations to the existing Effluent Pump Station.	\$1,329,000.00	\$1,074,000.00	\$350,000.00
3	<b>Refurbishment of existing Effluent Pumps</b> Removal of three (3) existing vertical turbine pumps, testing of existing motors, modifications/replacement of existing valves as shown or specified, refurbishment of each pumping unit, reinstallation of pumps, and pump startup.	\$493,000.00	\$233,500.00	\$185,000.00
4	<b>Systems Integration Allowance</b> Integration of the new electrical and control gear into the existing WWTP SCADA System and work associated solely with these components.	\$150,000.00	\$175,000.00	\$150,000.00
<b>Total Base Bid (Items A1 to A4)</b>		<b>\$2,283,000.00</b>	<b>\$2,419,000.00</b>	<b>\$2,585,000.00</b>
PART B - BASE BID EQUIPMENT & MATERIAL MANUFACTURERS				
SPEC	EQUIPMENT/MATERIALS	MANUFACTURER / VENDOR	MANUFACTURER / VENDOR	MANUFACTURER / VENDOR
13 34 25	Precast Modular Building	Smith - Midland	Smith - Midland	Smith - Midland
26 05 00	Electrical Panelboard, Disconnects	Siemens	Siemens	Siemens
26 05 00	Automatic Transfer Switch	ASCO	ASCO	ASCO
26 35 26	Active Harmonic Filter	Danfoss	Danfoss	Danfoss
26 90 00	Variable Frequency Drives	Danfoss	Danfoss	Danfoss
43 21 13.07	Vertical Turbine Pump Rebuild	CRU/Vertiline	Liqua Flow Pumps	Charles R. Underwood

THIS IS TO CERTIFY THAT THIS TABULATION IS CORRECT AND A TRUE AND ACCURATE COPY OF THE BIDS SUBMITTED, THIS THE 19th DAY OF SEPTEMBER 2024.

DAVIS • MARTIN • POWELL & ASSOCIATES

By: 

Michael Golliber, PE



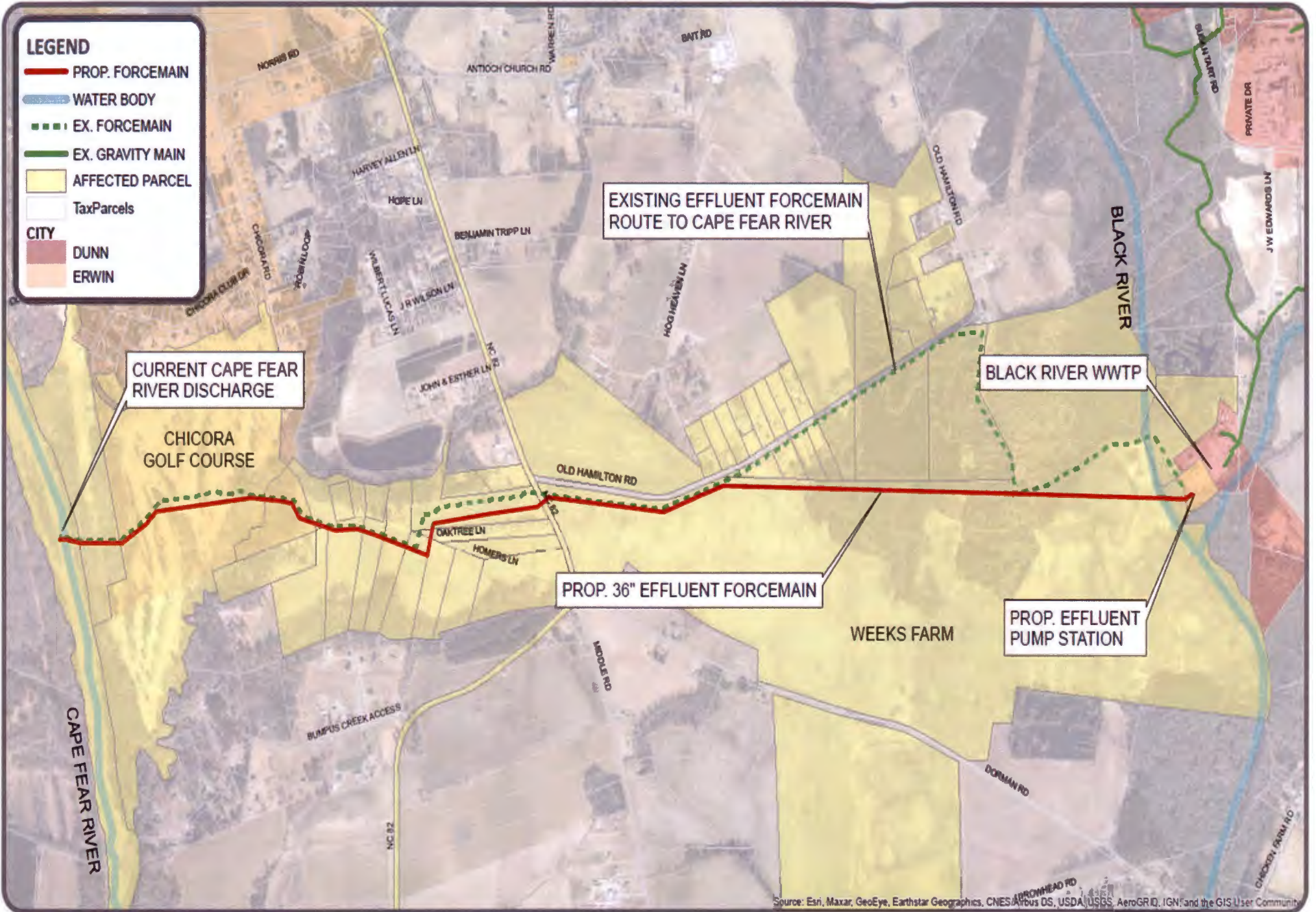


**LEGEND**

- PROP. FORCEMAIN
- WATER BODY
- - - EX. FORCEMAIN
- EX. GRAVITY MAIN
- AFFECTED PARCEL
- TaxParcels

**CITY**

- DUNN
- ERWIN



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

PROJECT:  
 DRAWN:  
 DATE: 11/17/2022  
 DOCUMENT PATH: P:\2021\210158\GIS\DUNN\_EFFLUENT\_PS&FM.mxd

1,000 500 0 1,000 Feet  
 1" = 1,000 feet

FOR ILLUSTRATIVE PURPOSES ONLY - NOT FOR CONSTRUCTION

**PROPOSED EFFLUENT PUMP STATION  
 & FORCEMAIN ROUTE  
 CITY OF DUNN, NC**

**DAVIS • MARTIN • POWELL**  
 ENGINEERS & SURVEYORS **dmp**

**Meeting Date: November 12, 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>	N/A

**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





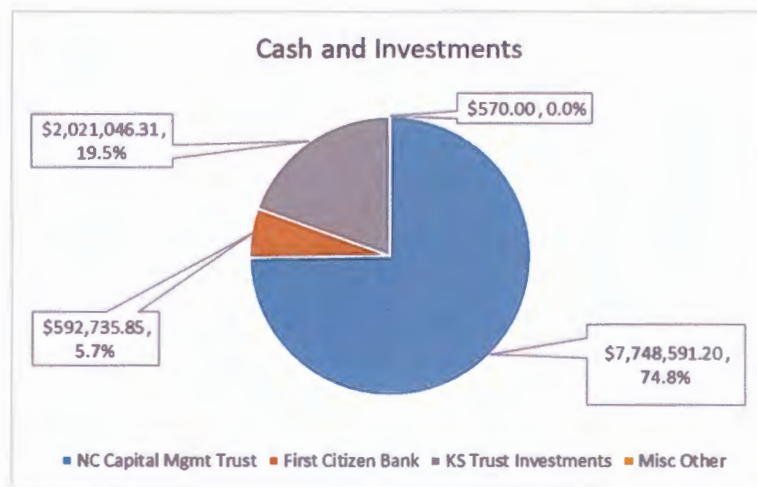
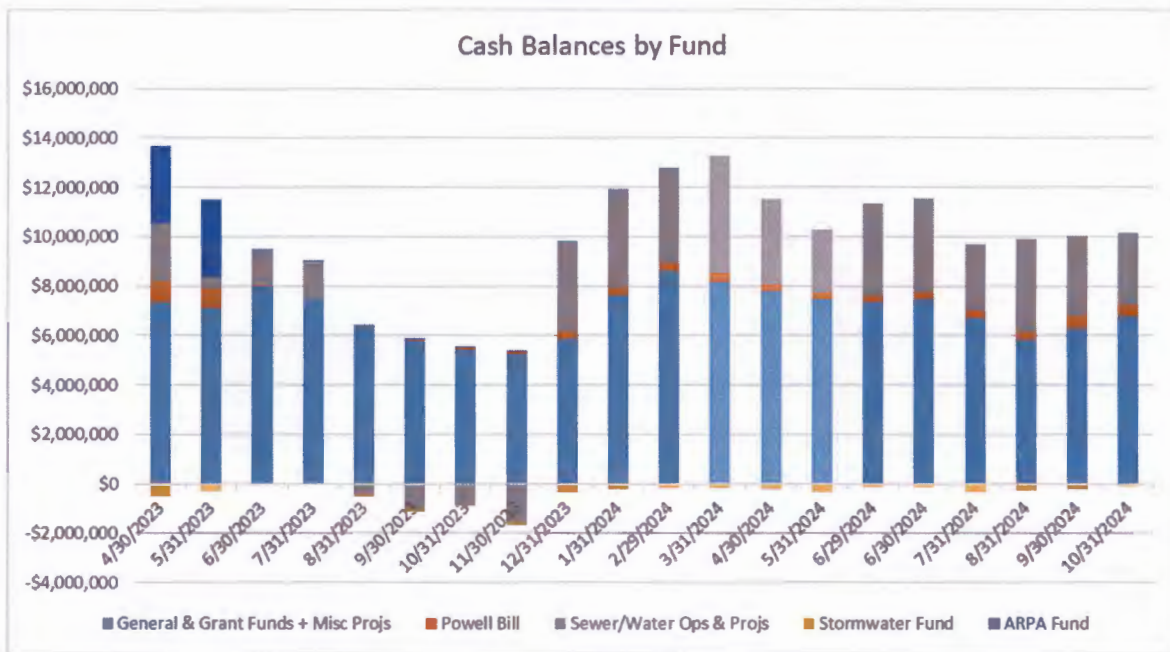
401 E Broad St • PO Box 1065 • Dunn, North Carolina 28335  
(910) 230-3500 • CityofDunn.org

**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

## MEMORANDUM

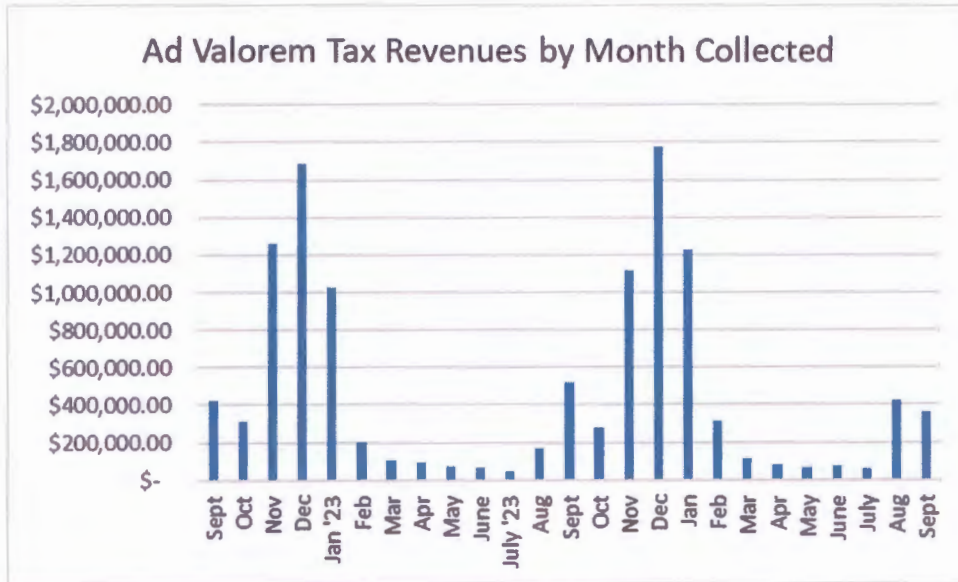
**To:** Honorable Mayor, City Council Members  
**From:** Cary McNallan, Finance Director  
**Subject:** October 2024 Financial Report (unaudited)  
**Date:** November 1, 2024

- **Cash & Investment Balances:** Cash and investment balances for all funds totaled \$10,362,943 as of October 31, 2024, compared to \$4,818,136 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 33.3% 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 September 2024 totaled \$361,221 compared to \$519,906 for September 2023. FY25 year to date property tax revenues received are \$844,987. 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 October were \$15,397. To date we have collected a total of \$43,421 or 27.1% of the budget. At the same time last year, our year-to-date revenue was \$72,098. 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.



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>	<p>Out for Bid – Fall '24</p> <p>Not Assigned</p>	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>	<p>In House Existing Personnel</p> <p>In Staff Activity Reports</p> <p>Complete</p>	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 restaurants (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>	<b>In Process</b>	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>	<b>Bid Awarded</b>	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	



# Goals and Objectives FY2024/2025

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><b>Find 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.  Phase II EPA Testing	Grant Application Summer 24  In process	Phase \$12M

## Building Permit Details or Summary with Owner

Date Range (Inclusive): Tue Oct 01 2024 to Thu Oct 31 2024

Date Applies To: Permit Issue Date

Work Class	Permit #	Address	PIN	Status	Contractor	Valuation	Fees Due	Fees Paid	Issued	RCOD	Owner
New Construction	BC-24-00478-Dunn	2520 W Cumberland St	1507-72-2820.000	I	7878	\$986,170	\$0.00	\$33,559.00	10/8/24	BC	Sorrell-Jackson LLC
Remodel	BC-24-00504-Dunn	1307 W Cumberland St	1516-29-3438.000	I	9860	\$178,000	\$0.00	\$1,610.00	10/11/24	350	Thomas Moore And Pamela Turner
Sub-Work New Const	BC-24-00505-Dunn	800 Tilghman Dr	1506-86-9966.000	I	8734	\$249,254	\$0.00	\$2,815.00	10/14/24	350	Harnett Health System
New Construction	BR-24-00498-Dunn	4212 N Ashe Ave	1507-94-0744.000	I	9853	\$183,262	\$0.00	\$0.00	10/9/24	101	Marie Skenandore
New Construction	BR-24-00501-Dunn	307 E Burke St	1516-97-5538.000	I	9856	\$140,000	\$0.00	\$571.00	10/9/24	101	The Come Up Group The Come Up Group
New Construction	BR-24-00512-Dunn	211 N Jackson St	1516-99-1163.000	I	Dunkin Deals LLC	\$300,000	\$0.00	\$671.00	10/21/24	103	Dunkin Deals LLC
New Construction	BR-24-00518-Dunn	610 W Divine St	1516-48-1044.000	I	9876	\$21,920	\$0.00	\$60.00	10/21/24	438	Chuck Turnage
Remodel	BR-24-00506-Dunn	611 W Pearsall St	1516-37-7598.000	I	9864	\$80,000	\$0.00	\$810.00	10/14/24	106	Jeffery Surles
Sub-Work New Const	BR-24-00494-Dunn	1706 Lakeshore Dr	1527-11-4473.000	I	9838	\$12,200	\$0.00	\$60.00	10/4/24	NONE	John A Wilkins
Demolition	DM-24-00492-Dunn	1404 S Elm Ave	1516-52-1332.000	C	8944	\$8,000	\$0.00	\$60.00	10/7/24	BC	Ruby Singleton
Demolition	DM-24-00496-Dunn	4212 N Ashe Ave	1507-94-0744.000	I	9853	\$10,000	\$0.00	\$60.00	10/9/24	645	Marie Skenandore
Demolition	DM-24-00508-Dunn	122 S Wilson Ave	1516-66-3919.000	I	9869	\$36,000	\$0.00	\$400.00	10/17/24	649	CAROLINA INVESTMENT PARTNERSHIP LLC
New Construction	EC-24-00514-Dunn	1560 George Perry Lee Rd	1537-17-7973.000	I	4609	\$500	\$0.00	\$100.00	10/22/24	BC	JPF Properties LLC



Sign	EC-24-00499-Dunn	2271 US 301	1515-16-0072.000	I	545	\$150	\$0.00	\$100.00	10/15/24	BC	E C EDGERTON JR LLC
Sub-Work New Const	EC-24-00493-Dunn	321 E Broad St	1516-76-1973.000	I	9834	\$36,220	\$0.00	\$400.00	10/7/24	BC	Oscar Harris ONH Properties, LLC
Sub-Work New Const	EC-24-00513-Dunn	1003 Fairground Rd	1517-64-8293.000	I	9168	\$2,500	\$0.00	\$100.00	10/17/24	BC	Bubble Car Wash Express
Sub-Work New Const	EC-24-00524-Dunn	109 S Ellis Ave	1516-48-6136.000	I	9388	\$6,500	\$0.00	\$200.00	10/25/24	BC	Norris Real Estate
Sub-Work New Const	ER-24-00491-Dunn	302 Byron St	1517-86-3637.000	C	6818	\$800	\$0.00	\$60.00	10/3/24	NONE	Bobby Fowler
Sub-Work New Const	ER-24-00495-Dunn	704 Friendly Rd Lot 15	1517-763-6255.000	C	9851	\$650	\$0.00	\$60.00	10/4/24	NONE	Tara Rabitz Wade Journey Homes
Sub-Work New Const	ER-24-00510-Dunn	209 Parlament PI	1516-18-4479.000	I	41	\$8,100	\$0.00	\$60.00	10/16/24	NONE	Benjamin Denning
Sub-Work New Const	ER-24-00522-Dunn	290 Jonesboro Rd	1527-50-1792.000	I	7033	\$0	\$0.00	\$0.00	10/23/24	NONE	Record Default Data Unavailable
Sub-Work New Const	ER-24-00523-Dunn	3026 Hobson Rd	1527-56-3893.000	I	9877	\$500	\$0.00	\$60.00	10/25/24	NONE	Isaac & Cindy McNeil
Sub-Work New Const	ER-24-00526-Dunn	303 W Pearsall	1516-46-8827.000	I	6880	\$5,500	\$0.00	\$60.00	10/31/24	NONE	Blaine & Donna Everhart
Sub-Work New Const	MR-24-00477-Dunn	213 Bishop Ln	1517-22-4624.000	I	9831	\$12,700	\$0.00	\$60.00	10/2/24	NONE	Jose And Otilia Iglesias
Sub-Work New Const	MR-24-00490-Dunn	109 Tracy Ln	1517-62-1496.000	I	779	\$12,000	\$0.00	\$60.00	10/3/24	NONE	James E & Jennifer K Wright
Sub-Work New Const	MR-24-00509-Dunn	209 Parlament PI	1516-18-4479.000	I	179	\$8,100	\$0.00	\$60.00	10/16/24	NONE	Benjamin Denning
Sub-Work New Const	MR-24-00521-Dunn	290 Jonesboro Rd	1527-50-1792.000	I	7033	\$0	\$0.00	\$0.00	10/23/24	NONE	Record Default Data Unavailable
Sub-Work New Const	MR-24-00525-Dunn	303 W Pearsall	1516-46-8827.000	I	179	\$5,500	\$0.00	\$60.00	10/31/24	NONE	Blaine & Donna Everhart
New Construction	DV-24-00368-	603 S Magnolia	1516-65-1015.000	I	William Pernon	\$125,000	\$0.00	\$50.00	10/9/24	102	William Pernon Elmore, Jr.



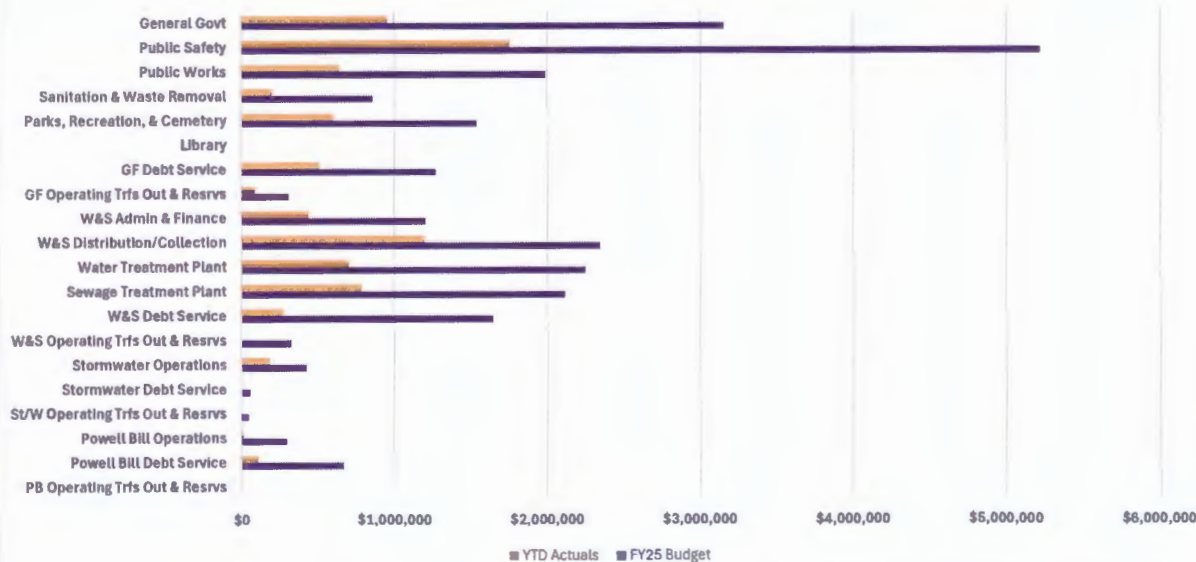
**FY25 YTD Actuals vs Budgets - Expenditures**

All Funds - FY25		October	FY25	
Departments/Funds	FY25 Budget	MTD Actuals	YTD Actuals	% of Bdgt
General Govt	3,153,165.15	138,607.23	954,562.35	30.3%
Public Safety	5,220,746.10	332,207.87	1,754,877.19	33.6%
Public Works	1,988,845.23	157,464.72	640,744.12	32.2%
Sanitation & Waste Removal	857,000.00	(129.13)	202,673.03	23.6%
Parks, Recreation, & Cemetery	1,535,981.75	100,215.87	602,032.41	39.2%
Library	4,482.00	-	1,896.57	42.3%
GF Debt Service	1,270,499.00	-	511,550.71	40.3%
GF Operating Trfs Out & Resrvs	306,169.00	-	91,300.00	29.8%
<b>General Fund Totals</b>	<b>14,336,888.23</b>	<b>728,366.56</b>	<b>4,759,636.38</b>	<b>33.2%</b>
W&S Admin & Finance	1,201,600.81	65,365.86	438,755.38	36.5%
W&S Distribution/Collection	2,345,780.60	121,335.84	1,196,376.66	51.0%
Water Treatment Plant	2,247,896.69	84,726.50	703,844.79	31.3%
Sewage Treatment Plant	2,113,966.56	145,147.48	785,147.14	37.1%
W&S Debt Service	1,643,553.00	15,611.16	276,662.63	16.8%
W&S Operating Trfs Out & Resrvs	327,284.00	-	-	0.0%
<b>W&amp;S Fund Totals</b>	<b>9,880,081.66</b>	<b>432,186.84</b>	<b>3,400,786.60</b>	<b>34.4%</b>
Stormwater Operations	424,994.50	99,033.36	187,594.14	44.1%
Stormwater Debt Service	52,630.00	2,754.92	2,754.92	5.2%
St/W Operating Trfs Out & Resrvs	44,000.50	-	0.50	0.0%
<b>Stormwater Totals</b>	<b>521,625.00</b>	<b>101,788.28</b>	<b>190,349.56</b>	<b>36.5%</b>
Powell Bill Operations	296,247.00	-	13,436.68	4.5%
Powell Bill Debt Service	665,253.00	107,625.88	107,625.88	16.2%
PB Operating Trfs Out & Resrvs	-	-	-	#DIV/0!
<b>Powell Bill Totals</b>	<b>961,500.00</b>	<b>107,625.88</b>	<b>121,062.56</b>	<b>12.6%</b>

**FY24 YTD Actuals vs Budgets - Expenditures**

All Funds - FY24		October	FY24	
Departments/Funds	FY24 Budget	MTD Actuals	YTD Actuals	% of Bdgt
General Govt	2,911,563.22	431,930.42	1,036,670.10	35.6%
Public Safety	5,087,426.02	423,342.00	1,659,450.84	32.6%
Public Works	2,128,977.22	142,952.17	833,172.70	39.1%
Sanitation & Waste Removal	841,000.00	65,756.34	199,152.54	23.7%
Parks, Recreation, & Cemetery	1,435,022.50	118,470.69	435,314.30	30.3%
Library	103,547.00	(157.49)	366.51	0.4%
GF Debt Service	1,095,864.00	15,684.68	508,120.55	46.4%
GF Operating Trfs Out & Resrvs	764,435.62	15,300.00	49,775.00	6.5%
<b>General Fund Totals</b>	<b>14,367,835.58</b>	<b>1,213,278.81</b>	<b>4,722,022.54</b>	<b>32.9%</b>
W&S Admin & Finance	1,122,655.73	67,819.10	292,958.39	26.1%
W&S Distribution/Collection	1,825,127.93	97,828.97	573,306.99	31.4%
Water Treatment Plant	2,262,739.03	189,736.30	861,773.81	38.1%
Sewage Treatment Plant	2,082,096.56	125,084.96	432,931.64	20.8%
W&S Debt Service	2,871,668.00	22,030.16	160,813.60	5.6%
W&S Operating Trfs Out & Resrvs	633,803.00	-	-	0.0%
<b>W&amp;S Fund Totals</b>	<b>10,798,090.25</b>	<b>502,499.49</b>	<b>2,321,784.43</b>	<b>21.5%</b>
Stormwater Operations	373,211.00	-	51,689.72	13.8%
Stormwater Debt Service	52,629.00	559.80	2,732.53	5.2%
St/W Operating Trfs Out & Resrvs	-	-	-	#DIV/0!
<b>Stormwater Totals</b>	<b>425,840.00</b>	<b>559.80</b>	<b>54,422.25</b>	<b>12.8%</b>
Powell Bill Operations	269,748.00	509.79	12,760.20	4.7%
Powell Bill Debt Service	215,252.00	-	107,625.88	50.0%
PB Operating Trfs Out & Resrvs	-	-	-	#DIV/0!
<b>Powell Bill Totals</b>	<b>485,000.00</b>	<b>509.79</b>	<b>120,386.08</b>	<b>24.8%</b>

**Budget to Actual - FY25 Expenditures**





# OCTOBER 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/Water Cut On Inspections	37/
	Non-Residential Inspections	3
	Improper refuse in container	0
	Junk & Debris Violations	3
	Household/Indoor Furniture	0
	Junk Vehicles	1
	Junk Vehicles Removed by City	0
	Weeded Lot Violations	12
	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/Trash Can	0

Permits & Inspections		
	Permits Issued	36
	Permit Fees Collected	42,786.00
	Inspections Performed	36
	Plans Reviewed	7
	Demolitions	3
	Certificate of Occupancy's Issued	6
	Food Truck Permits	2
	Food Truck Renewals	0
	ABC Permits	1
	Tent Permits	0
	Special Event/Noise Permit	21/6

Fire Inspections & Permits		
	Fire Inspections Performed	92 including reinspections
	Fire Permits Issued	
	Fire Invoices Due/ <b>unpaid</b>	\$4,264.73
	Fire Inspection Fees Collected	\$

Planning & Zoning		
	Development Permits 7	\$
		Deck/Carport/Pergola/Garage-

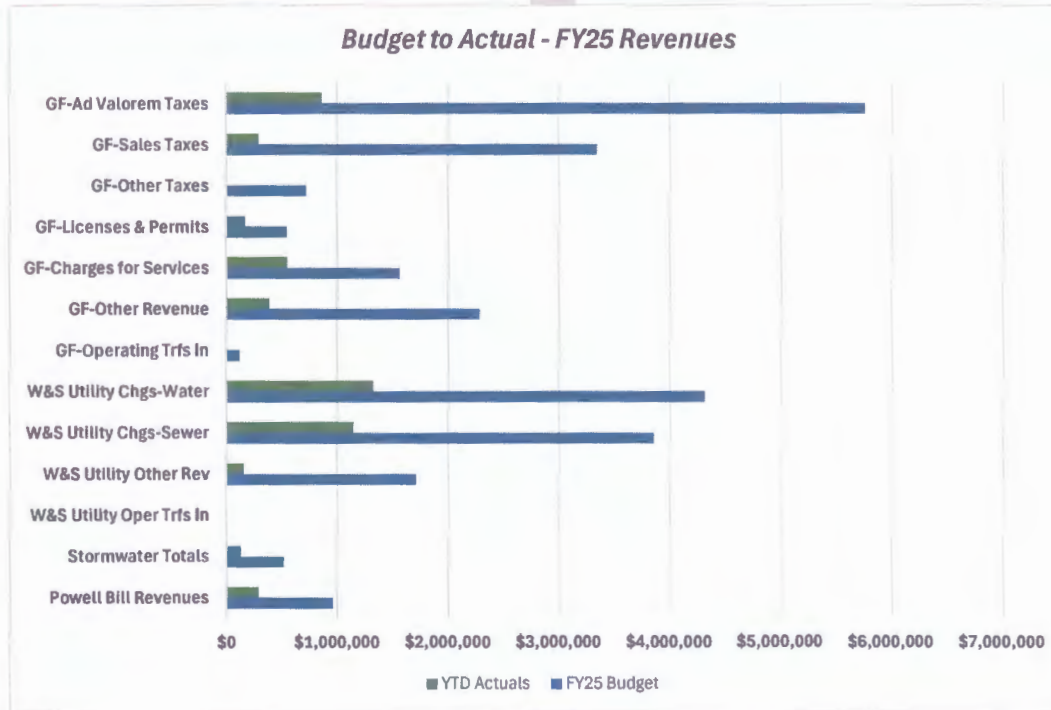
**FY25 YTD Actuals vs Budgets - Revenues**

<b>All Funds - FY25</b>		<b>October</b>	<b>FY25</b>	
<b>Revenue Category/Fund</b>	<b>FY25 Budget</b>	<b>MTD Actuals</b>	<b>YTD Actuals</b>	<b>% of Bdgt</b>
GF-Ad Valorem Taxes	5,759,728.00	-	862,516.04	15.0%
GF-Sales Taxes	3,341,000.00	286,518.19	291,672.35	8.7%
GF-Other Taxes	718,150.00	-	-	0.0%
GF-Licenses & Permits	548,650.00	19,448.10	172,216.10	31.4%
GF-Charges for Services	1,563,524.00	137,861.31	549,419.08	35.1%
GF-Other Revenue	2,285,330.23	17,233.57	389,957.77	17.1%
GF-Operating Trfs In	120,506.00	-	-	0.0%
<b>General Fund Totals</b>	<b>14,336,888.23</b>	<b>461,061.17</b>	<b>2,265,781.34</b>	<b>15.8%</b>
W&S Utility Chgs-Water	4,312,325.00	369,207.95	1,323,946.59	30.7%
W&S Utility Chgs-Sewer	3,857,450.00	315,640.35	1,145,575.09	29.7%
W&S Utility Other Rev	1,710,306.66	63,798.69	157,132.89	9.2%
W&S Utility Oper Trfs In	-	-	-	#DIV/0!
<b>W&amp;S Fund Totals</b>	<b>9,880,081.66</b>	<b>748,646.99</b>	<b>2,626,654.57</b>	<b>26.6%</b>
Stormwater Revenues	521,625.00	29,178.00	130,491.31	25.0%
<b>Stormwater Totals</b>	<b>521,625.00</b>	<b>29,178.00</b>	<b>130,491.31</b>	<b>25.0%</b>
Powell Bill Revenues	961,500.00	-	288,180.54	30.0%
<b>Powell Bill Totals</b>	<b>961,500.00</b>	<b>-</b>	<b>288,180.54</b>	<b>30.0%</b>

**FY24 YTD Actuals vs Budgets - Revenues**

<b>All Funds - FY24</b>		<b>October</b>	<b>FY24</b>	
<b>Revenue Category/Fund</b>	<b>FY24 Budget</b>	<b>MTD Actuals</b>	<b>YTD Actuals</b>	<b>% of Bdgt</b>
GF-Ad Valorem Taxes	5,563,300.00	519,906.28	739,803.71	13.3%
GF-Sales Taxes	3,125,000.00	295,597.14	301,379.31	9.6%
GF-Other Taxes	703,500.00	-	-	0.0%
GF-Licenses & Permits	575,200.00	49,456.97	219,875.00	38.2%
GF-Charges for Services	1,470,324.00	161,566.71	513,836.90	34.9%
GF-Other Revenue	2,922,280.66	82,156.11	348,114.31	11.9%
GF-Operating Trfs In	8,230.92	-	-	0.0%
<b>General Fund Totals</b>	<b>14,367,835.58</b>	<b>1,108,683.21</b>	<b>2,123,009.23</b>	<b>14.8%</b>
W&S Utility Chgs-Water	4,555,700.00	376,425.80	1,310,911.09	28.8%
W&S Utility Chgs-Sewer	3,890,700.00	309,198.47	1,086,959.72	27.9%
W&S Utility Other Rev	2,351,690.25	19,660.38	83,434.33	3.5%
W&S Utility Oper Trfs In	-	-	-	#DIV/0!
<b>W&amp;S Fund Totals</b>	<b>10,798,090.25</b>	<b>705,284.65</b>	<b>2,481,305.14</b>	<b>23.0%</b>
Stormwater Revenues	425,840.00	55,163.32	68,093.39	16.0%
<b>Stormwater Totals</b>	<b>425,840.00</b>	<b>55,163.32</b>	<b>68,093.39</b>	<b>16.0%</b>
Powell Bill Revenues	485,000.00	15,902.56	195,790.95	40.4%
<b>Powell Bill Totals</b>	<b>485,000.00</b>	<b>15,902.56</b>	<b>195,790.95</b>	<b>40.4%</b>

**Budget to Actual - FY25 Revenues**





	Dunn Ave			Elmore, Jr. William Elmore Builders							William Elmore Builders	
New Construction	DV-24- 00497- Dunn	4212 N Ashe Ave	1507-94- 0744.000	I	9853	\$183,262	\$0.00	\$0.00	10/9/24	101	Marie Skenandore	
New Construction	DV-24- 00500- Dunn	307 E Burke St	1516-97- 5538.000	I	9856	\$140,000	\$0.00	\$0.00	10/9/24	101	The Come Up Group The Come Up Group	
New Construction	DV-24- 00511- Dunn	211 N Jackson St	1516-99- 1163.000	I	Dunkin Deals LLC	\$0	\$0.00	\$0.00	10/16/24	103	Dunkin Deals LLC	
New Construction	DV-24- 00515- Dunn	610 W Divine St	1516-48- 1044.000	I	9874	\$21,920	\$0.00	\$0.00	10/21/24	438	Chuck Turnage	
New Construction	DV-24- 00516- Dunn	240 Bruce Dr	1506-87- 1981.000	I	TERRANCE ROBERT ERFORD SDH RALEIGH LLC	\$165,392	\$0.00	\$0.00	10/21/24	101	TERRANCE ROBERT ERFORD SDH RALEIGH LLC	
New Construction	DV-24- 00527- Dunn	402 Saturn Dr	1526-28- 2019.000	I	8873	\$0	\$0.00	\$0.00	10/31/24	102	Neil Massey	
Sub-Work New Const	PR- 24- 00502- Dunn	107 N Watauga Ave	1516-39- 0878.000	I	9858	\$3,000	\$0.00	\$60.00	10/11/24	101	MARIA LOPES	
Total Non-Permit Paid Fees (from 3 fees)								\$560.00				
Grand Total for 36 Permits						\$2,943,100	\$0	\$42,786.00				

**CITY OF DUNN**

11/5/2024

Case Number	Violation Address	Owner or Occupant	Status or Conditions
<b>MINIMUM HOUSING STANDARDS</b>			
HC-23-02	125 Spring Branch Road	Stacey Harper	Abandoned, ubstandard housing. Inspection conducted on 04-15-24 with a warrant. Hearing conducted on 06-24-24 and owner did not show. Findings of Fact and Order issued with deadlne of 09-29-24. Memorandum and Odinance to Demolish to be presented to Council on November 12th.
HC-23-03	824 East Divine Street	Zelm LLC & Co., c/o Lee Alexander Brown	Substandard housing. Conducted inspection. Hearing postponed per request of owner. Heaing has been rescheduled for 03-11-24 and owner did not show. Findings of Fact and Order issued to Repair or Demolish by a dated not later than 07-07-24.. Owner is working without permits. Memorandum and Odinance to Demolish to be presented to Council on November 12th.



**CITY OF DUNN**

11/5/2024

HC-23-06	614 East Vance Street	Francisco Gerez Caraballo	Substandard and severe housing conditions. City Council adopted the Ordinance to Demolish on July 23, 2024. Obtaining estimates for demolition. Demolished and cleared by owners. CLOSED 10-14-24.
HC-23-07	101 West Bay Street	William Randy Lucas (Deceased)	Substandard housing conditions. Owner is deceased. Conducting further investigation.
HC-23-08	211 South Magnolia Avenue	Theodore L Williams Jr & Virginia Williams	Substandard housing conditions. Will obtain a title search and schedule Inspection upon receipt.
HC-23-09	401 South Washington Avenue	Theodore L Williams Jr & Virginia Williams	Substandard housing conditions. Will obtain a title search and schedule Inspection upon receipt. Condemned by Building Inspections. Pending.
HC-23-10	403-405 South Washington Avenue	Theodore L Williams Jr & Virginia Williams	Substandard housing conditions. Will obtain a title search and schedule Inspection upon receipt. Condemned by Building Inspections. Pending.

CITY OF DUNN

11/5/2024

HC-23-11	407 South Washington Avenue	Theodore L. Williams Jr & Virginia Williams	Substandard housing conditions. Will obtain a title search and schedule Inspection upon receipt. Condemned by Building Inspections. Pending.
HC-23-12	804 South Washington Avenue	Theodore L. Williams Jr & Virginia Williams	Substandard housing conditions. Will obtain a title search and schedule Inspection upon receipt.
HC-23-15	811 East Cumberland Street	John Davis Sutton	Substandard housing conditions. Pending Inspection.
HC-23-16	305 West Greenwood Street	Frederick E McNeil	Substandard housing conditions. Hearing held with potential buyers and owner did not attend. The seller & buyers are working with attorney to complete the transfer upon completion of the survey. It appears they are still working to get a survey completed but no action yet. Order issued to Repair or Demolish the structure by a date not later than 01-06-2025.
HC-23-21	604 East Townsend Street	Tony W Surles	Substandard housing conditions. Pending Inspection.



**CITY OF DUNN**

11/5/2024

HC-23-22	309 North Wilson Avenue	Kris Dolan & David Berg (04-12-23)	Substandard housing conditions. Inspection conducted and hearing held. Request to continue as a triplex was denied. Working on conversion to SFR and total renovation. Permits were obtained and work is progressing. Inspection conducted on 09-10-24. Building inspection to be scheduled soon.
HC-23-23	307 South Washington Avenue	Thomas E Strickland (Life Estate) Robbie A Edwards (Grantee)	Substandard housing conditions. Inspector scheduled for 10-14-24 and owners did not show. Pending inspection with warrant.
HC-23-24	404 North Magnolia Avenue	Roy & ROI (new owners)	Substandard housing. Inspection conducted. Hearing postponed . New owners have obtained permits on 02-29-24 and are working on the renovations. Will continue to monitor.

**CITY OF DUNN**

11/5/2024

			Substandard housing conditions. Owner appears to have abandoned the intent to renovate the structure. Also has failed multiple county inspections in the past. Housing inspection conducted and Hearing held on 07-23-24. Order issued to Repair or Demolish by a date not later than 10-23-24. Drafted Memorandum and Ordinance to Demolish for City Council.
HC-23-25	407 West Johnson Street	Jose Juan Correa	
HC-23-26	408 North Magnolia Avenue	The Finn Group LLC	Substandard housing. Inspection conducted. Hearing postponed and will be rescheduled.
HC-23-27	502 East Surles Street	Eugenia McMillian	Substandard housing conditions. Pending Inspection.
HC-23-28	611 North Wilson Avenue	Frank & Lula Clark	Substandard housing conditions. Will schedule inspection soon.
HC-23-29	711 North Magnolia Avenue	James N Wynn	Substandard housing conditions. Pending Inspection.
HC-23-31	807 North Layton Avenue	Clayton Davis	Substandard housing conditions. Pending Inspection.



**CITY OF DUNN**

11/5/2024

HC-23-32	1114 South Clinton Avenue	RCC Dawson LLC c/o Pyragna Chhasati	Substandard housing. Inspection conducted. Hearing held and conversion to current permitted uses required. Owner worked with Planning concerning permitted uses. Order issued to Repair or Demolish with a deadline of 06-30-24. The architect has issued the owner some preliminary drawings with no further action by the owner and no permits have been obtained. Follow up letter issued to owner with a deadline for permit applications by 09-30-24. Pending other enforcement actions.
HC-23-33	413 South Magnolia Avenue	Anchor Investment Properties LLC	Substandard housing conditions. Pending Inspection.
HC-23-34	202 South Sampson Ave	Caesar A Brewington Jr.	Substandard housing conditions. Pending Inspection.
HC-23-35	1607-1609-1611 Erwin Rd	Minnie F Webb	Substandard housing conditions. Pending Inspection of apartments.
HC-23-37	1001-1003 N Fayetteville Av	Chelsi Fawn Boulware	Abandoned, substandard housing. Inspection scheduled for 10-14-24 @ 10:00.
HC-23-38	901 East Johnson Street	Anthony B & Robert L Ross	Substandard housing conditions. Pending Inspection.

**CITY OF DUNN**

11/5/2024

HC-23-40	205 North Washington Ave	NW Real Estate Investments LLC (11-28-2023)	Substandard housing. Hearing conducted and Order issued to Repair or Demolish by 11-15-23. Property has now changed ownership to NW Real Estate Investments LLC. Met with new owners and working with Zoning on some issues. Permits have been issued.
HC-23-42	1600 Erwin Road	West Properties of NC LLC (11-28-2023)	Substandard housing conditions. Pending inspection.
HC-23-43	123 Bruce Drive	Salvador Macias Cardenas	Substandard housing conditions. Pending inspection.
HC-23-44	1009 West Harnett Street	Village Capital & Investment LLC	Vacant and substandard housing conditions. Inspection scheduled for 09-11-23 with no one showing. Ownership changed by Trustee Deed on 12-15-23. Owners have obtained required permits and the structure is under full renovation. Will continue to monitor.
HC-23-45	910 East Divine Street	Winselow Tucker Sr	Substandard housing. Inspection conducted. Hearing to be scheduled soon.



**CITY OF DUNN**

11/5/2024

HC-23-46	410 South Fayetteville Avenue	Winged Warriors LLC	Substandard housing conditions. Hearing conducted and owners did not show. Order issued to Repair or Demolish by a date not later than 10-04-24. Drafted Memorandum and Ordinance to Demolish for City Council.
HC-23-47	611 West Pearsall Street	J and T Properties of Holly Springs LLC	Substandard housing conditions. Inspection conducted and Hearing was scheduled for 03-11-24. Owner did not show but called relating he would be back in county after the 14th and requested a postponement. No response from owner and no permits obtained. Order issued to Repair or Demolish by a date not later than 08-04-24. Received call from second partner/owner and agreed to meet on site and begin work. Met on site on 06-24-24. Permits have now been applied for and a crew is on site cleaning out the structure and painting the exterior. Other work to begin upon receipt of permits. Will continue to monitor.

TOTAL - 34

NON-RESIDENTIAL BUILDINGS OR STRUCTURES			
NR-23-01	510 Spring Branch Road	New Dunn Hotel LLC c/o Amar N Patell	Vacant substandard building. Inspection scheduled and owner advised he was out of country. Requested to schedule when he returns. Will reschedule inspection soon.
NR-23-02	508 Spring Branch Road	Munishree LLC c/o Suresh Patel	Vacant substandard building. Inspection conducted with owner. Pending hearing and other actions.
NR-23-04	506 North McKay Avenue	C L Tart Jr & Mary Lee Brece Tart	Abandoned storage facility. Inspection conducted with maintenance man concerning the clean up of the property and repair of the building. Follow up visit conducted and observed clean up and maintenance is progressing slowly. Will continue to monitor progress.

3



PUBLIC WORKS DEPARTMENT OCTOBER  
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	1
	BRUSH-LIMB PICKUP	302
	BULK ITEM	117
	CATCH BASIN CLEANING	2
	CATCH BASIN LID	2
	CITY CUT LOTS	14
	CLOGGED DRAIN OR INLET	1
	CURB REPAIR	2
	CUT	8
	DEAD ANIMAL	2
	DITCH MAINTENANCE	2
	DRAINAGE ISSUE	1
	DROP OFF	1
	EVENT	1
	MISSED PICKUP	3
	MOWING	2
	ON-CALL	1
	POT HOLE	119
	ROAD MAINTENANCE	1
	SAFETY CONCERN	1
	SIGN DOWN-DAMAGED	2
	TREE REMOVAL	1
	TREE TRIM NEEDED	1

TOTAL WORK ORDERS

586

PUBLIC WORKS DEPARTMENT OCTOBER  
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	238.06
	YARD WASTE IN TONS	47.59
	RECYCLING WASTE IN TONS	34.47
	GRAND TOTAL TONS	

\*Data from Republic Services Report



PUBLIC WORKS DEPARTMENT OCTOBER  
2024 MONTHLY REPORT

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

CEMETERY DEPARTMENT	TYPE	NUMBER
	GRASS MOWING & WEED EATING	49
	OPEN/CLOSE	7
	TREE TRIMMING	3
	TOTAL WORK ORDERS	59

## Public Utilities Dept | November 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)

Water/Sewer Department		
	On Call	11
	Leak Repair	9
	Water Tap	1
	New Sewer Tap	1
	Sewer Tap Renewals	
	Water Construction	
	Sewer Stoppage	5
	Sewer Construction	
	Manhole Inspection	35
	Outfall Maintenance	
	Hydrant Repair	1
	Utility Locates	693
	Water Meter Repair/Investigations	7
	Retire Water and Sewer Services	
	Valve Maintenance	
	Taste and Odor Complaint	
	Water Quality Flushing	
	Low Pressure Complaint	3
	Other – Water	4
	Other – Sewer	1



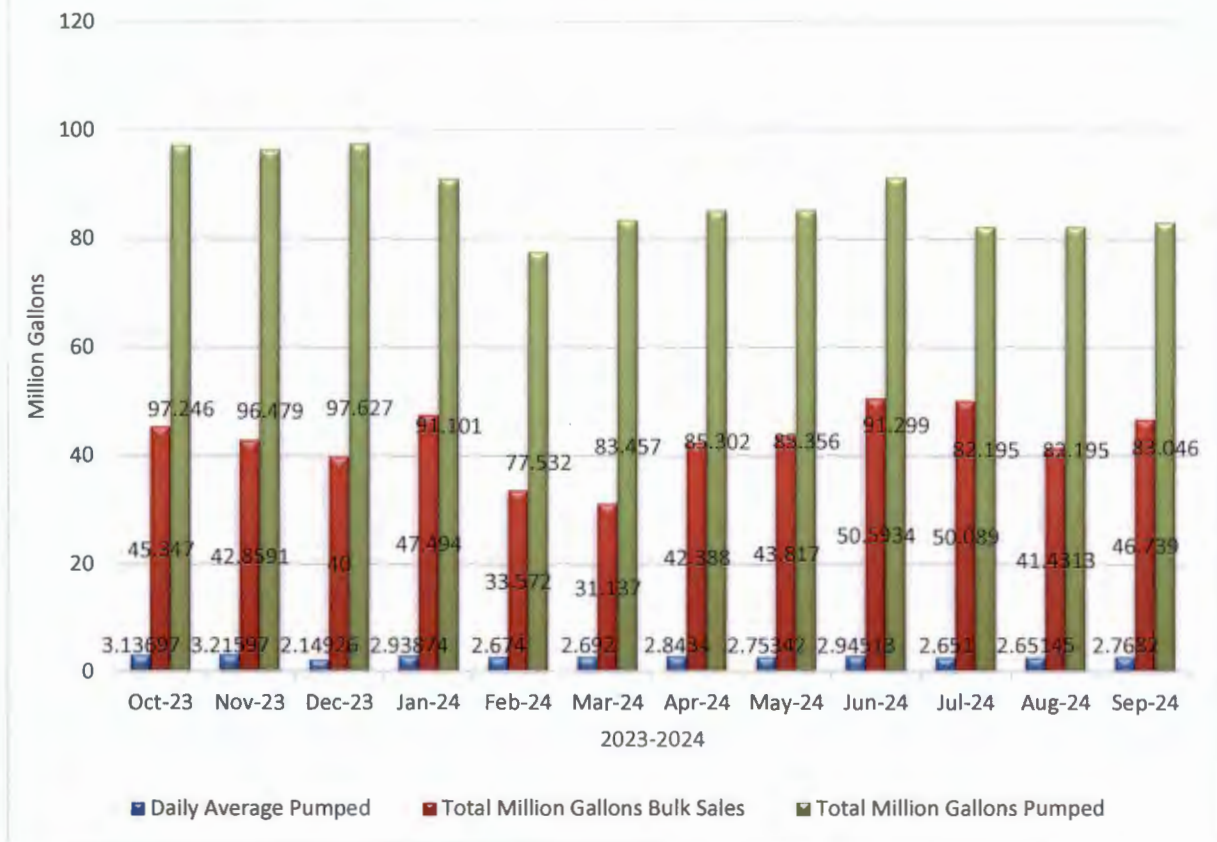


## Public Utilities Dept-WTP | September 2024 | Monthly Report

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

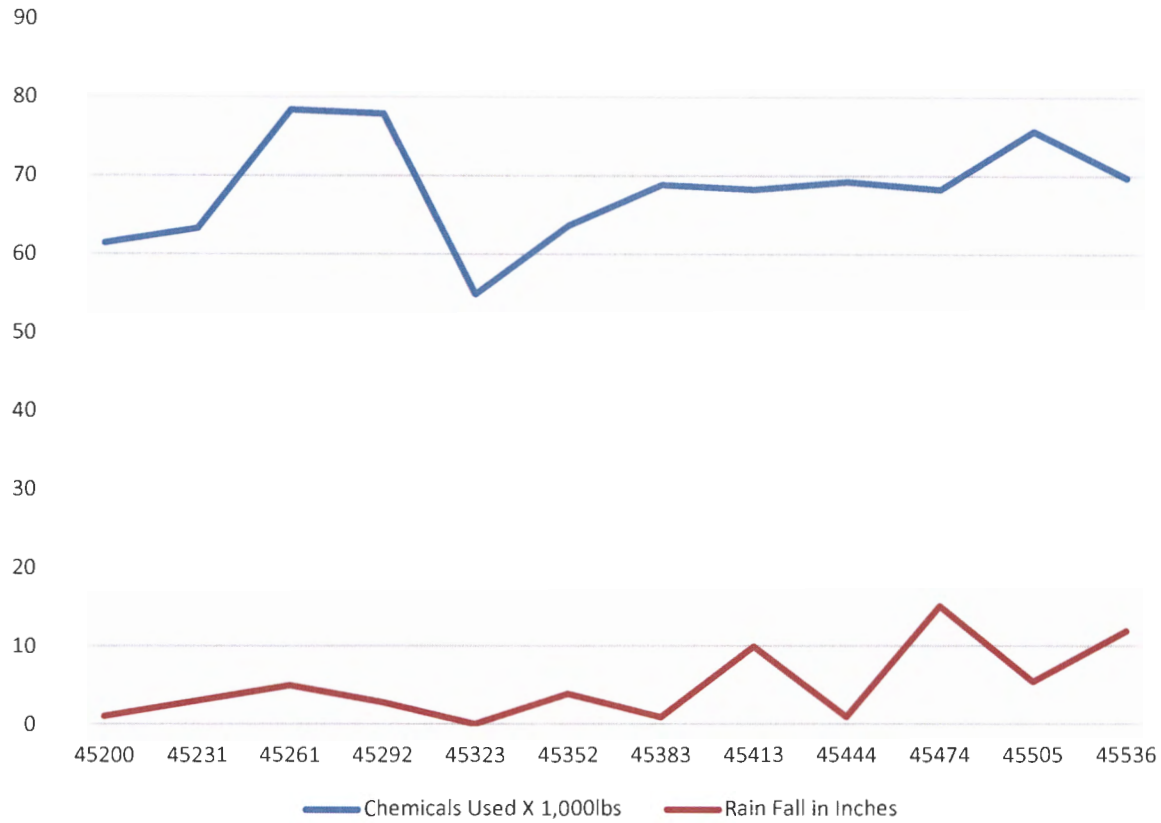
A.B. Uzzle Water Treatment Facility		
	Total Million Gallons Pumped	83.046
	Average Million Gallons Per Day Pumped	2.7682
	Total Million Gallons Bulk Sales	46.739

### 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.

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### ***Project Update:***

### ***Lead and Copper Rule Revisions – Lead Service Line Inventory***

*The Initial Lead Service Line Inventory was successfully submitted.*

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*Sand Blasting Equipment*

### ***Mary Stewart Tank Interior***

***Renovations:*** Utility Service Company, Inc. performed the interior renovation which included sand blasting the interior to remove all the existing paint and repair any damaged structural components due to corrosion that may have possibly formed. After all the sand blasting and repairs are completed a new coating of paint is applied to protect the exposed metal. Once the new coating cures they finish by doing a final disinfection process before releasing the tank back to the city. The renovation takes approximately 4 weeks to complete.



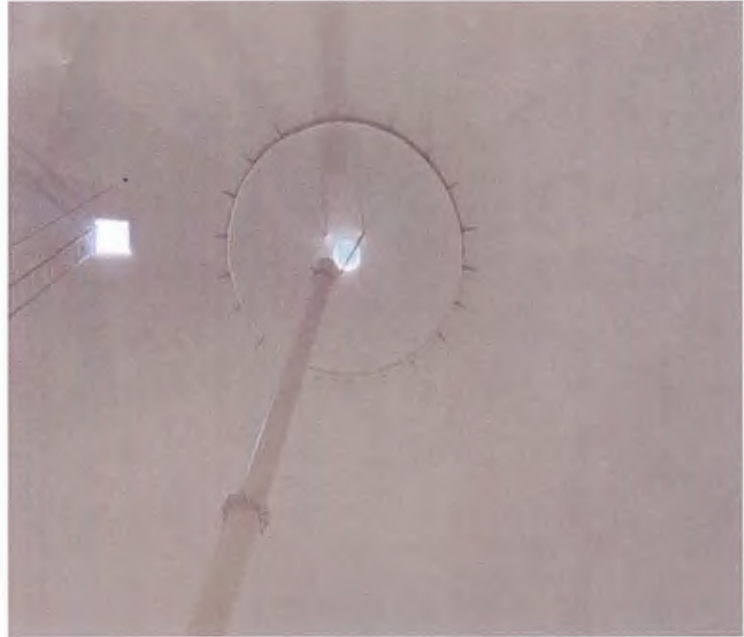
*Primed interior with Strip Coats*



*Sand Blasting Media*



***Final Coating:***





# Public Utilities Dept | October 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)

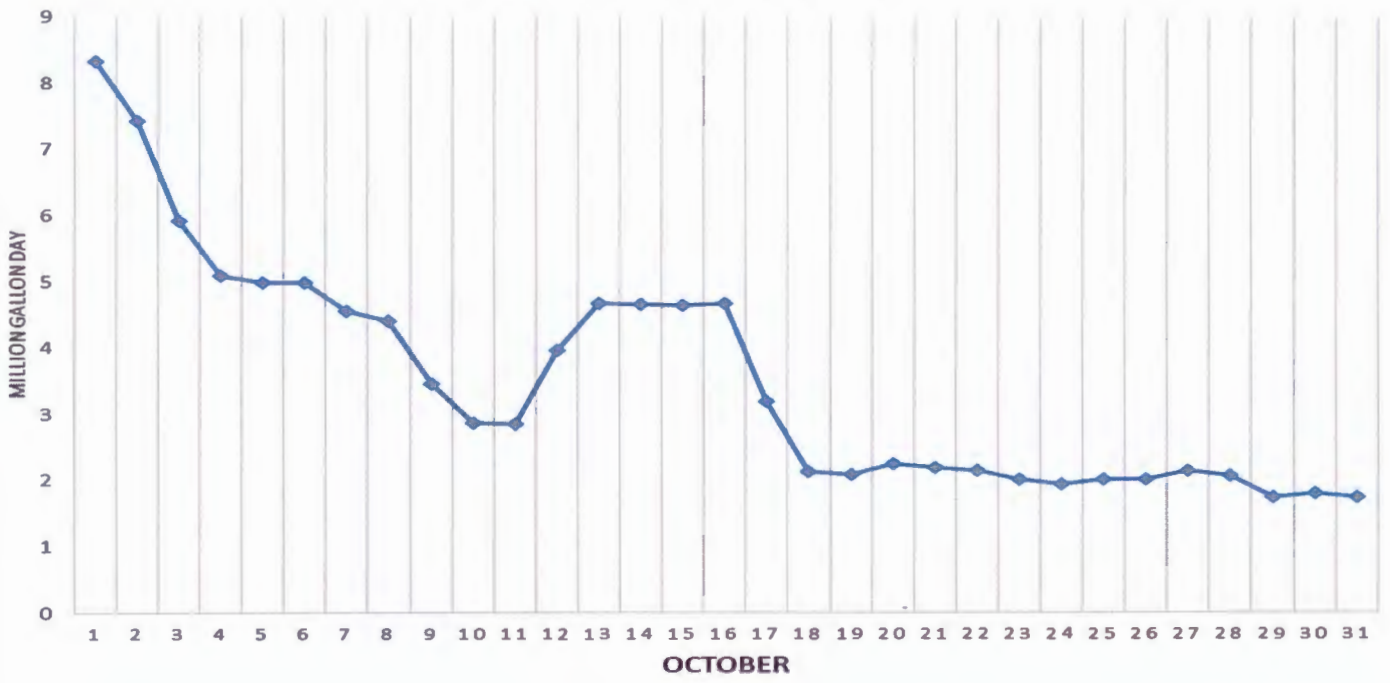
Black River Wastewater Treatment Facility		October
	Total Million Gallons Treated	109.037
	Average Million Gallons Per Day Treated	3.517
	Rainfall in Inches	0.38

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

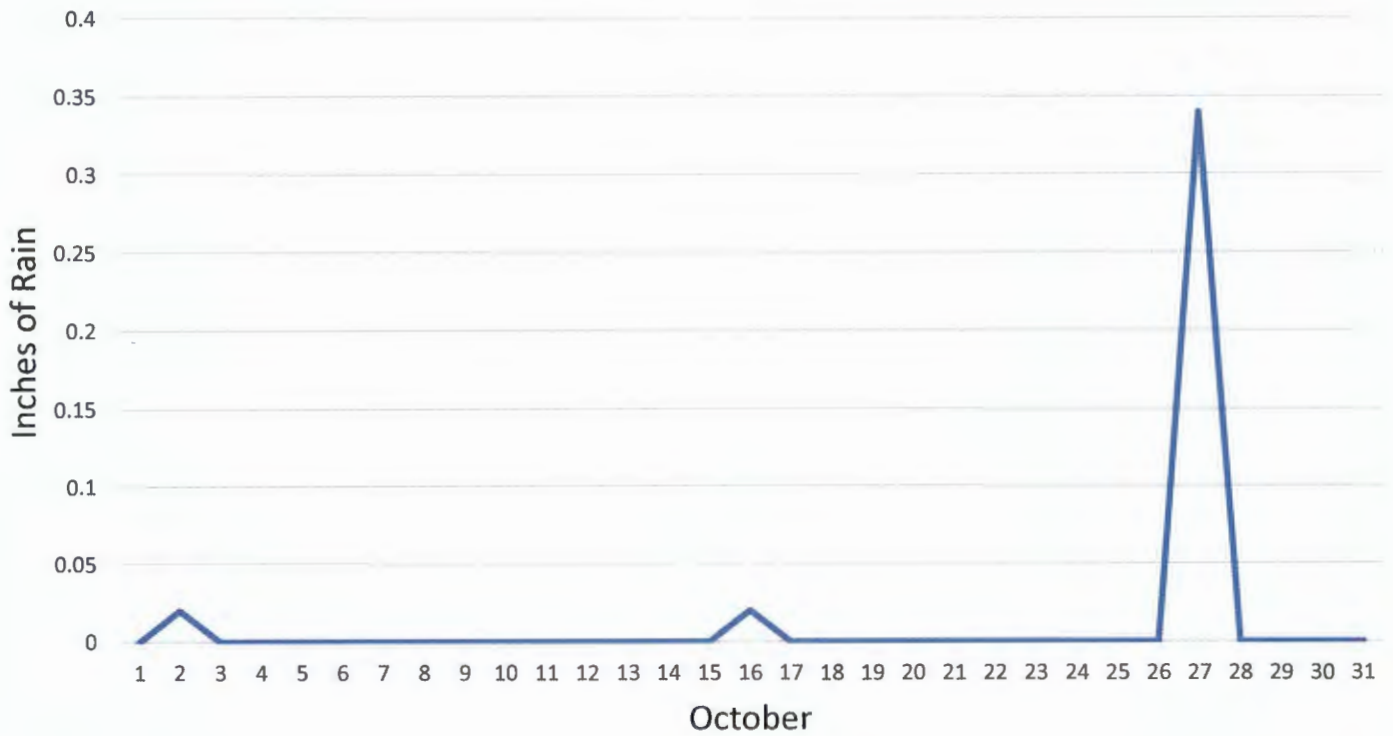


Construction upgrade seeded with grass.

### AVERAGE DAILY FLOW

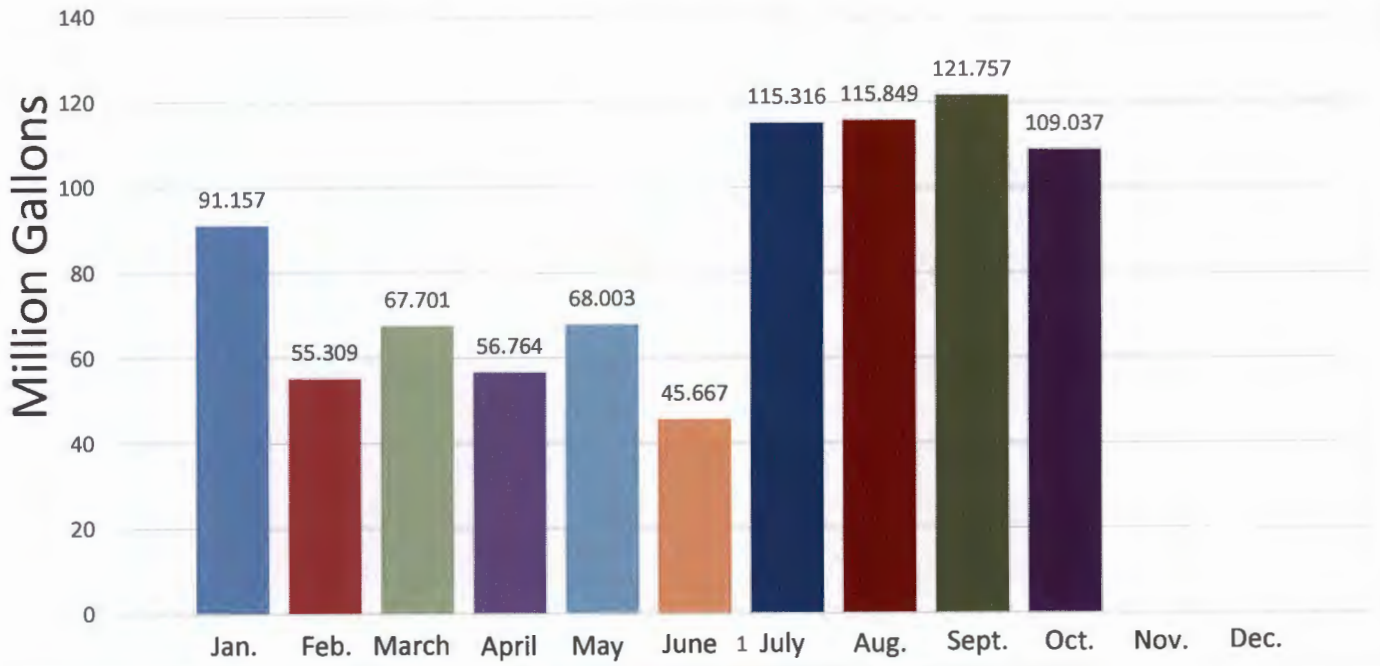


### Rain Fall





# Total Million Gallons Treated





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

**October Monthly Report**

Dunn Parks & Recreation	Facility Rentals, Programs & Etc.	Numbers
<b>Rentals</b>	<b>Facility</b>	
	Dunn Community Building	5
	Clarence Lee Tart Memorial Park	2
	Multipurpose Room	0
	Codrington Park	0
	Nathan Harris Athletic Complex @ Tyler Park	0
	Baseball & Softball Field Rentals	8
	Tennis Courts	0
	Picnic Shelter Rentals	2
<b>Winter Programs</b>		
	Registration currently open	
<b>P K Vyas Center</b>		
	P K Vyas Recreational Walkers	138
	Free Play 14-17 years old	51
	Free Play 11-13 years old	45
	Free Play 10 & Under years old	6
	Adult Play	5
	Batting Cage Rentals	0
	Pickleball Players	56
	Racquetball Court	0







## **October Monthly Narrative Report**

### **Fall Sports**

Youth Volleyball (10U and 12U) season ended on October 16<sup>th</sup>. Instructional coed soccer leagues (4U, 6U, and 8U) ended up with 11 total teams this year. Five teams in 4U and four teams in 6U season will conclude on Saturday, October 26. There are three teams of 8U soccer, whose season will end on October 28<sup>th</sup> due to make-up games. Our 10U and 13U leagues compete amongst other leagues throughout Harnett County. 10U Boys Team 1 is 5-1-1, Team 2 is 5-1-1, and Team 3 is 2-5. 10U Girls record is 5-3. 13U Boys Team 1 is 4-2-1, Team 2 is undefeated at 7-0, and 13U Girls have lost two games with a record of 5-2. The football season has been busy as well with county competition. Our 13U Team is 2-3, 10U League 0-6, and flag football will conclude on October 26<sup>th</sup>.

### **Basketball Registration**

Registration began on September 9<sup>th</sup> and has been extended to November 6<sup>th</sup>.

### **Mobile Flu Shot Clinic**

A flu shot clinic was held on October 10<sup>th</sup> at the Clarence Lee Tart Memorial Park and hosted by Harnett County Health Department.

### **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.



## Social Media Activity October 2024



There's only 1 week left before you miss our basketball registration deadline. Please register at <https://dunnparks.recdesk.com/Community/Home> or in our office.

Ages 5 -15 with a league age date of January 1<sup>st</sup>. If you have an online account and need help with login or password reset please call our office for assistance before creating a new account.

Post Reach  
841

Engagement  
44

### Page Overview Last 28 days



Post Reach  
1K



Post Engagement  
1.8K



Page Followers  
4.7K



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

## October 2024 Monthly Crime Stats (10/01/2024 to 10/31/2024)

Crime	Number
Homicide	0
Rape	2
Robbery	0
Aggravated Assault	3
Burglary Forcible Entry	4
Burglary Non-Forced Entry	1
Larceny from Motor Vehicle	3
Larceny all- other	24
Simple Assaults	10

	Criminal	Investigations	Division	
Assigned Cases	Cases Closed	Recovered Property	Arrests	Search Warrants Executed
41	31	\$8,000	7	6

Cellebrite Forensic Digital Data Extraction Device: 8 Extractions (6 separate cases)

### Dunn Police Arrest & Citation Stats

Month	Felony	Misdemeanor	Citations
October	31	48	204

### Overdose Stats

Month	Fatal	Non-Fatal	Total	DPD Narcan Use
October	0	7	7	0

	Flock	Safety	Utilizations	
Total Plate Reads:	Hot List Hits	Recovered Property	Leads Established	Agencies Assisted
1.5 million	358	Recovered Stolen Motor Vehicle	4	4

*Where community begins!*





Dunn Police Department  
Community Enhancement Team  
Monthly Report

**Month:** October 2024

**Arrest Charges:** Felony: 4  
Misdemeanor: 31  
Juvenile: 0

**Citations/Written Warnings Issued:** 47

**Calls for Service (Assist Patrol):** 70

**Traffic Safety Event:** 1

**Drugs seized:**

Marijuana	44	\$440.00
Methamphetamine	1	\$120.00
Crack Cocaine	3	\$300.00
Suboxone	5	\$5

**Drug Seizure Street Value -** \$865.00

**Guns Seized – 1 – Value** \$1500.00

**Community Housing Security Checks:** 85

**Training:**

Sgt. Sikorski attended 64 hours of training to include Intoxilyzer Recertification, Firearms, K9 Instructor and In-Service Training and the NCGIA Eastern Carolina Gang Conference.

Officer Brodbeck attended Police Law Institute, a 76-hour course of instruction which teaches about search warrants, arrests, investigative detention, warrantless searches, in-custody and voluntary interviews, eyewitness identifications and non-testimonial and identification orders. She also took a 4-hour Tactical Medical Course.

Lt. K. Moore attended 40 hours of Leadership Development for Law Enforcement Managers at the NC Justice Academy.

Officer Dixon attended 16 hours of Firearms Training.



### Community Events conducted:

**10/2/2024** – Officers participated in Coffee with a Cop at Inspirational Grounds Coffee Shop.

**10/5/2024** – Officers assisted with the first annual Kristen's Run Against Violence. Later in the day CET Lt. K. Moore and CET Officer J. Dixon attended an event hosted by the N.C. Victim's Assistance Network to honor victims of violence.

**10/6/2024** – CET Lt. Moore and SRO Hall attended a service for Law Enforcement held by Central Baptist Church.

**10/22/2024** – CET Officers helped receive gift cards from Advance Auto Parts/Carquest as part of a program which seeks to provide motorists with means to fix minor motor vehicle issues.

**10/23/2024** – The CET Street Crime Unit along with K9 Apacs performed 3 K9 Demonstrations at Dunn Middle School where officers spoke about the dangers of drugs and alcohol and demonstrated the capabilities of the K9 Officer.

**10/31/2024** – CET Officers ran and participated in a Trunk or Treat at the Police Department where candy was distributed in a safe environment for families.



### Additional information:

Officers assisted with the North Carolina State Fair, an event that allows for networking between agencies and provides exposure of how our agency has advanced in professionalism and ability. We assisted many agencies from across the state to provide a safe atmosphere for State Fair Patrons.





K9 Apacs was utilized over 28 times resulting in the seizure of over \$51,500.00 of Drugs, Currency and Weapons.  
CET Officers assisted with Hurricane Helene relief efforts coordinating donations.

*Announcements*  
*Dunn City Council Meeting*  
*November 12, 2024*

- City of Dunn offices will be closed on Thursday, November 28<sup>th</sup> and Friday, November 29<sup>th</sup> to observe the Thanksgiving Holiday.
- Dunn's Christmas Parade & City Extravaganza will be held on Saturday, December 7<sup>th</sup> at 5:30 p.m. in Downtown Dunn.
- City Tree Lighting & Caroling begins immediately following the parade.
- Horse Drawn Carriage Rides begin immediately following the City Tree Lighting.
- The next Regular Session of the Dunn City Council is scheduled for Tuesday, December 10<sup>th</sup> at 6:30 p.m.





**DUNN HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING  
MINUTES  
MONDAY, SEPTEMBER 23, 2024**

The Commissioners of the Dunn Housing Authority ("DHA") met in regular session at 817 Stewart Street, in Dunn, North Carolina, on Monday, September 23, 2024.

Following "Words of Encouragement" by Eddie Draughon, the meeting was called to order at 4:12pm.

Upon roll call, the following were present and absent:

**Present:** Board Vice-Chair Eddie Draughon, Commissioners Sharon Gant and Lois Dail and Secretary, Felicia Chester.

**Absent:** Board Chair, Kyle Thrower (Family Matter) and Angela Inman (Business Matter).

**Public Comment Period:** No Public Comments were recorded. There were no challenged elements.

Prior to the meeting, Commissioners were presented with copies of the Annual Statement and the 5-Year Plan with supporting documents.

After a brief conversation, Lois Dail made a motion to approve the Annual Plan Statement and Eddie Draughon seconded the motion.

Lois Dail also made a motion to approve the 5-Year Plan with supporting documents and Sharon Gant seconded the motion.

Ayes and Nays for both were as follows:

<b><u>Ayes</u></b>	<b><u>Nays</u></b>
Eddie Draughon	
Lois Dail	
Sharon Gant	

***MOTION CARRIED. Resolutions #2024-13 (5-Yr. Plan) #2024-12 (Annual Plan Statement)***

**Approval of Meeting Minutes:**

The motion to accept the minutes from the regular August meeting was made by Lois Dail and seconded by Sharon Gant.

Ayes and Nays were as follows:

<b><u>Ayes</u></b>	<b><u>Nays</u></b>
Eddie Draughon	
Lois Dail	
Sharon Gant	

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

**Occupancy and Rent Report through 09/23/2024:**

Total dwelling rent charged as of August 31, 2024, was \$48,099.00. Based on financial data reported, the total revenue collected was \$49,537.00. As of September 23, 2024, there were two (2) vacant units. The Board was made aware that the maintenance staff were working in a unit to prepare it for a new move-in.

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

Ayes and Nays were as follows:

**Ayes**

Eddie Draughon  
Lois Dail  
Sharon Gant

**Nays**

***O & R REPORT AS OF SEPTEMBER 23, 2024 WAS READ AND ACCEPTED.***

**Review of Financial Balance Report:**

The monthly financial report ending August 31, 2024 was available for review. Lois Dail commented on the number of months in reserve, and the Board was made aware of the work that had been completed as well as the work that was still in progress.

The motion to accept the financial report for August was made by Sharon Gant and seconded by Eddie Draughon.

Ayes and Nays were as follows:

**Ayes**

Eddie Draughon  
Lois Dail  
Sharon Gant

**Nays**

***FINANCIAL REPORT WAS READ AND ACCEPTED.***

**Business:**

The topic of buying an agency vehicle or providing all administrative staff with a car allowance was brought before the Board. It was determined that the discussion should be tabled until all five members were present. A motion to table the discussion until the next meeting was made by Lois Dail and seconded by Eddie Draughon.

Ayes and Nays were as follows:

**Ayes**

Lois Dail  
Sharon Gant  
Angela Inman

**Nays**



A revised version of the Travel Policy was presented to Board for review prior to the meeting. Revisions to this policy included the following:

- Stating the preferred distance and means of travel
- Updating the booking procedures

A motion to accept the revised Travel Policy as written was made by Eddie Draughon and seconded by Lois Dail.

Ayes and Nays were as follows:

**Ayes**

Eddie Draughon  
Lois Dail  
Sharon Gant

**Nays**

***MOTION CARRIED. Resolution #2024-11***

**Communication:**

Following a brief update regarding the mechanical room closet renovation, Sharon Gant agreed to allow contractors to start the renovation project in her unit.

**Adjournment:**

A motion to adjourn was made by Sharon Gant and seconded by Eddie Draughon. 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.**