

**THE ERWIN BOARD OF COMMISSIONERS  
NOVEMBER 2022 REGULAR MEETING  
THURSDAY, NOVEMBER 3, 2022 @ 7:00 P.M.  
ERWIN MUNICIPAL BUILDING BOARDROOM**

**AGENDA**

**1. MEETING CALLED TO ORDER**

- A. Invocation
- B. Pledge of Allegiance

**2. AGENDA ADJUSTMENTS /APPROVAL OF AGENDA**

**3. CONSENT**

*All items on Consent Agendas are considered routine, to be enacted on one motion without discussion. If a Board member or citizen request discussion of an item, the item will be removed from the Consent Agenda and considered under New Business.*

- A. Minutes of Workshop on September 26, 2022 (**Page 2**)
- B. Minutes Regular Meeting on October 6, 2022 (**Page 7**)
- C. Financial Report for September 2022 (**Page 11**)
- D. Eagle Scout Project (**Page 13**)
- E. Cloudwyze (**Page 15**)
- F. Animal Control Ordinance (**Page 29**)
- G. Al Woodall Park Paving (**Page 41**)

**4. PUBLIC COMMENT**

*Each speaker is asked to limit comments to 3 minutes, and the requested total comment period will be 15 minutes or less. Citizens should sign up prior to the start of the meeting. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on the subject matter brought up during the Public Comment segment. Thank you for your consideration of the Town Board, staff, and other speakers. §160A-81.1*

**5. NOVEMBER 2022 CITIZEN OF THE MONTH**

**6. PUBLIC HEARING**

- A. ~~ZT-2022-006 (Page 49)~~

**8. MANAGER'S REPORT**

**9. ATTORNEY'S REPORT**

**10. GOVERNING BODY COMMENTS**

**11. ADJOURNMENT**

**ERWIN BOARD OF COMMISSIONERS****REGULAR MINUTES****NOVEMBER 3, 2022****ERWIN, NORTH CAROLINA**

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding held its Regular Meeting in the Erwin Municipal Building Board Room on Thursday, November 3, 2022, at 7:00 P.M. in Erwin, North Carolina.

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

Town Manager Snow Bowden, Town Clerk Lauren Evans, Town Attorney Tim Morris, and Police Chief Jonathan Johnson were present.

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

Commissioner McKoy asked everyone to remember his brother, Linwood McKoy, who served on the Erwin Police Department for 30 years. He has cancer and the doctor has said there is nothing else they can do for him.

Commissioner McKoy gave the invocation.

Commissioner Blackmon led the Pledge of Allegiance.

**AGENDA ADJUSTMENT/APPROVAL OF AGENDA**

Town Erwin Manager Snow Bowden asked to remove ZT-2022-006 under Public Hearing. This was a request of the developer and also one person was missed when advertising. He stated we will readvertise in the paper and send new letters out when the request comes back before the Board.

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

**CONSENT**

Commissioner Blackmon made a motion to approve **(ITEM A)** Minutes of Workshop on September 26, 2022 **(ITEM B)** Minutes Regular Meeting on October 6, 2022 **(ITEM C)** Financial Report for September 2022 **(ITEM D)** Eagle Scout Project **(ITEM E)** Cloudwyze

**MINUTES CONTINUED FROM NOVEMBER 3, 2022**

**(ITEM F) Animal Control Ordinance (ITEM G) Al Woodall Park Paving** and was seconded by Commissioner McKoy. **The Board voted unanimously.**

**PUBLIC COMMENT**

Vanessa Lech of 302 N 10<sup>th</sup> Street came forward and addressed the Board. She stated she would still like to see a sidewalk, particularly on her street as a starting point down to the trail without disrupting the driveways. She would also like to see safety things with the trail such as trees and bushes trimmed back, lighting on the trail, and Police Officers or Town Employees patrolling the trail on bikes or golf carts. She stated crime is a real issue across the nation for a multitude of different reasons. She had been looking at the crime rate in Erwin is high with murders and drug use. Women are being murdered and kidnapped when walking by themselves. The starting pay in the Police Department is very low, a job opening has been opened on the website for months and there seems to be a retention recruitment issue in that Department. She looked at the budget and the things she disagrees with are that there does not seem to have been a current audit of the Police Vehicles' usage with GPS tracking to verify there is a need for the new vehicles.

Bill Schuh of 102 Masonic Road came forward and stated he has been working the polls since the day they opened. He wanted to make the Board aware of a consideration that was happening at the park. The people that were working the polls were parking at the front and making crippled people walk from far away. He contacted the Town Manager and Mayor and told them it had to stop. He posted a sign that said "Parking for Voters Only." It worked and the Board needs to think about posting the same sign at the next election.

Wayne Tyndall of 380 NC 82 came forward and commended the Board for jobs well done. He stated his issue is the old Depot. Fifty-three years ago he met his wife in that depot. He would like to see it remodeled and brought back to life or torn down. That depot means something to him. He asked the Board to let the citizens know what they plan to do with the Depot.

**NOVEMBER 2022 CITIZEN OF THE MONTH**

Patsy Carson of 202 E D Street was recognized as the November 2022 Citizen of the Month. Mayor Baker presented her with a Proclamation Plaque.

**MANAGER'S REPORT**

Town Manager Snow Bowden stated DOT fixed the errors that were brought to their attention such as the corner of Masonic and Denim Drive and the bridge on HWY 421. They have not fixed the issue at Porter Park and the sign on 217 coming into Town from Linden.

He reminded the Board that we will be kicking off the Land Use Plan at the January Planning Board Meeting. We are still working on updating our website but we hope that we can present it to the Board in January/February. It will be a mobile-friendly site and also have an option for people to pay for recreation services online.



**TOWN OF ERWIN  
BOARD OF COMMISSIONERS  
REGULAR MEETING  
THURSDAY, NOVEMBER 3, 2022 AT 7PM**

**PUBLIC COMMENT- Each speaker is asked to limit comments to 3 minutes, and the requested total comment period will be 15 minutes or less. Citizens should sign up prior to the start of the meeting. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Thank you for your consideration of the Town Board, staff and other speakers. §160A-81.1**

Name	Address	Subject
1. VANESSA Lech	302 N. 10 <sup>th</sup> St Erwin NC 28339	Various topics
2. Bill Ischel		
3. Wayne Tyndall	380 NC 82 Dunn	DEPOT
4. Dale Ryals	201 Country Springs Dunn	ReZoning
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		



# TOWN OF ERWIN

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

**PROCLAMATION RECOGNIZING  
PATSY M. CARSON  
FOR CITIZEN OF THE MONTH  
2022-2023-003**

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

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

**WHEREAS**, Mrs. Patsy M. Carson of 202 East D Street, Erwin was born and raised in Harnett County to Dorothy and Paul McKay. She had three brothers Pete, Billy, and David. She married Bill Carson on April 11, 1981, and they were married for 31 years until his passing. She has 7 Children, 12 Grandchildren, and 12 Great Grandchildren; and

**WHEREAS**, Mrs. Carson attended Boone Trail High School. She is a graduate of Leadership North Carolina, Leadership Harnett, Rotary Youth Leadership Awards, Campbell University School of Osteopathic Medicine's "Mini Medical School," and the Harnett County Sheriff's Office Citizens Academy. She was the Owner and Operator of Carson/Nationwide Insurance for 25 years, earning the distinction of "Business of the Year" in 2005. She was elected as the first female Mayor of the Town of Erwin in 2005 and was the longest-serving Mayor for a total of 16 and a half years. In 1994, Patsy served as the President of the Erwin Area Chamber of Commerce and in 1996 won the "Erwin Woman of the Year" Award. She won the Barbara Norris Award in 1995 and 2009. She also was honored with the Old North State Award in 2022; and

**WHEREAS**, Mrs. Carson has always been an active member of the community, having served as Chairman of the Mid-Carolina Council of Governments, Chairman of the Joe Tart Memorial Golf Tournament, Chairman of Field of Glory, Treasurer of the Dunn Erwin Trail Authority, Chairman of the Erwin Wilderness Challenge, Assisted Vicki Johnson with Operation Gratitude, and she has earned the title of Honorary Wing Commander at Pope Army Airfield -- having raised over \$40,000 to present to Pope Airmen.

**NOW THEREFORE BE IT RESOLVED** that the Town of Erwin Mayor and Board of Commissioners give recognition and appreciation to Patsy M. Carson for her valuable contributions to the quality of life in our community and proudly acknowledge Patsy M. Carson as the November 2022 Citizen of the Month.

Duly Adopted, this is the 3<sup>rd</sup> day of November 2022.

Randy Baker  
Mayor

**ATTEST:**

Lauren Evans  
Town Clerk

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



Revenues	YTD		YTD DIFFERENCE
	Sep-22	Sep-21	
CURRENT YEAR LEVY OF PROPERTY TAXES	69,845.00	64,043.00	5,802.00
CURRENT YEAR MOTOR VEHICLE TAXES	35,446.00	34,193.00	1,253.00
PRIOR YEAR TAXES / Penalties & Interest	8,217.00	34,816.00	(26,599.00)
UTILITIES FRANCHISE TAXES	42,341.00	41,398.00	943.00
ENTRY FEES	7,845.00	6,005.00	1,840.00
SALES & USE TAX	249,268.00	224,019.00	25,249.00
ZONING PERMITS/APPLICATIONS	6,145.00	4,335.00	1,810.00
REFUSE COLLECTIONS FEES	118,666.00	119,716.00	(1,050.00)
STORM WATER COLLECTION	16,498.00	15,715.00	783.00
ALL OTHER REVENUES	165,419.00	153,959.00	11,460.00
	<b>\$ 719,692.00</b>	<b>688,161.00</b>	<b>21,531.00</b>
Expenditures	YTD		YTD DIFFERENCE
	Sep-22	Sep-21	
GOVERNING BODY ADMINISTRATION	6,275.00	5,385.00	890.00
NON-DEPARTMENTAL	68,293.00	60,882.00	7,431.00
PLANNING & INSPECTIONS	134,070.00	175,714.00	(41,644.00)
POWELL BILL-STREETS	502.00	9,085.00	(8,583.00)
POLICE	4,000.00	4,000.00	0.00
POLICE-SRO	221,444.00	242,966.00	(21,522.00)
CONTRACT SERVICES-FIRE	16,736.00	16,125.00	611.00
PUBLIC WORKS-ADMIN.	21,097.00	24,504.00	(3,407.00)
PUBLIC WORKS-STREETS	32,921.00	28,667.00	4,254.00
PUBLIC WORKS-SANITATION	90,738.00	77,842.00	12,896.00
PUBLIC WORKS-STORM WATER	72,027.00	66,480.00	5,547.00
RECREATION	17,500.00	3,549.00	13,951.00
LIBRARY	86,375.00	89,986.00	(3,611.00)
COMMUNITY CENTER	6,626.00	16,567.00	(9,941.00)
	4,112.00	1,016.00	3,096.00
	<b>\$ 784,716.00</b>	<b>824,728.00</b>	<b>(40,012.00)</b>

BANK ACCOUNT BALANCES			
	YTD	9/2022	YTD
CASH MANAGEMENT	2,511,512.37	2,511,512.37	2,070,616.89
BB&T CASH IN BANK	168,367.09	168,367.09	79,448.03
FIRST FEDERAL BUSINESS M	136,910.25	136,910.25	857,018.58
FIRST FEDERAL MONEY MARKET	856,734.34	856,734.34	136,619.49
Y-T-D INVESTMENT BALANCE IN ORIGINAL FUND ACCOUNTS	\$ 3,675,524.05		3,143,702.99
BB&T STATE FORFEITURE	1,996.54	1,996.54	4,246.64
BB & T CAPITAL RESERVE/COMM. ENHANCEMENT	222,215.05	222,215.05	2,350,072.70
FIRST FEDERAL CAP. RESERVE/GENERAL	2,354,777.53	2,354,777.53	195,557.91
BB&T HEALTH RESERVE HRA ACCT.	19,005.09	19,005.09	16,530.58
PRIEBE FIELD ACCT.	24,296.38	24,296.38	11,248.44
AL WOODALL PARK IMPROVEMENTS	368,175.66	368,175.66	349,440.85
AMERICAN RELIEF FUNDS: ARPA Grant	1,415,503.35	1,415,503.35	821,602.01
Community Bid, Renovation: SQJF GRANT	93,116.12	93,116.12	
Y-T-D BALANCE RESTRICTED FUNDS	\$ 4,519,089.72		3,748,699.13
CUMULATIVE BALANCE FOR TOWN OF ERWIN	\$ 8,194,613.77		6,892,402.12

**TOWN OF ERWIN**  
**FINANCIAL SUMMARY REPORT**  
**FOR MONTH OF September 2022**



	ANNUAL BUDGET	Sept. 22 ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
<b>REVENUES</b>				
CURRENT YEAR LEVY OF PROPERTY TAXES	1,480,168.00	69,845.00	69,845.00	4.72%
CURRENT YEAR MOTOR VEHICLE TAXES	197,995.00	16,695.00	36,448.00	18.86%
PRIOR YEAR TAXES / Penalties & Interest	10,000.00	1,038.00	8,217.00	82.17%
UTILITIES FRANCHISE TAXES	190,270.00	41,547.00	42,341.00	22.26%
ENTRY FEES	20,000.00	165.00	7,845.00	39.23%
SALES & USE TAX	750,000.00	86,363.00	249,288.00	33.24%
ZONING PERMITS/APPLICATIONS	43,000.00	1,150.00	6,145.00	47.27%
REFUSE COLLECTIONS FEES	421,000.00	39,743.00	119,668.00	28.19%
STORM WATER COLLECTION	68,000.00	5,623.00	16,488.00	23.91%
<b>ALL OTHER REVENUES</b>	1,382,298.00	103,027.00	165,419.00	12.23%
	<b>4,493,739.00</b>	<b>385,217.00</b>	<b>719,692.00</b>	<b>16.02%</b>
<b>EXPENDITURES</b>				
GOVERNING BODY	44,115.00	2,256.00	6,275.00	14.22%
ADMINISTRATION	323,064.00	21,346.00	68,283.00	21.14%
NON-DEPARTMENTAL	341,273.00	6,428.00	134,070.00	39.29%
PLANNING & INSPECTIONS	161,688.00	200.00	502.00	0.31%
POWELL BILL-STREETS	177,000.00	1,000.00	4,000.00	2.26%
POLICE	1,119,683.00	71,532.00	221,444.00	19.76%
POLICE-SRO	70,705.00	5,236.00	16,736.00	23.67%
CONTRACT SERVICES-FIRE	330,166.00	17,154.00	21,097.00	6.39%
PUBLIC WORKS-ADMIN.	122,529.00	9,846.00	32,821.00	26.87%
PUBLIC WORKS-STREETS	423,721.00	30,430.00	90,738.00	21.41%
PUBLIC WORKS-SANITATION	751,244.00	46,750.00	72,027.00	9.89%
PUBLIC WORKS-STORM WATER	57,000.00	7,500.00	17,500.00	30.70%
RECREATION	484,175.00	29,575.00	86,375.00	17.48%
LIBRARY	69,405.00	594.00	8,626.00	12.43%
COMMUNITY CENTER	8,000.00	558.00	4,112.00	51.40%
	<b>4,667,339.00</b>	<b>250,315.00</b>	<b>764,716.00</b>	<b>17.46%</b>
<b>Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE)</b>	<b>4,493,739.00</b>	<b>114,902.00</b>	<b>(65,024.00)</b>	

BANK BALANCES AS OF September 2022		
NC Capital Mgt Trust - Cash Management		2,511,512.37
TRUIST - CASH IN BANK		160,367.09
FIRST FEDERAL PRESTIGE - BUSINESS MONEY MARKET		136,910.25
FIRST FEDERAL PREMIUM - BUSINESS MONEY MARKET		888,734.34
<b>Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS</b>		<b>3,675,524.05</b>
TRUIST - STATE FORFEITURE		1,998.54
TRUIST - CAPITAL RESERVE/COMM. ENHANCEMENT		222,215.05
FIRST FEDERAL CAP - RESERVE		2,364,777.53
TRUIST - HEALTH RESERVE HRA ACCT.		19,005.09
TRUIST - PRIEBE FIELD ACCT.		24,298.38
AL WOODALL PARK IMPROVEMENTS		388,175.66
TRUIST - AMERICAN RELIEF FUNDS - (ARRPA) Federal Grant		1,415,503.35
TRUIST - Community Building Renovation - (SCF) State Grant		93,118.12
<b>Y-T-D INVESTMENT BALANCE RESTRICTED FUNDS</b>		<b>4,519,089.72</b>
<b>CUMULATIVE BALANCE FOR TOWN OF ERWIN</b>		<b>8,194,613.77</b>

**POWELL BILL BALANCE**  
**\$ 291,503.10**

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: November 3, 2022

Subject: Eagle Scout Project

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At our October Town Board workshop meeting we had a presentation from Aidan Johnson. Mr. Johnson presented his proposal for his Eagle Scout project to the Town Board. Mr. Johnson would like to install a metal bench next to the Erwin History Room for this project. The members of the board were all very thankful that Mr. Johnson selected a project that would benefit the Town for his Eagle Scout award. The consensus of the board was to let Mr. Johnson move forward with this project.





# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: November 3, 2022

Subject: Cloud Wyze

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At our September workshop meeting, we had a presentation from a company called CloudWyze. The company wants to install a fiber network in the Town of Erwin. They have a few requests that I would like to run by the Town Board.

- They would like to use the open field next to our Public Works building for as a staging site for equipment. In other municipalities and counties, they have paid a nominal fee to use this site.
- They would like the Town Board to approve of an encroachment agreement for them to install the fiber network in our right-of-way
- They have requested a permanent easement to build a small shelter at 818 North 14<sup>th</sup> Street (next to the cell tower)

### Attachments:

- Construction landing pad request
- Easement agreement
- Encroachment agreement

## Construction Landing Pad

### Description:

CloudWyze is seeking a landing pad for its contractors to use as a base of operations during our fiber optic construction phase. The preference for this property is roughly an acre or two in size where construction equipment, materials, temporary fencing, and a potential job trailer will be located for offices. Occasional truck traffic will be used for pickups and deliveries. Similar pad agreements in other markets are typically signed for 12-month time periods. This will be used as a base of operation for Erwin along with the community outside of the city limits. Once use is complete, CloudWyze will ensure property is restored to pre-use condition. After talking to county and city officials, the location at the Erwin Public Works building was identified as a potential location. Road access, space for truck access, along with an existing fence make location a good fit.



Prepared by and return to:  
Jonathan M. Bogues, Esq.  
Michael Best & Friedrich LLP  
3700 Glenwood Ave., Suite 240  
Raleigh, NC 27612  
(without the benefit of title examination)

**STATE OF NORTH CAROLINA**

**COUNTY OF HARNETT**

**CONSTRUCTION & STORAGE MAINTENANCE EASEMENT**

**THIS CONSTRUCTION AND STORAGE MAINTENANCE EASEMENT AGREEMENT** (this "Agreement") is made as of the 31<sup>st</sup> day of November, 2022, by and between **TOWN OF ERWIN**, a North Carolina municipal corporation ("Grantor"), and **CLOUDWYZE INC.**, a North Carolina corporation ("Grantee").

**RECITALS:**

WHEREAS, Grantor is the owner of certain real property located in Harnett County, North Carolina, as further described on Exhibit A, attached hereto ("Grantor Property"); and

WHEREAS, Grantor desires to grant to Grantee a "Construction & Storage Easement" to be located upon the Grantor Property for the benefit of Grantee, which Construction & Storage Easement is more fully described and depicted on the attached Exhibit B (the "Easement Area"); and

WHEREAS, Grantor and Grantee desire to set forth certain rights and obligations with regard to the Construction & Storage Easement as specifically described herein.

**AGREEMENT:**

In consideration of the foregoing recitals, which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee as an easement, for the use and benefit of Grantee, its successors, assigns, tenants, agents and any other persons claiming under or through said parties, an irrevocable, perpetual, non-exclusive easement over, under and upon that portion of the Grantor Property described herein as the Easement Area, for

purposes of placing a shelter and storage unit for storing Grantee's equipment necessary to conduct its normal course of business ("Easement Activities"), together with a right of access over the portion of the Grantor Property necessary to access the Easement Area for purposes incidental to the Easement Activities within the Easement Area. Grantee shall not relocate, modify or expand any such facilities or equipment without the prior written consent of Grantor. In no event shall Grantor alter, hinder, or obstruct the Easement Area in any way.

2. Maintenance. Except for any misconduct from Grantor, or any maintenance and repair obligations caused by Grantor, Grantee shall be solely responsible for the maintenance, repair and replacements of all facilities located within the Easement Area and all costs relating to the Easement Activities by Grantee and the repair of any damage to the Grantor Property, normal wear and tear excepted, including the Easement Area, caused by Grantee's use thereof or activities thereon. Grantee shall restore the surface disturbed by any of Grantee's maintenance activities within the Easement Area to substantially the same condition prior to such disturbance. In the event the Easement or any portion thereof is no longer needed by the Grantee, Grantee shall restore the easement area to the same condition prior to the grant of the Easement, including, without limitation, removing any structure located thereon by Grantee.

3. Consistent Uses Allowed. Grantor shall have the right to use the Easement Area in any way not inconsistent with the grants in this Agreement.

4. Insurance and Indemnification. Grantee shall indemnify, defend, and hold Grantor, its officers, directors, employees, and agents harmless from and against any and all losses actually suffered or incurred arising out of any negligent, willful, intentional acts or omissions of Grantee, its, agents or any parties within control of Grantee in or about the Easement Area or Grantor Property. Grantee shall maintain liability insurance in commercially reasonable amounts with a company licensed to issue insurance in the State of North Carolina.

5. Binding Effect. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

6. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

7. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

8. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

9. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the substantially prevailing party shall be entitled to recover its costs, including, without limitation, reasonable attorneys' fees, from the non-prevailing party.

10. Notice. All notices and demands which may or are required to be given hereunder shall be in writing and shall be deemed to have been fully given when personally delivered or the following business day after delivery to a recognized overnight delivery service with overnight delivery requested and addressed to the party to be notified at the address set forth below for such party, or to such other place as the party to be notified may from time to time designate by at least fifteen (15) days' notice to the notifying party:

If notice is sent to Grantor:

Town of Erwin  
PO BOX 459  
Erwin, NC 28339-0459  
Attention:  
Email:

With a copy to:

If notice is sent to CloudWyze:

CloudWyze, Inc.  
1838 Sir Tyler Dr, Suite 200  
Wilmington, NC 28405  
Attn: Shaun Olsen  
Email: olsen@cloudwyze.com

With a copy to:

Michael Best & Friedrich LLP  
5815 Oleander Drive, Suite 300  
Wilmington, NC 28403  
Attn: Andrew R. Jones  
Email: arjones@michaelbest.com

11. Amendment. This Agreement may not be amended, modified, terminated, or released without the written agreement of the owners of the Grantor Property, the Grantee Property, or their successors or assigns. Any amendment, modification, termination, or release of this Agreement shall not be effective until it is recorded with the Harnett County Register of Deeds.

12. No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

[Signature pages follow.]

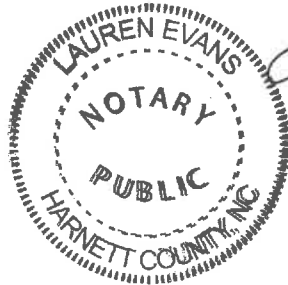
IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first above written.

GRANTOR:  
TOWN OF ERWIN,  
a North Carolina municipal corporation

By: Snow Bowden  
Name: Snow Bowden  
Title: Town Manager

STATE OF NORTH CAROLINA )  
 ) ss.  
COUNTY OF HARNETT )

On this 3<sup>rd</sup> day of November, 2022, before me Lauren Evans, a notary public, personally appeared Snow Bowden, Town Manager of TOWN OF ERWIN, a North Carolina municipal corporation, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.



Lauren Evans  
Name: Lauren Evans  
My Commission: March 25, 2026

## LEASE

This lease made and entered into as of November 3, 2022 between Town of Erwin hereafter referred to as "Landlord", and V1Fiber Construction, hereinafter referred to as "Tenant".

Begin date of Lease November 3, 2022 to end on November 3, 2023.

In consideration of the terms, covenants and conditions herein contained, Landlord and Tenant covenant and agree as follows:

1. **Demise.** Landlord leases to tenant, and Tenant leases from Landlord, *{Description of lease area and image or map of lease area}*

2. **Term and Renewal.** The term of this lease shall be for a period of one year at \$500 per month payable to Town of Erwin via mail to lpwilliams@erwin-nc.org.

Rent is to be paid in full on the first 1<sup>st</sup> of the month and considered delinquent after the fifth 5<sup>th</sup> of the month.

3. **Alterations.** Alterations made by Tenant shall be removed at the end of the lease and the property will be returned to the pre-lease state of bare open field.

4. **Insurance.** Tenant will maintain insurance on Tenant's property on the leased premise.

5. **Mutual Release of Liability.** Neither party shall be liable to the other for damage arising out of the occurrence of damage to the leased premises, the damage or destruction of the contents thereof by fire or other casualty, or personal injuries, which loss is covered by any insurance policy of either party, and each party does hereby waive all claims against the other for any such damages, whether or not such damage or destruction be the result of negligence on the part of either party, its agents, servants or employees.

6. **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, first class postage prepaid, or certified, (except for rent payment) to the Landlord.

**IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year last above written.**

**LANDLORD:**

Name: Town of Erwin

Address: 100 West F Street, Erwin NC 28339

Phone: (910) 897-5140

Fax: (910) 897-5543

Signature: Iron Bank

DATE: 11/3/2022



Printed Name: Snow Bank

Title: Jan Manager


**TENANT:**

Name:

Address:

Phone:

Fax:

Signature: 

DATE: 11/18/22

Printed Name: Frank Del Col

Title: CEO



**MUNICIPAL ANIMAL CONTROL ORDINANCE**  
**FOR THE TOWNS OF**  
**ANGIER, COATS, ERWIN and LILLINGTON**

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Originally adopted January 08, 2008  
Amended November 18, 2013  
Amended Effective October \_\_\_\_, 2022

# **CONTENTS**

## **GENERAL PROVISIONS**

<b>SECTION I</b>	<b>Purpose and Intent of Chapter</b>
<b>SECTION II</b>	<b>Applicability of County Ordinance</b>
<b>SECTION III</b>	<b>Establishment of Bird Sanctuary</b>
<b>SECTION IV</b>	<b>Hunting and Killing of Animals</b>
<b>SECTION V</b>	<b>Keeping Livestock within the Town / City Limits</b>
<b>SECTION VI</b>	<b>Number of Chickens Permitted</b>
<b>SECTION VII</b>	<b>Number of Dogs Permitted</b>
<b>SECTION VIII</b>	<b>Number of Cats Permitted</b>
<b>SECTION IX</b>	<b>Confinement and Running at Large</b>
<b>SECTION X</b>	<b>Possession of Animals and Strays</b>
<b>SECTION XI</b>	<b>Impoundment and Reclaiming of Captured Animals</b>
<b>SECTION XII</b>	<b>Potentially Dangerous and Dangerous Dogs</b>
<b>SECTION XIII</b>	<b>Public Nuisance Animals</b>
<b>SECTION XIV</b>	<b>Enforcement, Penalties and Remedies</b>
<b>SECTION XV</b>	<b>Ordinance in Conflict</b>

## **SECTION I Purpose of Chapter**

The purpose of this chapter is to provide and define authority of the Harnett County Animal Services Division (hereinafter referred to as “Animal Services”) within the towns of Angier, Coats, Erwin, and Lillington (hereinafter each individually referred to as the “Town” and collectively referred to as the “Towns”). Animal Services now has charge of protecting the citizens of these towns from rabies transmitted by unconfined, uncontrolled or un-immunized animals, to regulate animals that may be a nuisance, to insure that all animals are treated in a humane manner and in the promotion of responsible pet ownership and animal welfare. Animal Services in cooperation with the towns of Angier, Coats, Erwin, and Lillington are hereby charged with the responsibility of animal control in conjunction within these town’s jurisdictions. This Municipal Animal Control Ordinance (hereinafter referred to as the “Municipal Ordinance”) will supersede all town animal control ordinances and shall pertain to the towns of Angier, Erwin, Coats, and Lillington only.

## **SECTION II Applicability of County Ordinance**

The provisions of the most current County of Harnett Animal Services Ordinance (hereinafter referred to as the “County Ordinance”) that are not in direct conflict with the provisions of this Municipal Ordinance are hereby adopted and incorporated herein by reference and shall be enforced within the corporate limits of the Towns.

## **SECTION III Establishment of Bird Sanctuary**

- (A) The area embraced within the corporate limits of the Town and all land owned or leased by the Town outside the corporate limits is hereby designated as a bird sanctuary.
- (B) It shall be unlawful to intentionally trap, hunt, shoot, or otherwise kill, within a sanctuary hereby established, any native wild bird. It shall be lawful to trap birds or fowl specifically declared a nuisance by the Town board when such birds or fowl are found to be congregating in such number in a particular locality that they constitute a nuisance or a menace to health or property.
- (C) The bird clubs of the Town are hereby granted permission to erect artistic signs, giving notice of the regulations therein provided, at such places and of such design as may be approved by the Town Board.

State Law Reference: Bird Sanctuary establishment, G.S. 160A-188

## **SECTION IV Hunting, Killing, and Trapping of Animals**

It shall be unlawful for any person to hunt or kill any animal within the territorial limits of the Towns. Trapping may be done with permission from Animal Services. This Section does not apply to the Police Departments, Animal Services, or duly authorized agents when enforcing the provisions provided in this Ordinance.

## **SECTION V Keeping Livestock and Fowl**

**No person may keep within the Town any Livestock and/or Fowl except in accordance with this Section.**

- (A) It shall be unlawful for any person to maintain, keep, house, or stable any: horse, mule, pony, cow, sheep, goat, swine, or any other livestock including ducks, geese, turkeys, guineas within the corporate limits of the Town.
- (B) It shall be unlawful for any person to maintain, keep, or house any cattle, goats, horses, swine, ducks, geese, turkeys, guineas, or other livestock on a fenced lot within the corporate limits of the Town.
- (C) Any chickens kept within the corporate limits of the Town must be contained by a fence, building, or other enclosure that will ensure that the chickens will not run at large.
- (D) Any fowl found running at large may be taken into possession and/or destroyed by Animal Services anywhere within the corporate limits of the Town.

## **SECTION VI Number of Chickens**

- (A) A maximum of **six (6) hens** (*Gallus gallus domesticus*) will be allowed per household.
- (B) **NO Roosters or other poultry breed will be permitted.**
- (C) Hens must be kept in a chicken coop or enclosed runs at all times and are not permitted to roam freely on the Owner's property.
- (D) The location of the coop and enclosed run must be in the rear of the Owner's property as determined by the line projected along the rear of the dwelling to each sideline and be 20 feet aware from the adjoining properties.
- (E) The coop and enclosed run must be a minimum of ten feet (10') in length and ten feet (10') in width and a maximum of sixteen feet (16') in length and sixteen feet (16') om width.
- (F) Coop design shall provide ample ventilation to avoid odors and be made predator proof.
- (G) All manure and wood shavings from the coop must be disposed of properly by removing off-site by the owner or person in possession or by professional removal service.
- (H) Prior to beginning construction, a Land Use application shall be submitted and approved by the Zoning Administrator for all coop and run designs.

- (I) The Code Enforcement officer, and its designee, has the right to enter onto the property for the purpose of inspecting the coop and run to ensure compliance with these requirements. The home owner will be notified no less than three days prior to the inspection date and has the right to be present during the inspection.
- (J) Owners who are determined to be in violation may be allowed to correct the violation(s) and/or be subject to a fine, as per the Town's code. Daily penalties will be assessed in the event that the violation(s) continue. The Town may revoke this privilege if an Owner has had three (3) or more violations during one calendar year.

**SECTION VII Number of Dogs**

It shall be unlawful for any person to keep on any lot or premises within the corporate limits of the Town more than three (3) dogs. This limitation shall not apply to dogs less than four (4) months of age. Any person wanting to keep more than three (3) dogs will apply to the Town for a license to operate a dog kennel. Prior to the issuing of such license it shall be determined that the kennel would be in compliance with all Town and State regulations.

**SECTION VIII Number of Cats**

It shall be unlawful for any person to keep on any lot or premises within the corporate limits of the Town more than three (3) cats. This limitation shall not apply to cats less than four (4) months of age.

**SECTION IX Confinement and Running at Large**

- (A) No person owning or having possession, charge, custody or control of any animal may cause, permit or allow the animal to stray or in any manner to run at large upon any public street, sidewalk, or other public property or to stray, run at large, or otherwise trespass upon the private property of another.
- (B) It shall be unlawful for the owner of any animal to allow such animal to be at large on any Town property.
- (C) It shall be unlawful for any person owning, harboring, keeping or in charge of any animal to fail or refuse to remove feces deposited by the animal on any street, sidewalk, park, or other publicly owned property.
- (D) It shall be unlawful for the owner of any animal to fail or refuse to remove feces deposited by the animal on any private property.

**SECTION X Possession of Animals and Strays**

- (A) It shall be unlawful for any person in the Town to knowingly and intentionally, unless with consent of the owner or person in possession, to harbor, feed and keep in their possession by confinement or otherwise allow to remain on their property any

animal which does not belong to them unless they notify Animal Services within forty-eight (48) hours from the time such animal came into his possession.

- (B) Any person who feeds a stray animal and/or allows the animal to stay on their property for at least two (2) days will be considered the legally responsible for such animal and any violations caused by the animal.
- (C) It shall be unlawful for any person to refuse to surrender any such stray animal to the Police Department, Animal Services, or person duly authorized upon demand.
- (D) The purpose of this Section is to aid in rabies control and to prevent the intentional or unintentional possession of pets belonging to other persons.

## **SECTION XI Impoundment and Reclaiming of Captured Animals**

- (A) Any animal within the Town without an owner or person in possession, any animal running at large within the Town, or any animal whose owner or person in possession fails to have the animal vaccinated in accordance with the laws of the State, or an animal appearing within the Town without a rabies vaccination tag shall be taken by Animal Services and confined for a period of time until reclaimed by the owner or person in possession with a pre-paid rabies voucher, adopted with a pre-paid rabies voucher or euthanized by Animal Services.
- (B) If any animal is not redeemed by the owner or person in possession within three (3) days from the time Animal Services takes possession of the animal, the animal shall be put up for adoption or disposed of under the regulations set forth by the County Ordinance and the North Carolina General Statutes.
- (C) In order for the owner or person in possession to redeem an animal, such owner or person in possession must first show that the rabies vaccination tag has been procured. In addition the owner or person in possession shall pay a redemption fee, which will be approved by the Harnett County Board of Commissioners. The owner or person in possession must pay daily expenses for boarding and caring for the animal at the Harnett County Animal Shelter.

## **SECTION XII Potentially Dangerous and Dangerous Dogs**

- (A) It shall be unlawful for a citizen to keep a dog within the corporate limits of the Town a dog that has been deemed a “Potentially Dangerous Dog” or “Dangerous Dog” in accordance with the County Ordinance.
- (B) Any owner or person in possession found in violation of this Section will be required to release the dog to Animal Services for euthanasia and will face a civil fine of \$400.00.



### **SECTION XIII Public Nuisance**

In addition to the acts listed in Section VI.6 “Public Nuisance” of the County Ordinance, an animal may also be deemed a public nuisance when the animal habitually or repeatedly, without provocation, barks, whines, or howls in an excessive nature.

### **SECTION XIV Enforcement, Penalties and Remedies**

#### **Enforcement Administration**

Primary responsibility for enforcing the provisions of this chapter is assigned to Animal Services pursuant to the terms and conditions of a duly executed interlocal agreement between the Towns and the County of Harnett. Municipal Police Departments will assist when needed.

#### **Penalties and Remedies**

(A) Misdemeanor:

Notwithstanding any civil penalties outlines herein, any person violating any provision of this Municipal Ordinance or the applicable provisions of the County Ordinance constitutes a misdemeanor and shall be punishable under North Carolina General Statute § 14-4 or any other applicable section for misdemeanor sentencing. Each day’s continuing violation shall constitute a separate offense.

(B) Equitable Remedies

This Municipal Ordinance and the applicable provisions of the County Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.

(C) Civil Penalties

In addition to other remedies for violations of this Municipal Ordinance and the applicable provisions of the County Ordinance, the Animal Services Manager or any person authorized by him/her may issue to the owner or person in possession of said animal, a citation giving notice of the violation(s) of this Municipal Ordinance or applicable provisions of the County Ordinance. Any such official shall be authorized to secure the name, address, and birth date of the owner or person in possession of the animal in violation. Citations issued may be delivered in person or mailed by registered or certified mail to the person charged if he/she cannot otherwise be readily located. Any such citation shall impose upon the owner or person in possession a civil penalty of \$100.00 per animal for the first violation, \$200.00 for the second violation, and \$400.00 for the third and any subsequent violation. Said penalties must be paid within (20) consecutive days to Animal Services.

**SECTION XV Ordinance in Conflict**

All ordinances in conflict with the provisions of this Municipal Ordinance are repealed to the extent of such conflict.

**Ordinance Adoption**

This Ordinance shall become effective upon adoption by all of the Towns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2022 by the Town of Angier

**BY:** \_\_\_\_\_  
Robert K. Smith, Mayor

**ATTEST:**

\_\_\_\_\_  
Veronica Hardaway, Town Clerk

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Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2022 by the Town of Coats

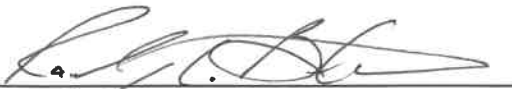
**BY:** \_\_\_\_\_  
Chris Coats, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Lassiter, Town Clerk

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Adopted this the 3<sup>rd</sup> day of November 2022 by the Town of Erwin

BY:   
Randy L. Baker, Mayor

**ATTEST:**

  
Lauren Evans, Town Clerk

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2022 by the Town of Lillington

**BY:** \_\_\_\_\_  
Glenn McFadden, Mayor

**ATTEST:**

\_\_\_\_\_  
Lindsey Lucas, Town Clerk

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: November 3, 2022

Subject: Al Woodall Park Paving

---

We received three bids for the resurfacing project at Al Woodall Park. The price of asphalt continues to rise and the prices came in higher than expected. We did discuss seal coating the parking lot but after further evaluation, we decided the best step to take is to resurface the parking lot with asphalt. In the bid, we included moving forward with paving the existing gravel parking lot with asphalt.

In the budget, we included funds of \$140,000 to pave the parking lot at Al Woodall and put a new roof on the gym. If we still want to move forward with this project we will need to move some funds to cover the costs.

At our workshop meeting on October 24<sup>th</sup>, 2022 it was the consensus of the board to move forward with this project. We will award the project to Johnson Brothers Utility and Paving. Johnson Brothers Utility and Paving will resurface the entire parking lot, put new curb stops out, repaint the parking spaces, and asphalt the existing gravel parking lot. The consensus of the board was to also move forward with the alternate bid of \$17,500 to include a secondary entrance/exit to the parking lot at Al Woodall Park.

### Action Recommended:

- Award Al Woodall Parking Lot project to Johnson Brothers Utility and Paving
  - \$115,000 to resurface the existing parking lot
  - \$27,500 to pave the existing gravel parking lot
  - \$17,500 to install a secondary entrance to Al Woodall Park
  - Total project costs \$160,000

### Attachments:

- Town Engineer Bill Dreitzler memo
- Johnson Brothers Utility and Paving bid



**TOWN OF ERWIN**  
Post Office Box 459  
Erwin, NC 28339  
(910) 897-5140

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

**DATE:** October 13, 2022  
**TO:** Snow Bowden, Town Manager  
**FROM:** Bill Dreitzler, P.E., Town Engineer  
**RE:** Al Woodall Municipal Park – Parking Lot Resurfacing

Mr. Bowden,

The Town of Erwin Recreation Department solicited bids for the resurfacing of the Al Woodall Municipal Park Parking Lot. In addition, the existing gravel overflow area is to be asphalt surfaced. As an alternate, the Town will consider the installation of a secondary driveway access to West A Street. The Bid Form was made available on September 15, 2022.

On Wednesday, October 12, 2022 bids were due for the project. The following bids were received:

**Highland Paving Company, LLC: \$ 175,500.00**  
**Johnson Brothers Utility & Paving: \$ 142,500.00**  
**Barnhill Contracting Company: \$ 251,000.00**

I have completed my evaluation of the bids and recommend award to Johnson Brothers Utility & Paving Co., inc., in the amount of \$142,500.00. Should the Town desire to include the alternative drive access to West A Street, the bid amount is \$17,500. The scope of the alternative drive is included on page 5 of the Request for Bids which is attached for reference. In addition, please find attached the bid submittals from the contractors listed above.

Sincerely,

William W. Dreitzler, P.E.  
Town Engineer





## **REQUEST FOR BIDS**

**AL WOODALL MUNICIPAL PARK  
PARKING LOT RESURFACING**

### **REQUESTED BY:**

**TOWN OF ERWIN  
RECREATION DEPARTMENT  
810 South 16<sup>th</sup> Street  
Erwin, NC 28339**

**DATE OF ISSUE: September 15, 2022**

**BIDS DUE: Wednesday, October 12, 2022 by 2:00 PM**

**JOHNSON BROTHERS**

# Request for Bids

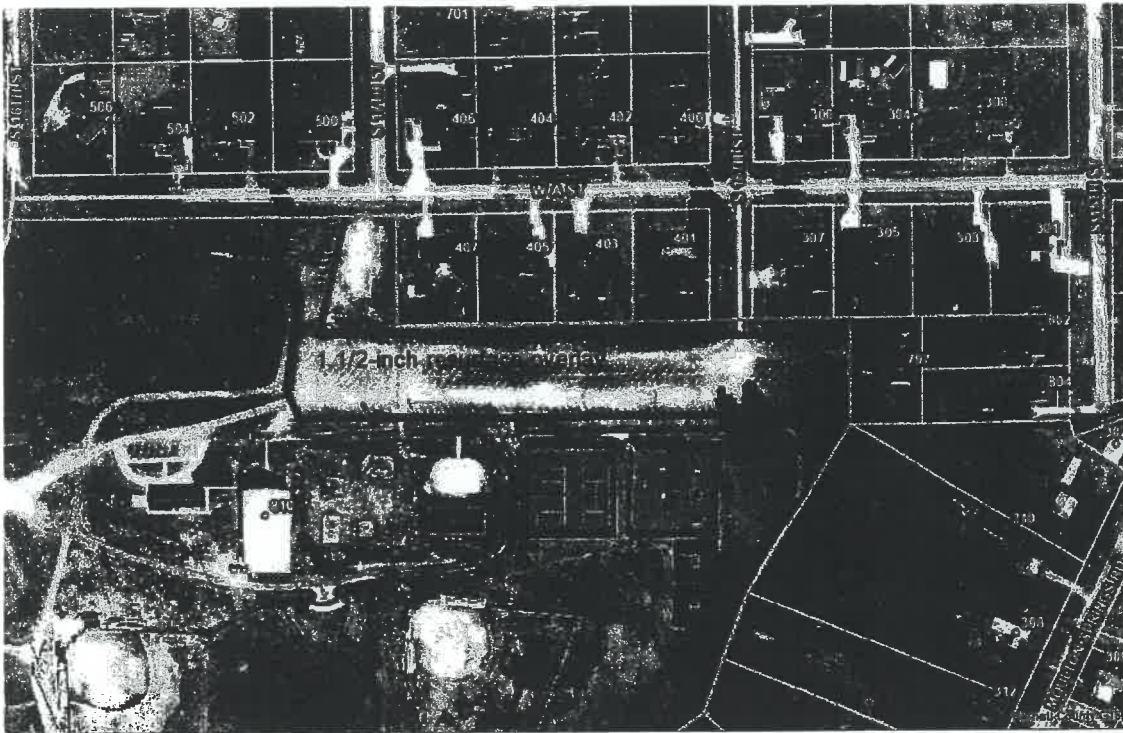
## AL WOODALL MUNICIPAL PARK – PARKING LOT RESURFACING

### PROJECT DESCRIPTION

- The Town of Erwin Recreation Department is soliciting bids for the resurfacing of the Al Woodall Municipal Park Parking Lot. In addition, the existing gravel overflow area is to be asphalt surfaced. As an alternate, the Town will consider the installation of an alternative driveway access to West A Street.

### SCOPE OF WORK

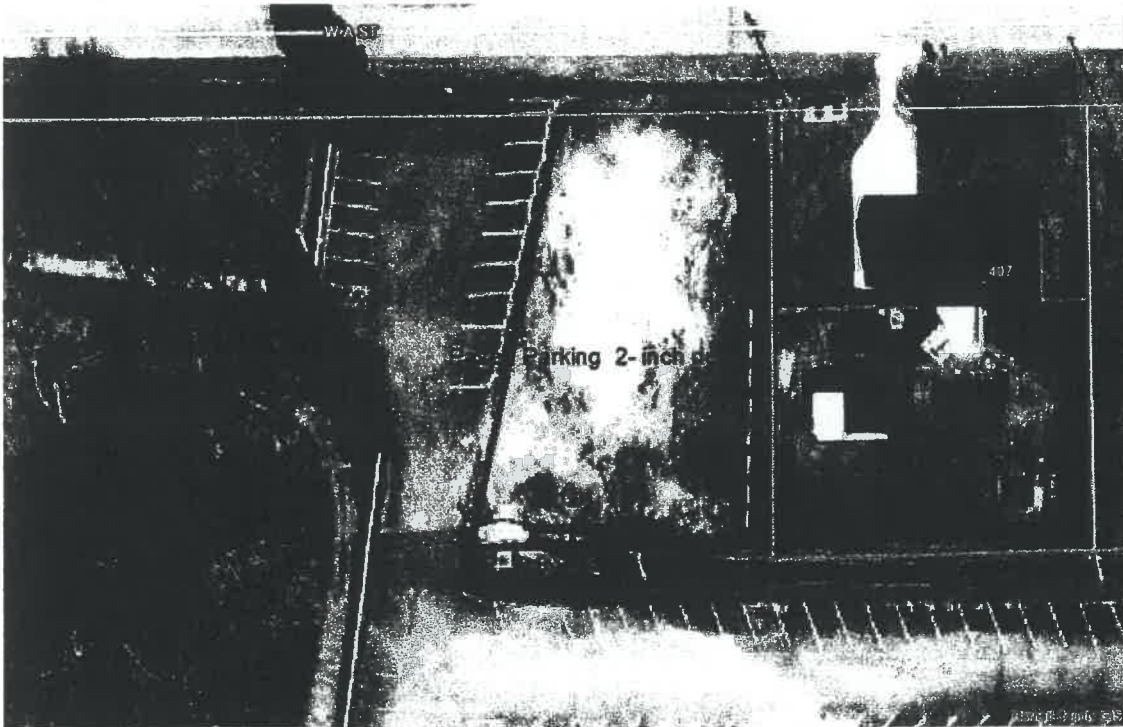
#### RESURFACE EXISTING PARKING LOT:



1. Sweep and clean existing parking lot.
2. Apply tack coat.
3. 1 ½-inch RS9.5B asphalt overlay lift.
4. Re-stripe parking spaces based on the existing layout.
5. Replace existing parking wheel stops with new and painted yellow.

# Request for Bids

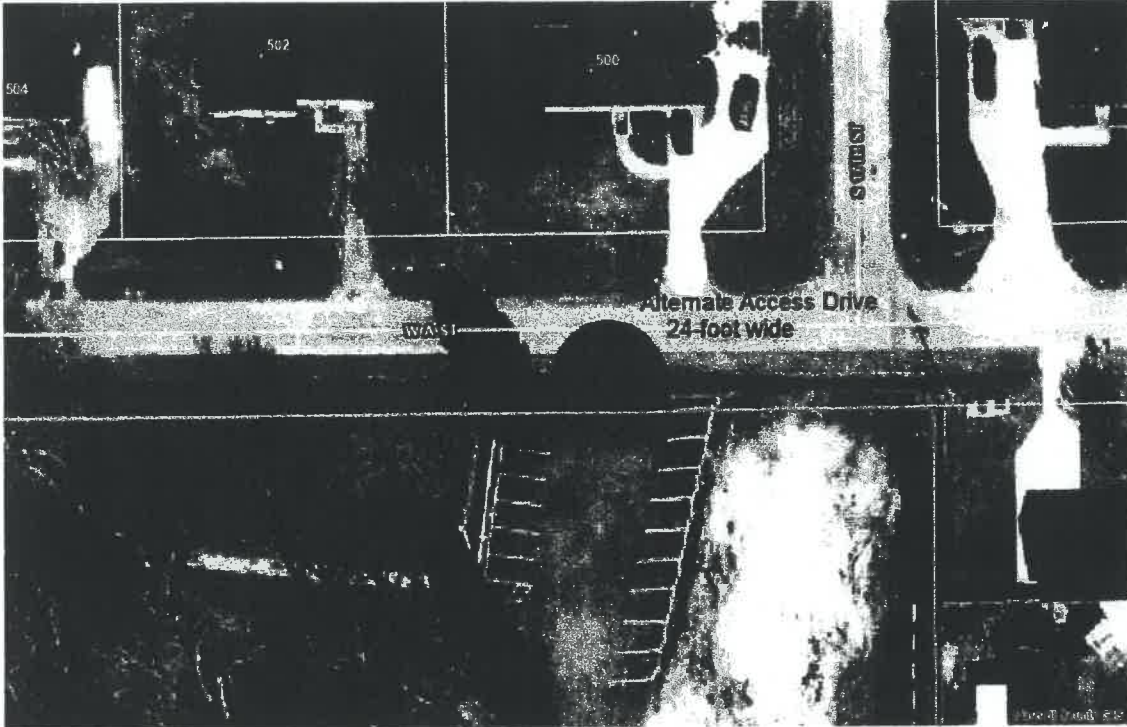
## PAVE EXISTING GRAVEL OVERFLOW PARKING AREA:



1. Re-grade the overflow parking existing stone base.
2. Install 2-inch depth RS9.5B asphalt.
3. Coordinate with the Town regarding a striping plan.
4. Coordinate with the Town regarding a controlled ingress/egress location for the overflow parking area.
5. Provide striping of the newly paved parking area.

# Request for Bids

## ALTERNATIVE PARK ACCESS DRIVE:



1. Install a 24-foot wide alternate driveway access at the general location shown above.
2. Provide a 25-foot radius for the driveway access.
3. Pavement section shall be 6-inch ABC and 2-inch RS9.5B asphalt.
4. Include a 15-inch diameter RCP driveway culvert.
5. If needed, re-grade the West A Street ditch line at 50-feet either side of the driveway culvert to assure positive drainage.
6. Provide striping of the access drive to include turn arrows and a stop bar.

### SUBMISSION OF BIDS

Bids shall be due no later than 2:00 pm on Wednesday, October 12, 2022. Bid submittals may be via mail or delivery. Mail delivery shall be to:

# Request for Bids

TOWN OF ERWIN  
RECREATION DEPARTMENT  
P.O. Box 459  
Erwin, NC 28339  
Attention: Doug Stevens

Hand delivery shall be to:

TOWN OF ERWIN  
RECREATION DEPARTMENT  
810 South 16<sup>th</sup> Street  
Erwin, NC 28339  
Attention: Doug Stevens

Questions should be directed to Doug Stevens, Recreation Department Director at [dstevens@erwin-nc.org](mailto:dstevens@erwin-nc.org) or by phone at 910-897-5840.

## LUMP SUM BIDS

RESURFACE EXISTING PARKING LOT BID PRICE:

\$115,000.00

PAVE EXISTING GRAVEL OVERFLOW PARKING AREA BID PRICE:

\$27,500.00

TOTAL LUMP SUM BASE BID: \$142,500.00

## LUMP SUM BID ALTERNATE

ALTERNATIVE PARK ACCESS DRIVE BID PRICE:

\$17,500.00

# Request for Bids

Contractor's Name: Johnson Bros. Utility & Paving Co., Inc.

Contractor's Address: 1924 North Main Street  
Killington, N.C. 27546

Contractor's License Number: 4534

Contractor's Phone Number: 910-893-8378

Contractor's Signature/Title: David Johnson  
Vice-President



**END BID FORM**

**MINUTES CONTINUED FROM NOVEMBER 3, 2022**

The Chamber will have the annual tree lighting ceremony on Monday, November 28<sup>th</sup>, at 6 PM. The Christmas Parade will be on December 5<sup>th</sup>, at 7 PM. There will be a float for the Commissioners and their spouses to ride on. He will be reaching out to each of the Board Members to discuss moving our November Workshop meeting to an earlier time so everyone could be present for the Tree Lighting.

Staff has submitted the final reimbursement request to PARTF Organization for the improvements at Al Woodall Park. The Town should get our final reimbursement by the end of November. He stated they will have a final close-out meeting with the PATF Committee on November 16<sup>th</sup>. He submitted a grant application to the State Department of Commerce for \$800,000 for funding for the Depot Project. He also applied for the Town to be a member of a program called CORE (Creating Outdoor Recreation Economies). We have a lot of assets in Town we can use more often. The LED Sign and Community Building Signs should both be here within 4 weeks.

He met with the company that did the designs for the Community Building Bathrooms and hopefully, he plans to hear from them in a week or two but construction will not start until after the Holidays. Ample Storage has submitted plans to the Town for the storage buildings over where the old White House Restaurant used to be. They also submitted their drawing to the NCDEQ and DOT for driveway permits. They will start tearing down the old building when they locate the septic tank. The Town did approve a plan for the Urgent Care facility off of 421, next to Aarons. He, Mayor Baker, and Mayor Pro Tem Blackman had a phone call with the person who has put in an offer on the Mill Business Complex. They introduced themselves. They are hoping to close by the end of the year. Our Code Enforcement Office started about two weeks ago and had sent out over 55 notices so far.

**ATTORNEY'S REPORT**

Town Attorney Tim Morris stated he was thankful to be the Town Attorney. He stated he looked at the Cloudwyze contract but it is outside of his lane.

**GOVERNING COMMENTS**

Commissioner Turnage stated he was so happy to see the pavement fixed at Denim Drive and Masonic Road and he thanked Mayor Baker for helping to get that done. He expressed his concern about the grate in front of the Pizza House. A gentleman fell and scraped his knee. He asked Town Staff to see what they can do to get that fixed. He recommended painting it yellow to bring attention to it.

Commissioner Nelson thanks Ms. Lech for coming to speak to the Board. He stated he agreed that Police Salary should be raised. He stated he still wanted to see a Community Program for young kids and a little touch of Jesus.

Commissioner Byrd stated he met our Code Enforcement Officer, Chris Jones, who is a fine young man. He wanted to thank him for getting rid of the eye sores in Town. He is pleased with

**MINUTES CONTINUED FROM NOVEMBER 3, 2022**

the efforts on Warren Rd and Moulton Spring Road. He asked Snow to look into an issue on Godwin Street.

Commissioner McKoy thanked staff for the fine work they do. He echoed Commissioner Nelson's statement about the need for a Program for our kids. He stated there is an issue with a pothole on N Street when you turn off 13<sup>th</sup> Street. He asked everyone to pray for his brother. He thanked the citizens for coming and encouraged them to attend every first Thursday of the month at 7 PM unless otherwise posted.

Mayor Baker stated the Town of Erwin has been very blessed for a long time with staff and citizens. All the positive comments tonight were from the efforts and hard work of Town Staff. We will keep Commissioner McKoy's brother in our thought and prayers. He informed everyone that our next regular meeting will be on December 1<sup>st</sup> at 7 PM. He encouraged everyone to participate. He wished the Board, Staff, and Citizens a Happy Thanksgiving.

**ADJOURNMENT**

Commissioner Byrd made a motion to adjourn at 7:37 P.M. and was seconded by Commissioner Nelson. **The Board voted unanimously.**

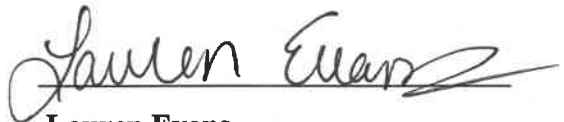
**MINUTES RECORDED AND TYPED BY  
LAUREN EVANS TOWN CLERK**

**ATTEST:**



**Randy Baker**

**Mayor**



**Lauren Evans**

**Town Clerk**