

**THE ERWIN BOARD OF COMMISSIONERS
OCTOBER 2022 REGULAR WORKSHOP
MONDAY, OCTOBER 24, 2022 @ 6:00 P.M.
ERWIN MUNICIPAL BUILDING BOARDROOM**

AGENDA

1. **MEETING CALLED TO ORDER**
 - A. Invocation
 - B. Pledge of Allegiance
2. **AGENDA ADJUSTMENTS /APPROVAL OF AGENDA**
3. **SPECIAL PRESENTATION- HIGHWAY 421 CORRIDOR- JAY SIKES, HARNETT COUNTY (Page 2)**
4. ***SPECIAL PRESENTATION- EAGLE SCOUT PROJECT- AIDAN JOHNSON***
5. **OLD BUSINESS**
 - A. Cloudwyze **(Page 23)**
6. **NEW BUSINESS**
 - A. Animal Control Ordinance **(Page 38)**
 - B. Pavement Conditional Study **(Page 51)**
 - C. Al Woodall Park Paving **(Page 62)**
 - D. North Carolina Grant **(Page 85)**
 - E. Potential New Advisory Boards **(Page 86)**
 - F. ZT-2022-006 **(Page 87)**
7. **MANAGER'S REPORT**
8. **GOVERNING COMMENTS**
9. **ADJOURNMENT**

ERWIN BOARD OF COMMISSIONERS
REGULAR WORKSHOP MINUTES
OCTOBER 24, 2022
ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding, held its Regular Workshop in the Erwin Municipal Building Board Room on Monday, October 24, 2022, at 6:00 P.M. in Erwin, North Carolina.

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

Board Member absent was: Commissioner Alvester McKoy.

Town Manager Snow Bowden, Town Clerk Lauren Evans, and Town Engineer Bill Dreitzler were present.

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

Commissioner Nelson gave the invocation.

Commissioner Byrd led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

Town Manager Snow Bowden requested to add Eagle Scout Presentation- Aidan Johnson as Item 4 after Jay Sikes' presentation. Aidan wanted to do a project for the Town of Erwin.

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

SPECIAL PRESENTATION- HIGHWAY 421 CORRIDOR- JAY SIKES, HARNETT COUNTY

Jay Sikes, Assistant Director of Harnett County Development Services, came forward and addressed the Board. He provided with Board with a slide show presentation of a Highway 421 Corridor project Harnett County had just completed. He hoped that maybe this project would give the Town something to think about when preparing the new Land Use Plan. He stated the project was a 6-month process and turned into a large zoning text amendment. The overall Corridor is 600 feet. In the presentation, he showed the Board the potential in Erwin if the Town were to participate in the project in the future. You would not be rezoning anyone's property, it would just be a blanket zoning to capture new residential stuff.

Mayor Baker stated this would offer protection to the individual who would want to come to Erwin with a multimillion-dollar project on this corridor.

MINUTES CONTINUED FROM OCTOBER 24, 2022

Commissioner Turnage stated that growth is coming and we have to do everything we can to prepare for it. We cannot wait until it gets here to do anything about it.

EAGLE SCOUT PRESENTATION- AIDAN JOHNSON

Aidan Johnson came forward and addressed the Board. He stated his mother is Susan Johnson, and she was born, raised, and still lives and works in Erwin, She has been a teacher at Erwin Elementary School for the past 22 years. Her maiden name was Royal, and her parents David and Cindy Royal, and grandparents Clifton and Peggy Royal were/are all lifelong residents of Erwin. All of this is to simply say that Erwin has always held a special place in my family's heart, which is what makes this Eagle Scout project that much more meaningful for our family. Our Boy Scout Troop (Troop 157) is led by Tyrus Clayton and Paul Licary, and in fact, Tyrus' son Daniel Clayton is the one who recently installed the handicapped sidewalk in front of the Erwin Historical Museum for his Eagle Scout project. Aidan also wanted to do something for the Historical Museum as his grandfather (David Royal) was a founding member and donated several items that are still on display in the museum, and as such, that place holds special memories for our family in remembering him. In evaluating the various needs of the Museum, he noticed that there was currently nowhere to sit and relax outside of the museum. As such, his Eagle Scout project is to install a custom metal bench that will sit directly behind the newly installed sidewalk. He would carve out an approximate 8 x 8 area immediately behind the sidewalk (sorta caddy-cornered where the two sidewalks connect) and put down artificial mulch therein. The bench would then be positioned w/in the new mulch bed. We are working with Billy's Welding & Repair in Erwin to design and create the metal bench. He hoped that his Eagle Scout Project would be a welcome addition to the Erwin Historical Society Museum. He thanked the Board for their consideration.

The consensus of the Board was to move forward and place this on our Consent Agenda for our Regularly Scheduled Meeting in November.

OLD BUSINESS**Cloudwyze**

Town Manager Snow Bowden stated that staff received an easement agreement, encroachment agreement, shared warehouse space, and construction landing pad request. Town Attorney Tim Morris has reviewed the agreement and did not find any issues with it. He stated he will look into the easement agreement to make sure it will not conflict with our Cell Tower Lease, which he will do prior to our November Meeting.

The consensus of the Board was to remove the Shared Warehouse Agreement and place this on our Consent Agenda for our Regularly Scheduled Meeting in November.

NEW BUSINESS**Animal Control Ordinance**

Town Manager Snow Bowden informed the Board that Harnett County recently updated their Animal Control Ordinance and wanted to change the language in the Municipal Ordinance to be in



Navigating the Eagle Scout Service Project

Information for Project Beneficiaries

Thank You and Congratulations

Congratulations on your selection as an Eagle Scout service project beneficiary, and thank you for the opportunity you are making available to an Eagle Scout candidate. Support from community organizations is important to Scouting—just as important as Scouting's contributions are to the community. Scouts provide important services, and benefiting organizations such as yours provides a vehicle for personal growth.

The Eagle Scout Rank and the Service Project

Service to others is an important part of the Scout Oath: "... to help other people at all times." Each year tens of thousands of Scouts strive to achieve the coveted Eagle Scout rank by applying character, citizenship, and Scouting values in their daily lives. One of the rank requirements is to plan, develop, and give leadership to others in a service project helpful to any religious institution, school, or community. Through this requirement, Scouts practice what they have learned and gain valuable project management and leadership experience.

Typical Projects

There are thousands of possible Eagle Scout projects. Some involve building things, and others do not. There have been all kinds: making birdhouses for an arboretum, conducting bicycle safety rodeos, constructing park picnic tables or benches, upgrading hiking trails, planting trees, conducting well-planned blood drives, and on and on. Other than the general limitations noted below, there are no specific requirements for project scope or for how many hours are worked, and there is no requirement that a project have lasting value. What is most important is the impact or benefit the project will provide to your organization. In choosing a project, remember it must be something a group with perhaps limited skills can accomplish under the leadership of your Eagle Scout candidate. In order to fulfill the requirement, the Scout must be the one to lead the project. Therefore, it is important that you work with the Scout and not with the Scout's parents or leaders.

Projects Restrictions and Limitations

- Fundraising is permitted only for facilitating a project. Efforts that primarily collect money, even for worthy charities, are not permitted.
- Routine labor, like a service Scouts may provide as part of their daily lives such as mowing or weeding a church lawn, is not normally appropriate. However, if project scale and impact are sufficient to require planning and leadership, then it may be considered.
- Projects are not to be of a commercial nature or for a business, though some aspects of a business operation provided as a service, such as a community park, may qualify.
- The Scout is not responsible for any maintenance of a project once it is completed.

Approving the Project Proposal and Project Scheduling

Once a potential project is identified, you must approve your Scout's proposal. Regular communications with the Scout can make this quick and easy, but be sure you have both discussed and considered all aspects of the project to ensure your Scout has a clear understanding of your expectations and limitations. Keep in mind the proposal is merely an overview—not a comprehensive project plan.

Some projects may take only a few weeks or months to plan and carry out, while others may take longer. Scouts working toward the Eagle rank are typically busy, so scheduling flexibility may be important. The proposal must also have several approvals, besides yours, before project planning occurs and work begins. Therefore, if a proposed project must be completed by a certain rapidly approaching date, it may be a good idea to consider something different. Remember, too, that all work must be completed before the Scout's 18th birthday.

Approving Project Plans

After the proposal is approved by the BSA local council, your Scout must develop a plan for implementing the project. Before work begins, you should ask to see the plan. It may come in any format you desire or are willing to accept. It could even be a detailed verbal description. That said, the BSA includes a "Project Plan" form in your Scout's Eagle Scout Service Project Workbook, and we recommend that you ask your Scout to use it. If in your plan review you have any concerns the project may run into trouble or not produce the results you want, do not hesitate to require improvements before work begins.

Permits, Permissions, and Authorizations

- If the project requires building permits, etc., your Scout needs to know about them for planning purposes. However, your organization must be responsible for all permitting. This is not a duty for the Scout.
- Your organization must sign any contracts.
- If digging is involved, it is your responsibility to locate, mark, and protect underground utilities as necessary.
- If you need approval from a committee, your organization's management, or a parent organization, etc., be sure to allow additional time and let the Scout know if their help is needed.

Funding the Project

Eagle service projects often require fundraising. Donations of any money, materials, or services must be pre-approved by the BSA unless provided by your organization; by the Scout, the Scout's parents, or relatives; or by the Scout's unit or its chartered organization. The Scout must make it clear to donors or fundraising event participants that the money is being raised on the project beneficiary's behalf, and that the beneficiary will retain any leftover funds. If receipts are needed, your organization must provide them. If your organization is not allowed to retain leftover funds, you should designate a charity to receive them or turn them over to your Scout's unit.

Supervision

To meet the requirement to "give leadership to others," your Scout must be given every opportunity to succeed independently without direct supervision. The Scout's troop must provide adults to assist or keep an eye on things, and your organization should also have someone available. The Scout, however, must provide the leadership necessary for project completion without adult interference.

Safety

Through the proposal and planning process, the Scout will identify potential hazards and risks and outline strategies to prevent and handle injuries or emergencies. Scouts as minors, however, cannot be held responsible for safety. Adults must accept this responsibility. Property owners, for example, are responsible for issues and hazards related to their property or employees and any other individuals or circumstances they would normally be responsible for controlling. If during project execution you have any concerns about health and safety, please share them with the Scout and the unit leaders so action may be taken. If necessary, you may stop work on the project until concerns are resolved.

Project Execution and Approval

After the project has been carried out, your Scout will ask for your approval on their project report. The report will be used in the final review of the Scout's qualifications for the Eagle Scout rank. If the Scout has met your reasonable expectations, you should approve the project; if not, you should ask for corrections. This is not the time, however, to request changes or additions beyond what was originally agreed.

The Eagle Scout service project is an accomplishment a Scout will always remember. Your reward will be a helpful project and, more important, the knowledge you have contributed to a young Scout's growth.

Navigating the Eagle Scout Service Project is available for download at <http://www.scouting.org/advancement>

UNIFIED DEVELOPMENT ORDINANCE

OF

HARNETT COUNTY, NORTH CAROLINA



Adopted
October 17, 2011

Amended September 16, 2019

Harnett County Unified Development Ordinance

US 421 Ed-Med Corridor Text/Zoning Map Amendments

June 13, 2022



Harnett
C O U N T Y
NORTH CAROLINA



STEWART

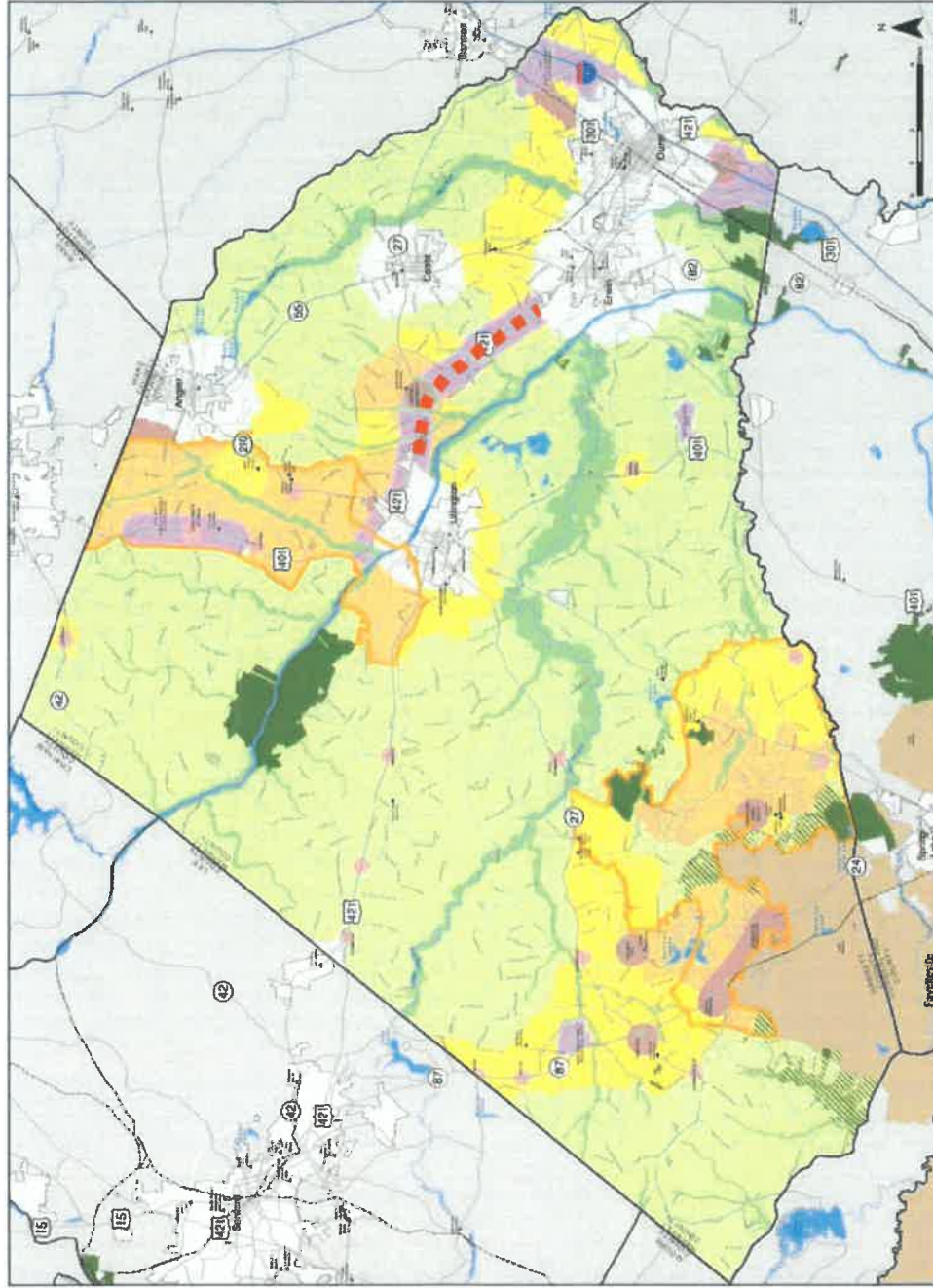
Project Background



Strategy LU-1.5.1: Develop small-area concept plans that can be used to brand and market future employment centers, preserve/improve access, and reduce future land use conflicts. The Ed-Med Corridor, US 401 Employment Corridor, and the I-95 Employment Corridor are locations where conceptual plans paired with marketing efforts would be advantageous.

Strategy LU-3.3.1: Consider design guidelines or standards similar to the Highway Corridor Overlay District for Compact Mixed Use areas.

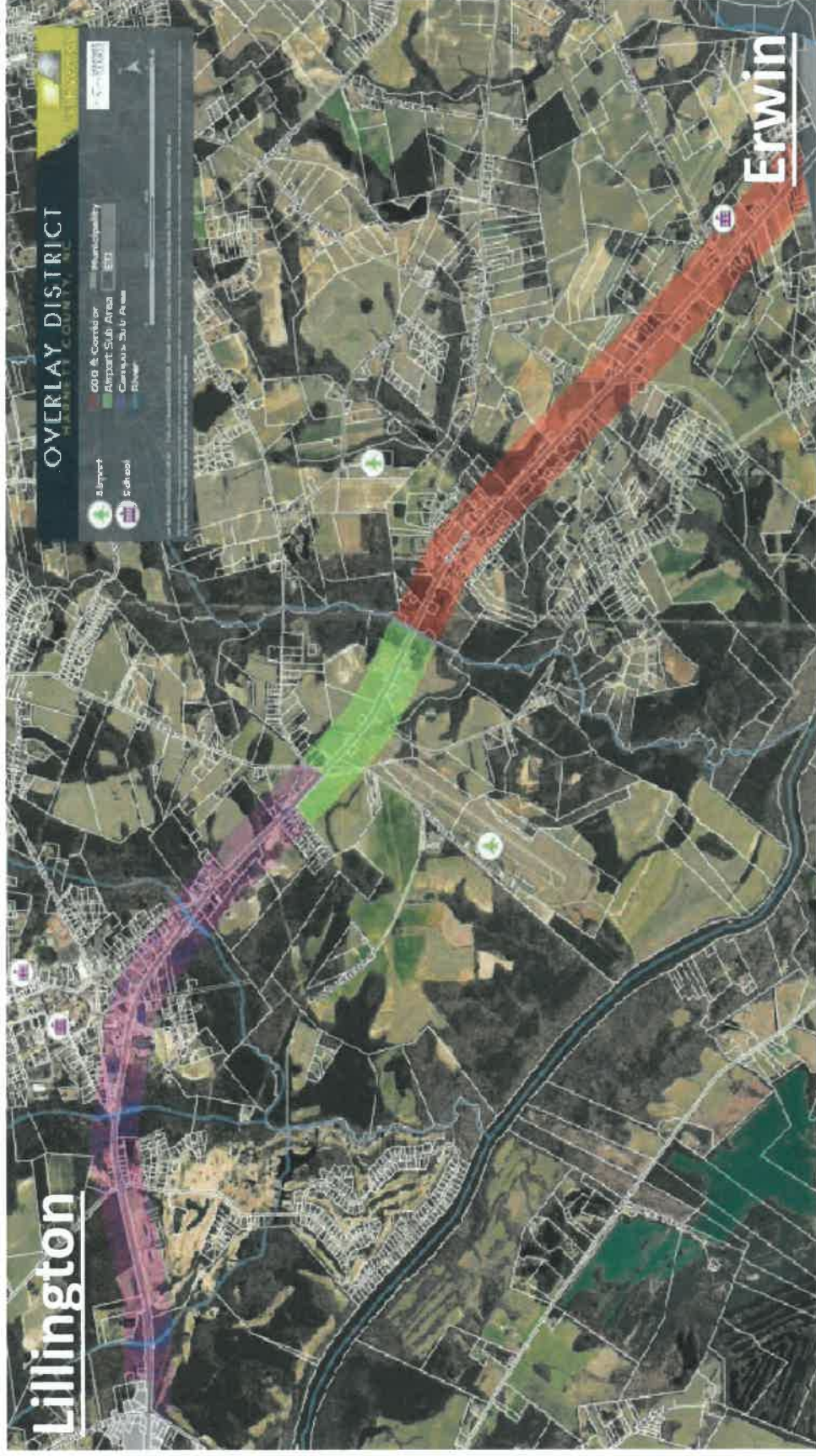
Strategy LU-3.3.2: Require new buildings, near Development Nodes, to be located close to the street with minimal parking in front. Consider revising UDO to include maximum setbacks in addition to minimum setbacks (based on total right-of-way needed with planned improvements).



Employment Mixed Use:

These areas are located along major thoroughfares and include prime locations for economic development opportunities. Uses encouraged in the Employment Mixed Use areas include but are not limited to industrial, warehouse, office, research and development, tech-flex, medical, energy and distribution. Residential development is appropriate only when not in conflict with existing or future industry or commercial uses.

Project Area



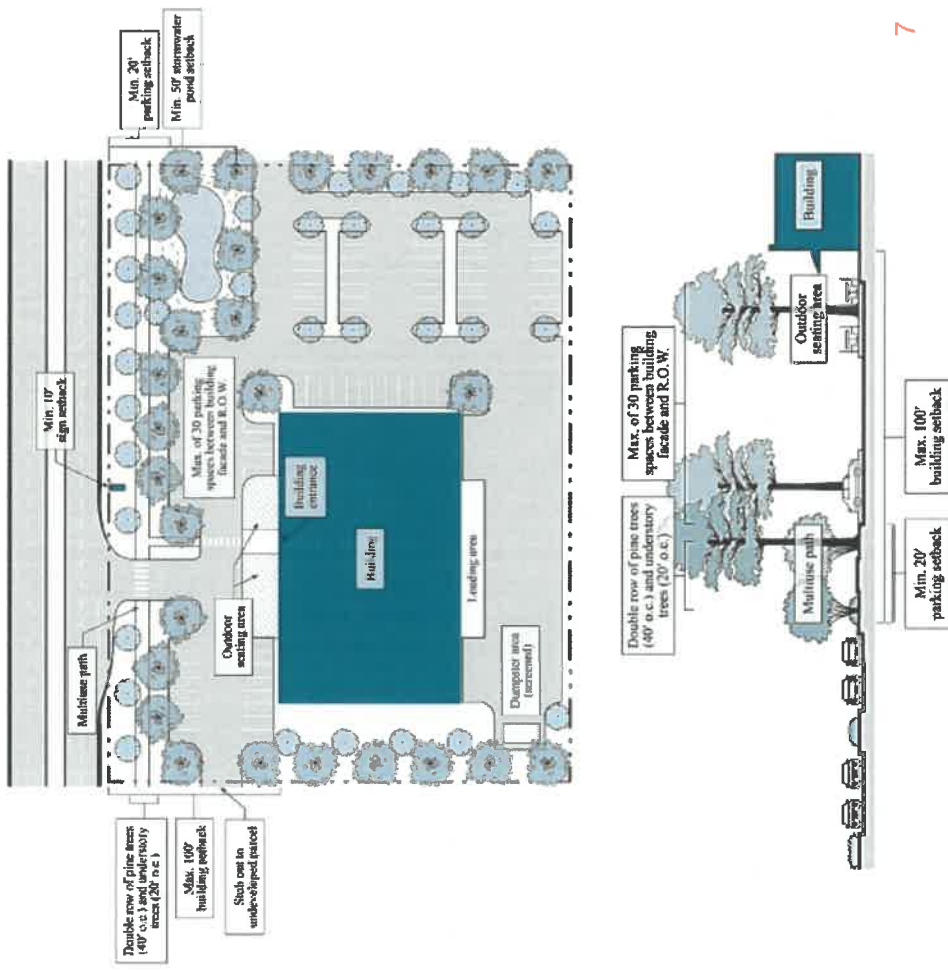
Project Summary

- **New Zoning Overlay District (EM-HCO, Ed-Med Highway Overlay District)**
 - *600' along both sides of US 421*
 - *Two sub-areas Campus & Airport*
- **Enhanced & contextual building & development design standards**
- **Uniform landscaping**
- **Vehicular access control**



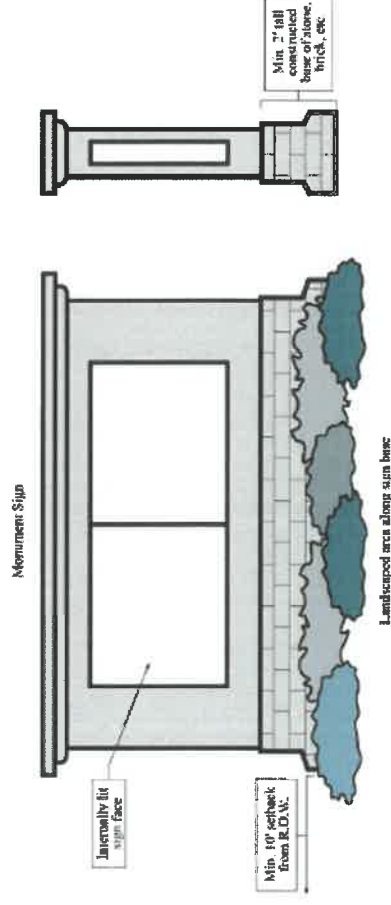
Development Standards

- Building location & height
- Access
- Parking
- Pedestrian Accessibility
- Signage
- Landscaping & Screening
- Building Design
- Lighting



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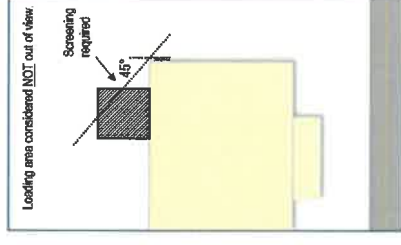
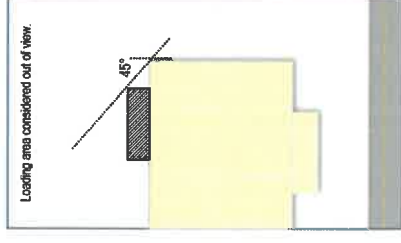
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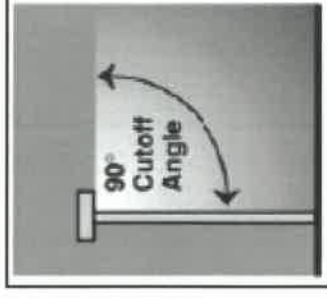
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- **Lighting**
- Building Design



Building Design Standards

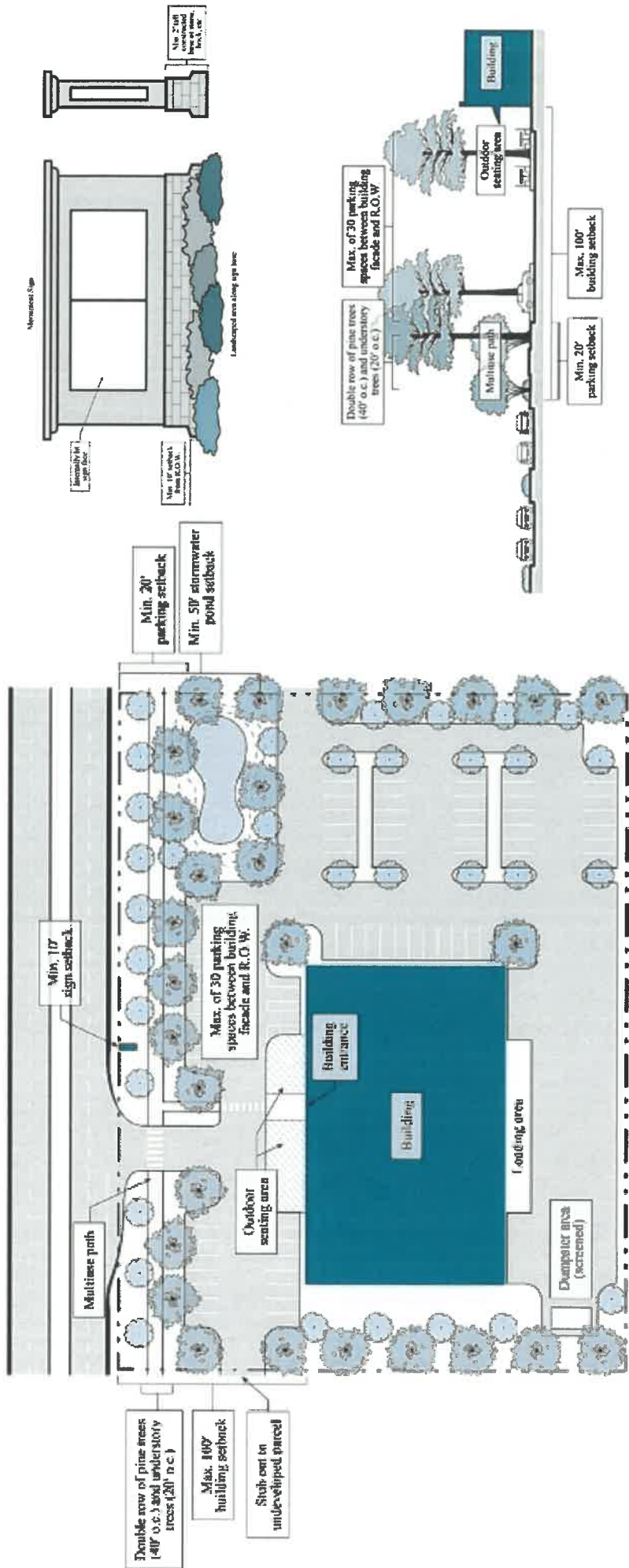
- **Campus Sub-Area**
 - **Focus on context (Campbell University)**
 - **Windows, walls, building height, roofline, etc.**
 - **Building materials & colors**
 - **Outdoor spaces**



Building Design Standards

- **Airport Sub Area**
 - **Industrial design in nature**
 - **Minimal “industrial style” design standards**
 - **Limited building height (including height of landscaping)**
 - **Create an “industrial, R&D type structures.”**





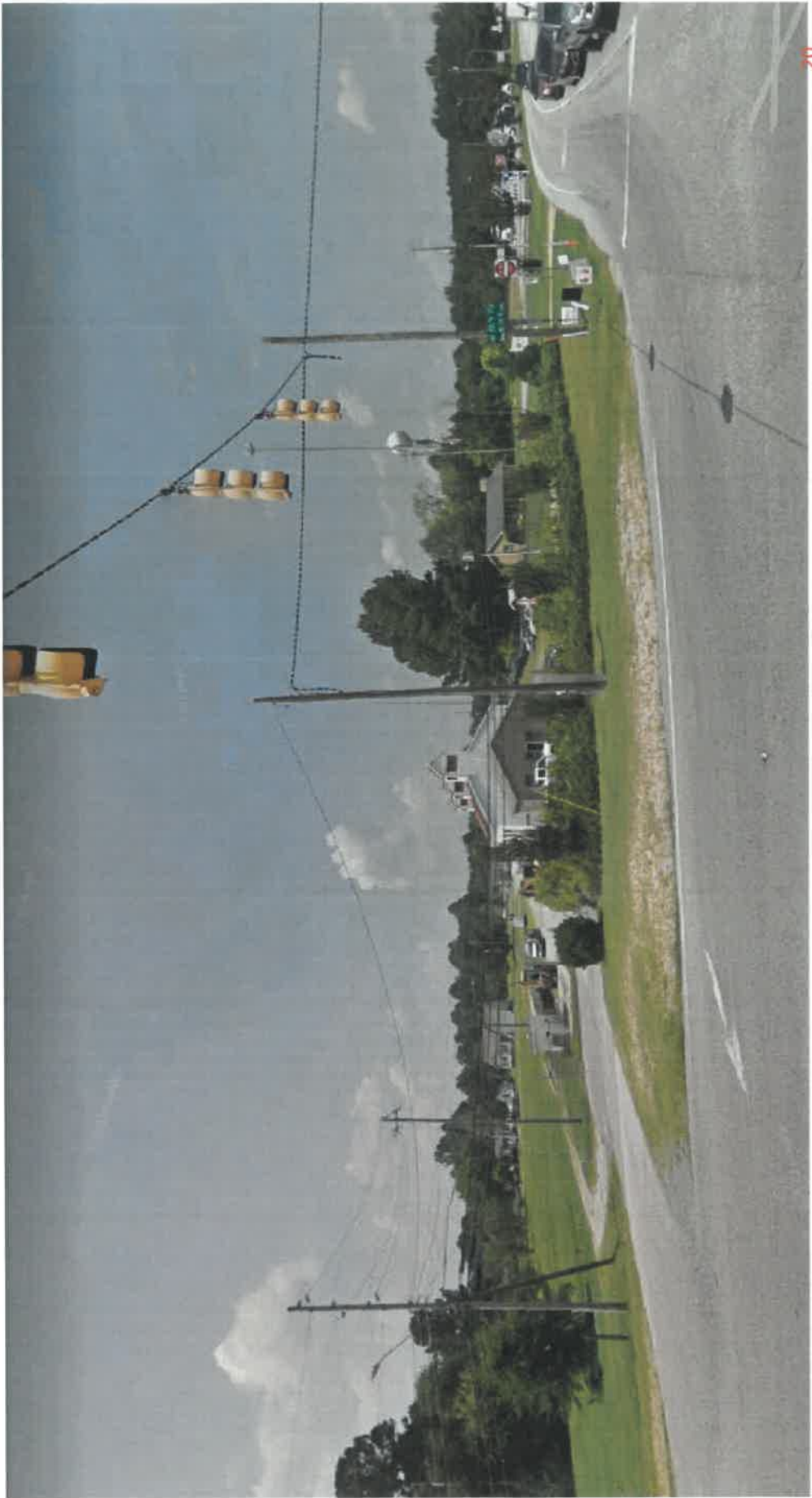














Next Steps

- **Final Amendments**
- **Meeting with stakeholders**
- **Public meeting**
- **Public hearing(s) for adoption**

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 24, 2022

Subject: Cloud Wyze

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 permeant easement to build a small shelter at 818 North 14th Street (next to the cell tower)
- They have also requested to be able to use a section of our Public Works building for storage.

I did mention that I had some concerns with the request to use our Public Works building for storage. They do not mind bringing in a temporary construction trailer which I think would be a better option for this project.

Attachments:

- Construction landing pad request
- Easement agreement
- Encroachment agreement
- Shared warehouse space

Construction Landing Pad

Description:

CloudWyzé 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, CloudWyzé 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 ____ day of _____, 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: _____
Name: _____
Title: _____

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

On this ___ day of _____, 2022, before me _____, a notary public, personally appeared _____, _____ 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.

Name: _____
My Commission: _____

EXHIBIT A
Legal Description of the Grantor Property

COMMENCING at an existing iron pipe at the Point of Intersection of the Northern R/W margin of West "N" Street, 60' R/W and the Eastern R/W margin of North 14th Street, 50' R/W in the Town of Erwin, North Carolina, said commencing point being the Southwest corner of Walter B. McNeil (Book 471, Page 22) now or formerly; thence leaving said point of intersection and running with the Eastern R/W margin of North 14th Street, North 03 deg. 02 min. 34 sec. East 468.58' to the Point of Curvature of a simple circular curve to the left having a radius distance of 491.76', an Arc Distance of 204.96' with a Chord Bearing and Distance of North 08 deg. 53 min. 50 sec. West, 203.48' to a point on the Eastern R/W margin of North 14th Street, the Point of Beginning; thence continuing to run with said R/W margin a simple circular curve to the left having a radius distance of 491.76', an arc distance of 26.80' with a chord bearing and distance of North 22 deg. 23 min. 57 sec. West, 26.80' to the point of tangency on said R/W margin; thence continuing to run with said R/W margin North 23 deg. 57 min. 36 sec. West, 306.25' to the point of intersection of Eastern R/W margin of North 14th Street and the Southern boundary of Specialty Products International, Ltd. (Book 885, Page 896); thence leaving the Eastern R/W margin of North 14th Street and running with the Southern boundary of Specialty Products International, Ltd., North 65 deg. 04 min. 43 sec. East, 157.03' to an existing iron stake in the Western boundary of Register-Avery (739/482-485) now or formerly; thence running with said Western boundary South 23 deg. 57 min. 36 sec. East, 336.11' to a point in said Western boundary; thence leaving the Western boundary of Register-Avery and running with a Northern boundary of the Town of Erwin (885/893), South 66 deg. 11 min. 55 sec. West, 157.74 to the POINT OF BEGINNING and containing 1.2061 Acres + (52,539 square Feet).

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1149 Page 0427 in the Harnett County Public Registry on May 2, 1996, as recorded on the North Carolina General Warranty Deed.

EXHIBIT B
Legal Description of the Easement Area

A perpetual, non-exclusive easement on, though, over and across those portions of the land identified as Parcel ID: 06059710080008 11 on recorded property report – Property of the Town of Erwin, and recorded in Deed Book 1149, Page 0427 of Harnett County Register of Deeds, North Carolina and being a portion of the real estate acquired by Grantor pursuant to General Warranty Deed recorded on May 2, 1996 and recorded in Book 1149, Page 0427 of Harnett County Register of Deeds. Yellow Square represents shelter location.

PIN - 0597-67-0877.000

PID - 06059710080008 11

Physical Address: 818 N 14TH ST ERWIN, NC 28339

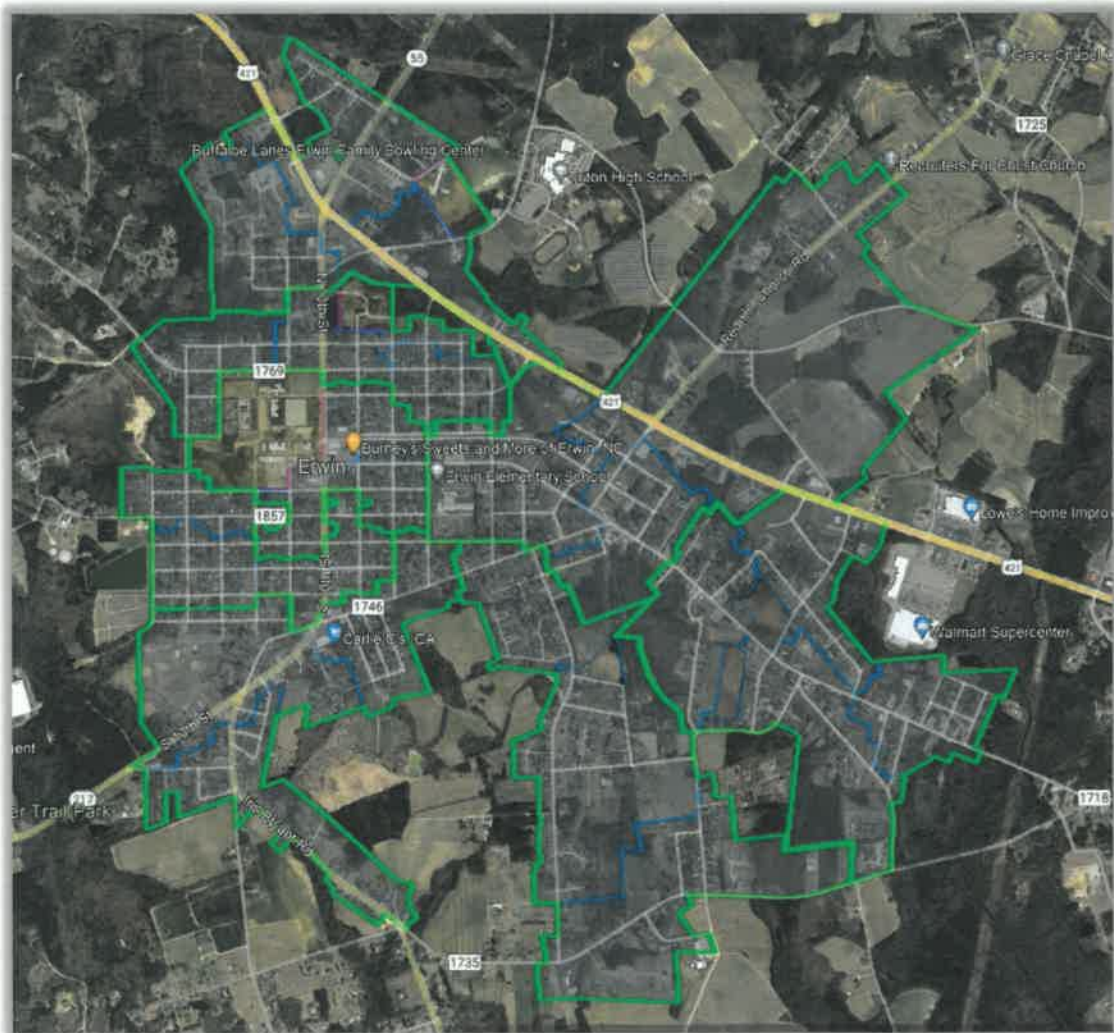


EXHIBIT B-2
Depiction of Easement Area

Town of Erwin Encroachment

Description of request:

CloudWyze is seeking approval to construct fiber optic cable in the town of Erwin's Right of Way (ROW). CloudWyze will follow all regulations and guidelines set forth by NCDOT, including traffic control and restoration. Some communities require a paper permit, others a verbal agreement, and some require approval from the city council. Based on conversations with town officials, approval from the city council is the preferred method. Below is an overview of the initial build area.



Shared Warehouse Space

Description:

CloudWyze is currently looking for a temporary warehouse location to use as a base of operation for its fixed wireless and fiber to the home deployment materials. Long term, CloudWyze plans to have its own warehouse located in Harnett County where it will have a store front, vehicle parking for techs, materials, heavy equipment, etc. Until then, CW is seeking a partnership/usage agreement for space in Erwin's Public Works building or similar building of its description. This will be used to store electronics, wireless receivers, inside wire, modems, and overall spare parts for customer turnup and maintenance. This is a separate item from the construction materials. The size CW is seeking is roughly a 30'x30' or one garage bay. CW will use temporary shelving and storage bins to keep the area as clean and organized as possible. The Erwin Public Works building was recommended as an area of opportunity to fill this need.



LEASE

This lease made and entered into as of {*month day, year*} between {*Lessor*} hereafter referred to as "Landlord", and V1Fiber Construction, hereinafter referred to as "Tenant".

Begin date of Lease {*month day, year*} to end on {*month day, year*}

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 {*Term*} at \${*Rate*} per month payable to {*Lessor*} via mail to {*Remittance Address*}

Rent is to be paid in full on the first (1st) of the month and considered delinquent after the fifth (5th) 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: {*Enter Entity Name*}

Address: {*Enter Entity Address*}

Phone: {*Enter Number*}

Fax: {*Enter Number*}

Signature: _____

DATE: _____

Printed Name: _____

Title: _____

TENANT:

Name: {Enter Entity Name}

Address: {Enter Entity Address}

Phone: {Enter Number}

Fax: { Enter Number}

Signature: _____

DATE: _____

Printed Name: _____

Title: _____



MINUTES CONTINUED FROM OCTOBER 24, 2022

line with the new County Ordinance. The changes were identified in red. Coats, Angier, and Lillington had already approved these changes.

The consensus of the Board was to move forward and place the clean copy on our Consent Agenda for our Regularly Scheduled Meeting in November.

Pavement Conditional Study

Town Manager Snow Bowden stated he reached out to Withers Ravenel to get a quote on a new pavement study. He spoke with Mayor Baker after he got the original quote and he reached back out to them to include some additional services. Town Engineer Bill Dreitzler felt it was a fair agreement. He stated the total with the additions was \$22,600. He budgeted for \$20,000 but he can find the extra money to make that work. The Pavement Condition Study was \$17,300 and the Council Presentation was \$2,600. He stated Withers Ravenel does good work.

Commissioner Byrd asked what we would get for \$22,600.

Mr. Bowden stated we would get the report, they will analyze all the town streets, and it was what we have used in the past to make recommendations to the Board for resurfacing the streets. It takes politics out of the decision process.

Mayor Baker stated he also wanted to make sure the study will look at our traffic pattern, the conditions of our roads, and establish the scoring system to follow when making decisions.

Mr. Bowden stated we would have to develop policies to evaluate all-way stops. He stated it was hard to get everything that he and Mayor Baker discussed.

Mayor Baker stated he did not want staff or the Board to develop the policies, he wanted an independent agency to create a non-bias set of standards.

Town Engineer Bill Dreitzler asked if there were certain intersections Mayor Baker wanted the agency to look at.

Mayor Baker stated he just wanted the independent agency to set the criteria for all-way stop signs on Municipal Streets. He asked Town Manager Snow Bowden to reach out to Withers Ravenels to include these additions as well.

The consensus of the Board was to present the Independent Agency Set Standards proposal at our November Workshop.

Al Woodall Park Paving

Town Manager Snow Bowden stated the Town received three bids for the resurfacing project at Al Woodall park. The quote came in a little higher than staff originally thought. We only budgeted for \$140,000 to pave the parking lot and put a new roof on the gym. Asphalt prices have skyrocketed. There has been discussion of just resealing the parking lot and experts have looked at it and resealing it would only give us 5 years. We have done a lot of improvements to the park recently including the splash pad and the lights on field 2 and field 4. He stated Al Woodall Park is one of the Town's greatest assets and it would be money well spent.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 24, 2022

Subject: Animal Control Ordinance

Harnett County handles our animal control services. They have recently updated the Harnett County Animal Control Ordinance. Harnett County has proposed some updates to the Municipal Animal Control Ordinance to be in line with the changes to the county ordinance. Most of the proposed changes involve the enforcement and penalties for violating this ordinance.

Attachments:

- Proposed updates to the Municipal Animal Control Ordinance

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

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

CONTENTS

GENERAL PROVISIONS

SECTION XXI	Purpose and Intent of Chapter
SECTION II	Applicability of County Ordinance
SECTION XXIII	Establishment of Bird Sanctuary
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SECTION XXHIV-V	Keeping Livestock within the Town / City Limits
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SECTION XXVHXI	Impoundment and Reclaiming of Captured Animals
SECTION XXIXI	Potentially Dangerous and Dangerous Dogs
SECTION XIII	Public Nuisance Animals
SECTION XXX	Inherently Dangerous Exotic Animals
SECTION XXXIV	Enforcement, Penalties and Remedies
SECTION XXXV	Ordinance in Conflict

Commented [CA1]: This is a separate ordinance and not a continuance of the County Animal Control Ordinance. Therefore, it's been reset to start with "Section I" However, I've added a new Section II to state that the County ordinance will apply if no conflict exists.

SECTION ~~XXI~~ Purpose of Chapter

The purpose of this chapter is to provide and define authority of the Harnett County Animal ~~Control Services Division~~ (hereinafter referred to as "Animal Services") ~~department~~ within the towns of Angier, Coats, Erwin, and Lillington (hereinafter each individually referred to as the "Town" and collectively referred to as the "Towns"). ~~Harnett County Animal Control~~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. ~~Harnett County Animal Control~~Animal Services in cooperation with the towns of Angier, Coats, Erwin, and Lillington are hereby charged with the responsibility of ~~a~~Animal ~~c~~ontrol in conjunction within these town's jurisdictions. This ~~Municipal Animal Control Ordinance~~ (hereinafter referred to as the "Municipal Ordinance") will supersede all town ~~a~~Animal ~~c~~ontrol ordinances and shall pertain to the towns of Angier, Erwin, Coats, and Lillington only. ~~The most current Harnett County Animal Control ordinance shall also pertain to the Towns in agreement of this ordinance.~~

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.~~

Commented [CA2]: Added this Section to be clear that the County Ordinance applies unless there is a conflict with this Ordinance.

SECTION ~~XXIII~~ 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 ~~XXIII~~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 ~~the Harnett County Animal Control Department~~Animal Services. This ~~Section~~ does not apply to the Police Departments ~~or, Harnett County Animal Control~~Animal Services, or duly authorized agents when enforcing the provisions provided in this Ordinance.

SECTION ~~XXIII~~V Keeping Livestock and Fowl

No person may keep within the Town any Livestock and/or Fowl except in accordance with this ~~S~~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 ~~l~~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 ~~f~~Fowl found running at large may be taken into possession and/or destroyed by ~~Harnett County Animal Control~~Animal Services anywhere within the corporate limits of the ~~T~~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) ~~No free-ranging permitted~~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 ~~lot~~property.
- (D) The location of the coop and ~~in~~enclosed run must be in the rear of the Owner's ~~lot~~property as determined by the line projected along the rear of the dwelling to each sideline and be 20 feet aware from the adjoining ~~lots~~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 ~~should~~ 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 ~~XXXIV~~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 ~~XXXV~~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 ~~XXXVI~~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 ~~XXVIII~~ Possession of Animals and Strays

- (A) It shall be unlawful for any person in the ~~T~~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 ~~Harnett County Animal Control 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 ~~or, Harnett County Animal Control~~ Animal Services, or person duly authorized upon demand.
- (D) The purpose of this ~~S~~section is to aid in rabies control and to prevent the intentional or unintentional possession of pets belonging to other persons.

SECTION ~~XIXVIII~~ 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-Harnett County Animal Control~~ 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 ~~the Harnett County Animal Control Department~~ Animal Services.
- (B) If any animal is not redeemed by the owner ~~or person in possession~~ within three (3) days from the time ~~Animal Control Services~~ takes possession of the animal, the animal shall be put up for adoption or disposed of under the regulations set forth by the ~~Harnett County Animal Control~~ 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 ~~penalty of fifty (50) dollars for allowing the animal to run at large~~ redemption fee, which will be approved by the Harnett County Board of Commissioners. ~~The fee may be adjusted in the new fiscal years in the Harnett County Animal fees.~~ The owner or person in possession must pay daily expenses for boarding and caring for the animal at the Harnett County Animal Shelter.

SECTION ~~XXIX~~-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”~~ by Harnett County Animal Control in accordance with the County Ordinance.
- (B) Any owner or person in possession found in violation of this ~~S~~section will be required to release the dog to ~~the Harnett County Animal Control Department~~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.

Commented [CA3]: Added this to the Municipal Ordinance because it has been removed from the proposed County Ordinance.

SECTION ~~XXX~~ Inherently Dangerous Exotic Animals

~~Shall be in accordance with the Harnett County Animal Control Ordinance.~~

Commented [CA4]: Not necessary as it states in the first paragraph that the provisions of the County Ordinance apply unless in direct conflict with this municipal ordinance

SECTION ~~XXXIV~~ Enforcement, Penalties and Remedies

Enforcement Administration

Primary responsibility for enforcing the provisions of this chapter is assigned to ~~the Harnett County Animal Control Department~~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

~~Penalties and remedies shall be in accordance with the Harnett County Animal Control Ordinance.~~

- (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

Commented [CA5]: Due to the new wording of 153A-123 and 160A-175 regarding ordinance enforcement, I'm of the opinion that the Ordinance needs to state the specific penalties and can't refer to County ordinance. This section just restates the penalties that are listed in the newly amended 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 ~~XXXXXV~~— 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.

Adopted this the _____ day of _____ 2022 by the Town of Angier

BY: _____
Robert K. Smith, Mayor

ATTEST:

Veronica Hardaway, Town Clerk

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted this the _____ day of _____ 2022 by the Town of Coats

BY: _____
Chris Coats, Mayor

ATTEST:

Connie Lassiter, Town Clerk

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

| Adopted this the _____ day of _____ 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

~~Ordinance Adoption~~

~~_____ This Ordinance shall become effective upon its adoption.~~

Adopted this the _____ day of _____ 2007.

ATTEST:

Clerk to the Board

**Chairman, Harnett County Board
Of Commissioners**

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 24, 2022

Subject: Pavement Condition Study

I reached out to Withers Ravenel who completed our last pavement condition study to get a quote on a new pavement condition study. I also ask them to include some additional services such as shoulder drop-offs, noticeable drainage issues, analyzing some of the roadway widths, presence of shoulders, and striping. We probably do not need to worry so much about the striping since the majority of our town roads are not striped.

Attachments:

- Pavement Condition Study proposal from Withers Ravenel

October 13, 2022

Mr. Snow Bowden
Town Manager
Town of Erwin
100 West F Street
Erwin, NC 28339

**RE: Agreement for Professional Services
Town of Erwin 2022 Pavement Condition Survey (PCS)
Erwin, North Carolina
WR Project No. 06201208.00**

Dear Mr. Bowden,

WithersRavenel is pleased to submit this agreement for executing a Town wide Pavement Condition Survey (PCS) for 2022. Pavement management is an important function of Public Works from an aesthetics aspect as well as maintaining the roadway network. In addition, being efficient in allocating funds for street repairs and repaving contracts is a necessity but is sometimes difficult due to the variables involved. Performing a PCS allows an unbiased perspective of the street system as a whole and allows that allocation of funding to be applied objectively.

We appreciate the opportunity to submit on this next step in your Town wide street system management plan and we look forward to hearing back from you and your staff on the future of this project. Please feel free to call me at 336.215.5521 or email at slander@withersravenel.com with any questions and/or to discuss any aspect of the attached proposal.

Sincerely,

WithersRavenel



Steve Lander, P.E.
Director of Pavement Management

Town of Erwin 2022 Pavement Condition Survey (PCS) Erwin, North Carolina Proposal for Professional Services

A. Project Description

This fee proposal is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Erwin and formalize an agreement for the implementation and logistics for these services.

For Task 1, WithersRavenel will provide a Pavement Condition Survey (PCS) of the Town of Erwin's streets. The purpose of the survey is to assess the overall condition of Town maintained roadway segments for the Project. This includes riding each street segment following a nationally recognized distress identification manual to determine the severity and extent of seven distresses used to determine the condition of each segment and the entire roadway network. The Town owns and maintains approximately 30 centerline miles of roads to be included in the Pavement Condition Survey (PCS) project. A report will also be provided that describes methodologies, procedures, and recommendations that will be explained at an online deliverables meeting.

In Task 2, WR will collect additional attributes while performing the PCS for the purposes of analyzing the roadway network safety issues in the future.

In Task 3, WR will explain the findings of the PCS at a Council presentation.

This scope of services will include sub-tasks as shown in the Scope of Services below.

For the purposes of this proposal and any subsequent agreements the following references shall apply: Town of Erwin shall be known as the "Client"; WithersRavenel shall be known as the "Consultant" or "WR"; the property and overall project shall be known as the "Project"; the executed version of this proposal shall be known as the "Agreement".

B. Timeline for Services

WithersRavenel will begin work upon receipt of executed contract and/or written notice to proceed from the Client. Estimated timeframe for the basis of the services described in the Scope of Services will be three (3) months from the date of the pre-survey meeting that kicks off the project.

Should unexpected field conditions be encountered, or should other developments arise which are beyond WithersRavenel's control and which result in delay of services (including acts of God or weather delays) to be rendered hereunder, it is understood that additional time may be required.

C. Scope of Services

Task 1 - Pavement Condition Survey & Report

1.1. Pre-Survey/Needs Analysis Meeting

Upon issuance of the Notice of Award to WR, WR will host an online Pre-Survey (kickoff) meeting with the Town Staff to ascertain the extent of the roadway segments to be completed (up to 30 miles) and additional parameters/considerations that should be made by WR during the PCS. At the pre-survey meeting, procedural guidelines and specific project requirements will be discussed with the Town. The Town will

provide a list of streets and the latest Town Powell Bill map to be analyzed prior to this meeting. The GIS files obtained from Harnett County will be utilized for the data collection.

1.2. Project Administration

The GIS data provided from Harnett County's website will be imported into the data collection software. Prior to going out into the field, WR will spot check the GIS data against the Town Powell Bill map to assess whether ownership information is correct for checked road segments and whether it is believed that all Town streets are included.

Ownership issues uncovered by WR will be addressed with the Client prior to data collection. Along with project coordination, this task will also include office administration time to set-up and prepare maps and formats to be utilized on this project.

1.3. Roadway Widths

Using NC OneMaps and Google Earth®, WR will estimate pavement widths for all Town owned streets within the Town limits (30 centerline miles – up to 300 segments). The accuracy of these estimates is expected to be plus or minus one foot. WR will randomly field verify 10% of the roadway segments (up to 30 segments). If it is determined that the NC OneMaps and Google Earth® imagery did not yield accurate results, WR will work with the Town to determine the best course of action to correct the pavement width data which may require Additional Services. This data will be provided back to the Town with the final contract deliverables.

1.4. Data Collection

WithersRavenel will perform a visual PCS or windshield survey which is linked to the Town's GIS centerline database of identified asphalt pavement street segments within the Town and owned/maintained by the Town (up to 30 centerline miles). This will involve riding each segment and observing and quantifying three levels of severity (Low, Medium, and High) and various levels of extent for each pavement distress. WR will follow the Long-Term Pavement Performance (LTPP) distress definitions for the Town's PCS. The 7 distresses that will be collected include:

- ▶ Fatigue Cracking (FC – structural cracking)
- ▶ Transverse Cracking (TC)
- ▶ Block Cracking (BC)
- ▶ Patching and Potholes (PC)
- ▶ Surface Defects (Raveling) (SD)
- ▶ Rutting and Roughness (RR)
- ▶ Reflective Cracking (RC)

Since obtaining accurate PCS data is a crucial first step in managing an effective pavement management program, WR is painstaking in providing the highest quality data. As part of our PCS services WR will provide the following:

- ▶ An experienced two-person rating crew and company vehicle.
- ▶ **Rater Communication Protocol** – For each street segment, both raters weigh in as to the observed severity and extent for all distresses. If they are not in total agreement, they turn around and ride the segment until they reach an agreement. At the end of each segment, the rater operating the computer reads back the distresses to the rater driving. Both must agree with the input before hitting enter and recording the data.
- ▶ **An ArcGIS Field Application with GPS** – The ArcGIS field application ensures accurate data entry with prepopulated pulldowns while the GPS unit ensures recording the correct data on the correct street segment.
- ▶ **On-the-Fly Field Application PCI Calculation** – The ArcGIS field application used for the PCS

calculates the Pavement Condition Index (PCI) as distresses are recorded. By knowing the PCI on-the-fly, our raters can gage whether the PCI matches the true condition of the street segment. For instance, if a street has very few low severity distresses and is rated with a PCI score of 60, then it is apparent that something has been recorded incorrectly and should be corrected. Also, if there is PCI data from the last PCS, our raters can compare the new PCI with the old as a benchmark. Knowing this information minimizes data entry mistakes which ensures the highest quality of data.

After post processing the PCS data from the field, a weighted average PCI by lane miles will be produced for the entire roadway network as a general health indicator for inclusion in the report.

1.5. Report

For the Pavement Condition Survey Report services, the WR will provide the following digital deliverables:

- ▶ A Pavement Condition Survey Report containing the survey findings. This report will provide summary tables containing recommended maintenance activities and opinions of probable construction costs by activity based on unit maintenance costs to be supplied by the Client;
- ▶ Recommendations for broadening the maintenance toolbox;
- ▶ An alphabetical and PCI street listing;
- ▶ A PowerPoint slideshow of the PCS findings;
- ▶ A Town street map with PCI condition ranges in PDF format;
- ▶ A final GIS geodatabase in ESRI compatible format containing pavement condition inventory data, PCIs, recommended maintenance activities and cost information for your records.

WR will present the findings of the PCS Report in a Deliverables Meeting online. At this meeting, WR will review the findings and will discuss the next steps in the pavement management program.

Task 2 - Additional Attributes

WR will visually collect the following additional attributes during the PCS for the purposes of analyzing the roadway network safety in the future:

- ▶ Shoulder drop offs (Y/N) – This is for elevation differences that are approximately 2 inches and greater.
- ▶ Noticeable drainage issues (Y/N) – Visually apparent drainage issues (e.g. debris build up or staining)
- ▶ Roadway widths will be checked randomly in Task 1.
- ▶ Presence of shoulder (Y/N)
- ▶ Striping (Good/Fair/Poor)

Task 3 - Council Presentation

WithersRavenel will provide the following services for the Council Presentation:

- ▶ Presentation for Town Council meeting based on coordination with Town staff. The deliverables meeting presentation to Town Staff will be used as the template for the Council Presentation.
- ▶ Attend one (1) two (2) hour Council meeting to present pavement condition survey findings.

D. Designated Representatives

The designated representatives of the Owner and WithersRavenel for purposes of this Task Order shall be as follows:

For the Owner:

Primary Contact Person:..... Snow Bowden

Title:..... Town Manager

Telephone Number - Office:.....(910) 897-5140

E-mail Address.....townmanager@erwin-nc.org

The Town's primary contact person shall have complete authority to transmit instructions, receive information, interpret, and define the Town's policies and decisions with respect to materials, equipment, elements and systems pertinent to the pavement management program.

For the Consultant Engineer:

Primary Contact Person.....Steve Lander, P.E.

Title:.....Director of Pavement Management

Telephone Number – Cell(336) 215-5521

E-mail Address.....slander@withersravenel.com

E. Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WR and its agents if requested in writing by the Client and accepted by WR. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The Additional Services are described below but are not limited to the following:

Project Management

- ▶ Additional Meetings/Site Visits;
- ▶ Adjacent property owner discussions;
- ▶ Neighborhood meetings;
- ▶ Attendance at formal regulatory meetings unless noted above;

Services by Others

- ▶ Geotechnical services;
- ▶ Structural Services;

Geomatics Services (including survey)

Environmental Services

Design Services

Documents/Drawings

- ▶ Conceptual Drawings;
- ▶ Construction Drawings;
- ▶ Technical specifications;
- ▶ Contract documents;

Permitting Services

Services During Construction

General

- ▶ Survey/Data Collection and Reports associated with any additional

- streets/roadway segments that were not included in the listing by the Town and agreed by WR during the pre-survey meeting with Town staff at the start of the Project;
- ▶ Modifying GIS street segmentation or manually joining data from other sources.
- ▶ NCDOT or Private Roadways are not included in this scope of Services;
- ▶ Providing additional reporting other than the Alphabetical and Numerical PCI and color-coded map of the results;
- ▶ Destructive or non-destructive material testing procedures;
- ▶ Any work previously provided in other proposals;
- ▶ Unless otherwise included in the Consulting services, evaluation of current practices, policies, procedures, or personnel for the purposes of performance or other improvements;
- ▶ Any other services not specifically listed within Section C.

The above list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project.

Both parties agree that certain tasks, e.g. reviews and approvals, are performed by governmental agencies and that all parties have limited influence on these agencies to meet the prescribed deadlines and that neither party is responsible for delays caused by governmental agencies.

F. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

Pavement Condition Survey

- ▶ Prior to WR beginning work, provide full information as to its requirements and scope for the Project;
- ▶ Prior to WR beginning work assist WR by placing at his disposal all available information pertinent to the Project, including previous Powell Bill maps, Powell Bill Street list, old drawings, maintenance records and any other data relative to the scope of the Project;
- ▶ Prior to WR beginning work provide unit costs from previous maintenance contracts. In the case where the Town does not have historical data or costs for maintenance activities used in the past, WR will make assumptions. Unit costs developed by WR from local prevailing rates are approximate only. Opinions of costs are approximate only and can fluctuate due to many factors such as size of project, time of year, cost of raw materials, and number of bidders to name a few.
- ▶ Give prompt written notice to WR whenever the Town observes or otherwise becomes aware of any defect in the Project, request additional scope or timing of WithersRavenel's services;
- ▶ Provide access to all the streets requested to be analyzed including ensuring street segments are open to vehicular travel at the timing of the condition field survey. Street segments may be excluded if access is not available to WR for the survey at the time of the field visit.

G. Expenses

WithersRavenel does not expect any expenses related to this project. Should expenses arise, they will be verified with the Town for approval on an as needed basis.

H. Compensation for Services

WR proposes to provide the services outlined in Section C on a lump sum basis with fees as shown below. Additional services required outside the Scope of Services in Section C and reimbursable expenses will be billed on a Time and Material basis in accordance with Exhibit II.

Task Number	Task Name	Fee
Task 1	Pavement Condition Survey (PCS) & Report	\$17,300
Task 2	Additional Attributes	\$2,700
Task 3	Council Presentation	\$2,600
	Total	\$22,600

Invoices will be based on the percentage of completion for each lump sum task, and the hourly rate for WithersRavenel personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice. Interest shall be charged at the rate of one and one-half (1.5) percent per month on all balances due over 30 days from date of invoice.

The above fees are based on the estimated timelines noted in the proposal. Any adjustments to those timelines may result in additional fees.

This proposal is valid 60 days from issuance date which is the date of correspondence to the Client through email, cover letter, or other form of transmittal.

Also, note that the attached Exhibit II, Fee & Expense Schedule, is based on our current rates and may be subject to change for hourly tasks and any additional services that occur after any adjustments go into effect.

I. Acceptance

Receipt of an executed copy of this agreement will serve as the written agreement between WithersRavenel and Town of Erwin for the basic services outlined in Section C of this document. The attached Standard Terms and Conditions (Exhibit I), Fee & Expense Schedule (Exhibit II), and other Exhibits shown below shall be considered a part of this agreement.

OFFERED BY:

ACCEPTED BY:

WithersRavenel

Town of Erwin



10/13/22

Steve Lander, P.E.
Director of Pavement Management

Date

Snow Bowden
Town Manager

Date

Attachments:

- Exhibit I- Standard Terms and Conditions
- Exhibit II- Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.

EXHIBIT II

Fee & Expense Schedule

Description	Rate
Project Management	
Client Experience Manager	\$ 209
Assistant Project Manager	\$ 161
Project Manager	\$ 177
Senior Project Manager	\$ 193
Principal	\$ 225
Engineering	
Intern I	\$ 60
Intern II	\$ 80
CAD Technician I	\$ 96
CAD Technician II	\$ 107
Senior CAD Technician	\$ 128
Designer I	\$ 123
Designer II	\$ 134
Senior Designer	\$ 155
Project Coordinator I	\$ 91
Project Coordinator II	\$ 102
Senior Project Coordinator	\$ 118
Lead Project Coordinator	\$ 134
Project Engineer I	\$ 150
Project Engineer II	\$ 161
Project Engineer III	\$ 177
Staff Professional I	\$ 86
Staff Professional II	\$ 128
Staff Professional III	\$ 139
Staff Professional IV	\$ 171
Senior Staff Professional	\$ 166
Senior Project Engineer	\$ 193
Senior Technical Consultant	\$ 209
Zoning Specialist	\$ 246
Construction Administration	
Construction Manager I	\$ 139
Construction Manager II	\$ 150
Senior Construction Manager	\$ 171
Resident Project Representative I	\$ 86
Resident Project Representative II	\$ 102
Resident Project Representative III	\$ 118
Senior Resident Project Representative	\$ 128
Administration	
Administrative Assistant	\$ 54
Office Administration	\$ 59
Administrative Assistant I	\$ 70
Administrative Assistant II	\$ 80
Administrative Assistant III	\$ 91
Director of Marketing	\$ 91
Marketing Administration II	\$ 102
Marketing Administration I	\$ 80
Office Administrator I	\$ 102
Office Administrator II	\$ 107
Office Administrator III	\$ 112

Description	Rate
Geomatics	
Geomatics CAD I	\$ 85
Geomatics CAD II	\$ 105
Geomatics CAD III	\$ 120
Geomatics Project Manager I	\$ 150
Geomatics Project Manager II	\$ 160
Geomatics Project Professional I	\$ 135
Geomatics Project Professional II	\$ 155
Geomatics Principal	\$ 220
Geomatics Remote Sensing Crew I	\$ 195
Geomatics Remote Sensing Crew II	\$ 275
Geomatics Survey Crew I	\$ 140
Geomatics Survey Crew II (2 Man)	\$ 170
Geomatics Survey Crew III (3 Man)	\$ 210
Geomatics Senior Manager	\$ 190
Geomatics Survey Tech I	\$ 50
Geomatics Survey Tech II	\$ 80
Geomatics Survey Tech III	\$ 105
Geomatics Survey Tech IV	\$ 115
Geomatics Sr. Technical Consultant	\$ 200
Geomatics SUE Crew 1	\$ 175
Geomatics SUE Crew 2	\$ 245
Geographic Information Systems	
GIS Survey Technician I	\$ 65
GIS Survey Technician II	\$ 86
GIS Survey Technician III	\$ 102
GIS Survey Lead	\$ 118
GIS Technician	\$ 86
GIS Analyst I	\$ 102
GIS Analyst II	\$ 118
GIS Specialist	\$ 134
GIS Senior Specialist	\$ 150
GIS Project Manager	\$ 150
Funding & Asset Management	
F&AM Project Consultant I	\$ 102
F&AM Project Consultant II	\$ 112
F&AM Project Consultant III	\$ 118
F&AM Senior Project Consultant I	\$ 134
F&AM Senior Project Consultant II	\$ 139
F&AM Implementation Specialist	\$ 134
F&AM Staff Professional III	\$ 139
F&AM Assistant Project Manager	\$ 145
F&AM Project Manager	\$ 150
F&AM Senior Project Manager	\$ 187
F&AM Principal	\$ 203
F&AM Senior Technical Consultant	\$ 225

Description	Rate
Environmental	
Environmental Tech I	\$ 90
Environmental Tech II	\$ 100
Senior Environmental Tech	\$ 120
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Project Geologist I	\$ 145
Project Geologist II	\$ 155
Project Geologist III	\$ 165
Sr. Environmental Project Geologist	\$ 180
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 155
Environmental Project Scientist III	\$ 165
Sr. Environmental Project Scientist	\$ 180
Environmental Professional I	\$ 110
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 155
Environmental Project Engineer III	\$ 165
Sr. Environmental Project Engineer	\$ 180
Environmental Assistant PM	\$ 155
Environmental Project Manager	\$ 165
Environmental Sr. Project Manager	\$ 175
Environmental Sr. Technical Consultant	\$ 205
Environmental Principal	\$ 225
Landscape Architecture/Planning	
Landscape Architect I	\$ 139
Landscape Architect II	\$ 150
Landscape Architect III	\$ 166
Landscape Designer I	\$ 118
Landscape Designer II	\$ 128
Planner I	\$ 112
Planner II	\$ 128
Planner III	\$ 150
Planning Technician	\$ 102
Senior Landscape Architect	\$ 182
Senior Planner	\$ 171
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2022 - Schedule is subject to change

MINUTES CONTINUED FROM OCTOBER 24, 2022

Discussion continued amongst the Board.

Commissioner Blackmon and Commissioner Byrd left at 6:57 PM.

The consensus of the Board was to move forward and place the complete Johnson Brother's Proposal on our Consent Agenda for our Regularly Scheduled Meeting in November.

Town Attorney Tim Morris arrived at 7:02 PM.

Town Engineer Bill Dreitzler left at 7:02 PM.

North Carolina Grant

Town Manager Snow Bowden stated he recommended using this potential grant from the State to fund projects at Al Woodall Park and W.N. Porter Park.

The consensus of the Board was to use this grant to fund projects at the parks and place this on our Consent Agenda for our Regularly Scheduled Meeting in November.

Potential New Advisory Boards

Town Manager Snow Bowden stated Mayor Baker recommended forming potential advisory boards to get citizens more involved. We were not taking any actions tonight but it was just something he wanted to discuss.

Mayor Baker stated this Board cannot echo the comments of every person in this town. The Town Board has to utilize our Planning Board, Recreation Board, and Board of Adjustments. We are lacking in reaching out to our citizens. Citizens are quick to criticize the problems in Town, he wanted to invite these citizens to be a part of the solution. He wanted to Board assistance thinking about it. He was thinking of having an Economic Development Advisory Board, Storm Water Advisory Board, Senior Citizen Advisory Board, Traffic Impact Advisory Board, and Historical Preservation Advisory Board. The members need to be citizens who have expertise in certain areas. We will not start all five Boards at once, we will take small steps.

ZT-2022-006

Town Manager Snow Bowden informed the Board that the Town received an application to have a parcel located at 4507 NC 55 East rezoned. The request is for a conditional district to put a retail store. Planning Board adopted a statement of consistency and recommended it for approval. The applicants do plan on submitting an annexation request. The parcel does have a daycare on it and it was his understanding that they plan to subdivide the property to have the daycare and the retail store.

MANAGER'S REPORT

Town Manager Snow Bowden informed the Board that:

- We have identified and charged three suspects that are involved with the murder last week off of North 14th Street.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 24, 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.

Attachments:

- Town Engineer Bill Dreitzler memo
- Bids



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 16th Street
Erwin, NC 28339**

DATE OF ISSUE: September 15, 2022

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

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.

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.

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:

**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 16th Street
Erwin, NC 28339
Attention: Doug Stevens**

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

LUMP SUM BIDS

RESURFACE EXISTING PARKING LOT BID PRICE:

PAVE EXISTING GRAVEL OVERFLOW PARKING AREA BID PRICE:

TOTAL LUMP SUM BASE BID: _____

LUMP SUM BID ALTERNATE

ALTERNATIVE PARK ACCESS DRIVE BID PRICE:

Contractor's Name: _____

Contractor's Address: _____

Contractor's License Number: _____

Contractor's Phone Number: _____

Contractor's Signature/Title: _____

END BID FORM



REQUEST FOR BIDS

AL WOODALL MUNICIPAL PARK PARKING LOT RESURFACING

REQUESTED BY:

**TOWN OF ERWIN
RECREATION DEPARTMENT
810 South 16th Street
Erwin, NC 28339**

DATE OF ISSUE: September 15, 2022

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

HIGHLAND PAVING

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 16th Street
Erwin, NC 28339
Attention: Doug Stevens**

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

LUMP SUM BIDS

RESURFACE EXISTING PARKING LOT BID PRICE:

\$ 142,850.00

PAVE EXISTING GRAVEL OVERFLOW PARKING AREA BID PRICE:

\$ 32,650.00

TOTAL LUMP SUM BASE BID: \$ 175,500.00

LUMP SUM BID ALTERNATE

ALTERNATIVE PARK ACCESS DRIVE BID PRICE:

\$ 9500.00

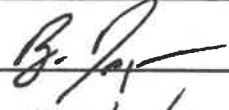
Request for Bids

Contractor's Name: Highland Paving Co., LLC

Contractor's Address: P. O. Box 1843
Fayetteville, N. C. 28302

Contractor's License Number: 55505

Contractor's Phone Number: 910-485-5790

Contractor's Signature/Title: 
Member/Manager

END BID FORM



REQUEST FOR BIDS

AL WOODALL MUNICIPAL PARK PARKING LOT RESURFACING

REQUESTED BY:

**TOWN OF ERWIN
RECREATION DEPARTMENT
810 South 16th 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

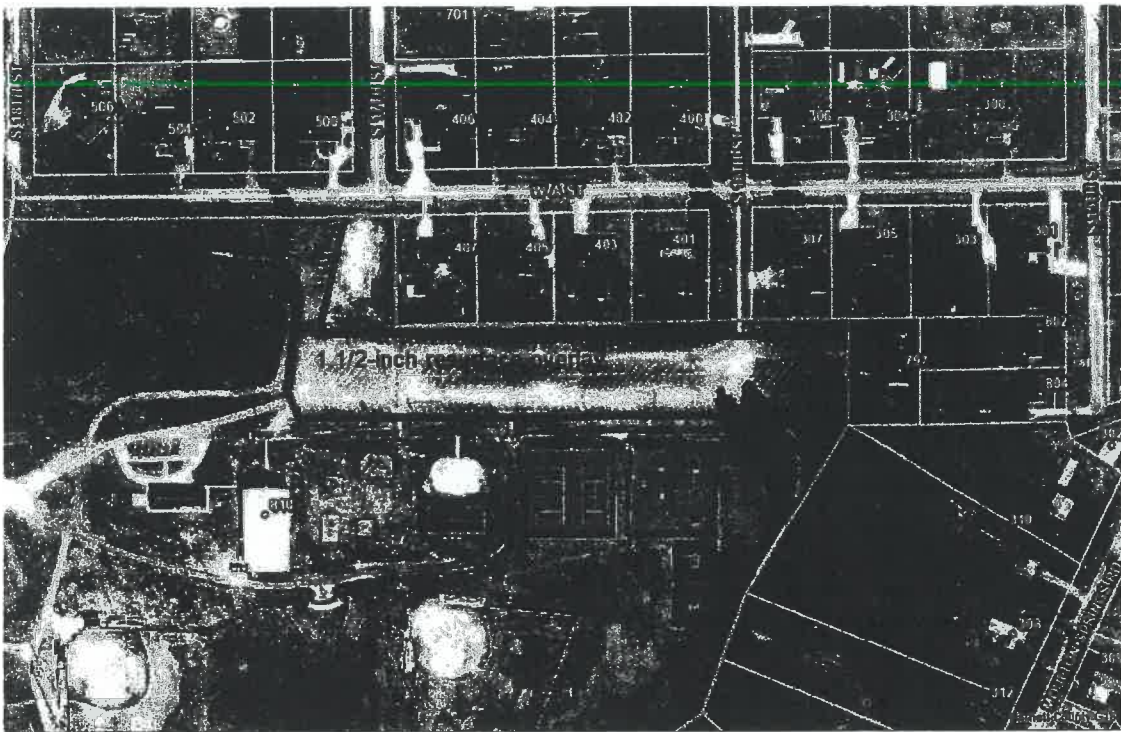
AL WOODALL MUNICIPAL PARK – PARKING LOT RESURFACING

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

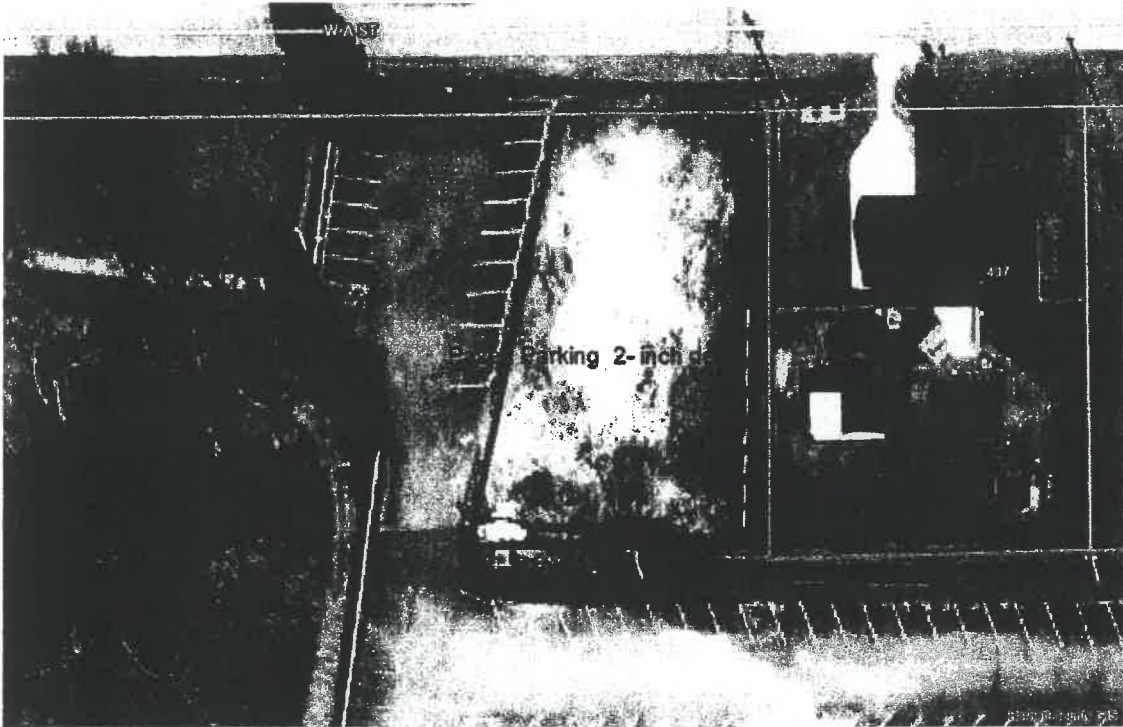
RESURFACE EXISTING PARKING LOT:



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

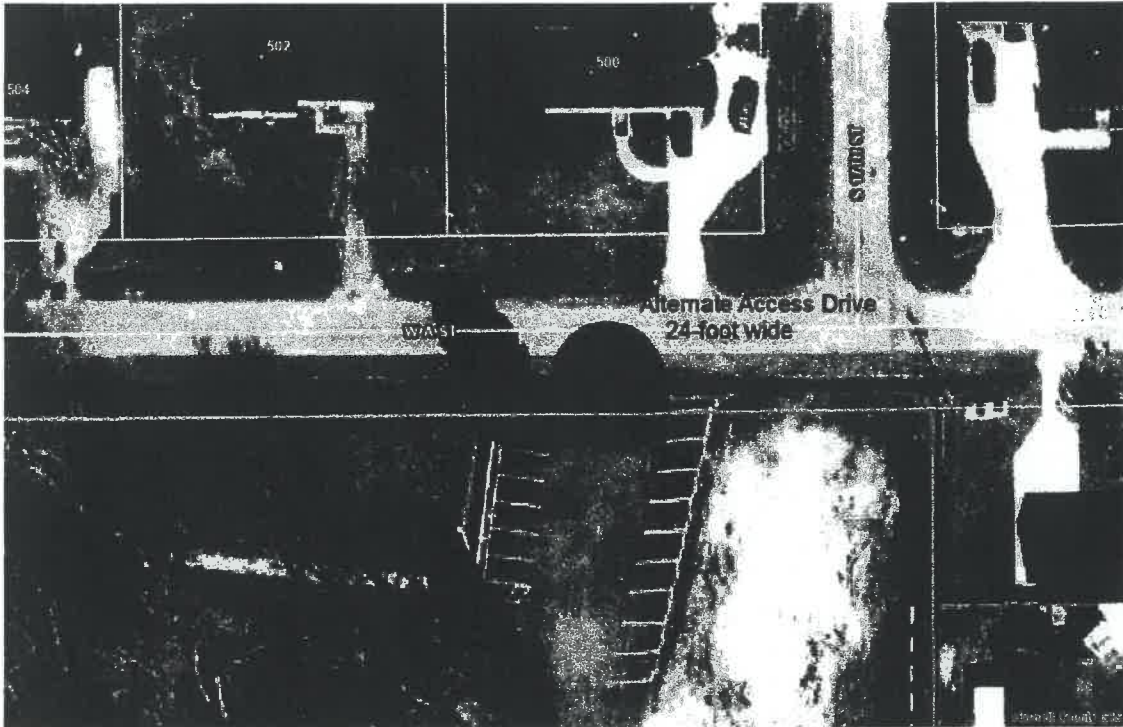
PAVE EXISTING GRAVEL OVERFLOW PARKING AREA:



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 16th Street
Erwin, NC 28339
Attention: Doug Stevens

Questions should be directed to Doug Stevens, Recreation Department Director at 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, NC 27546

Contractor's License Number: 4534

Contractor's Phone Number: 910-893-8378

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



END BID FORM

Barnhill Contracting Company



REQUEST FOR BIDS

**AL WOODALL MUNICIPAL PARK
PARKING LOT RESURFACING**

REQUESTED BY:

**TOWN OF ERWIN
RECREATION DEPARTMENT
810 South 16th Street
Erwin, NC 28339**

DATE OF ISSUE: September 15, 2022

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

**BARNHILL CONTRACTING COMPANY
P.O. Box 35376
Fayetteville, NC 28303-5376**

Request for Bids

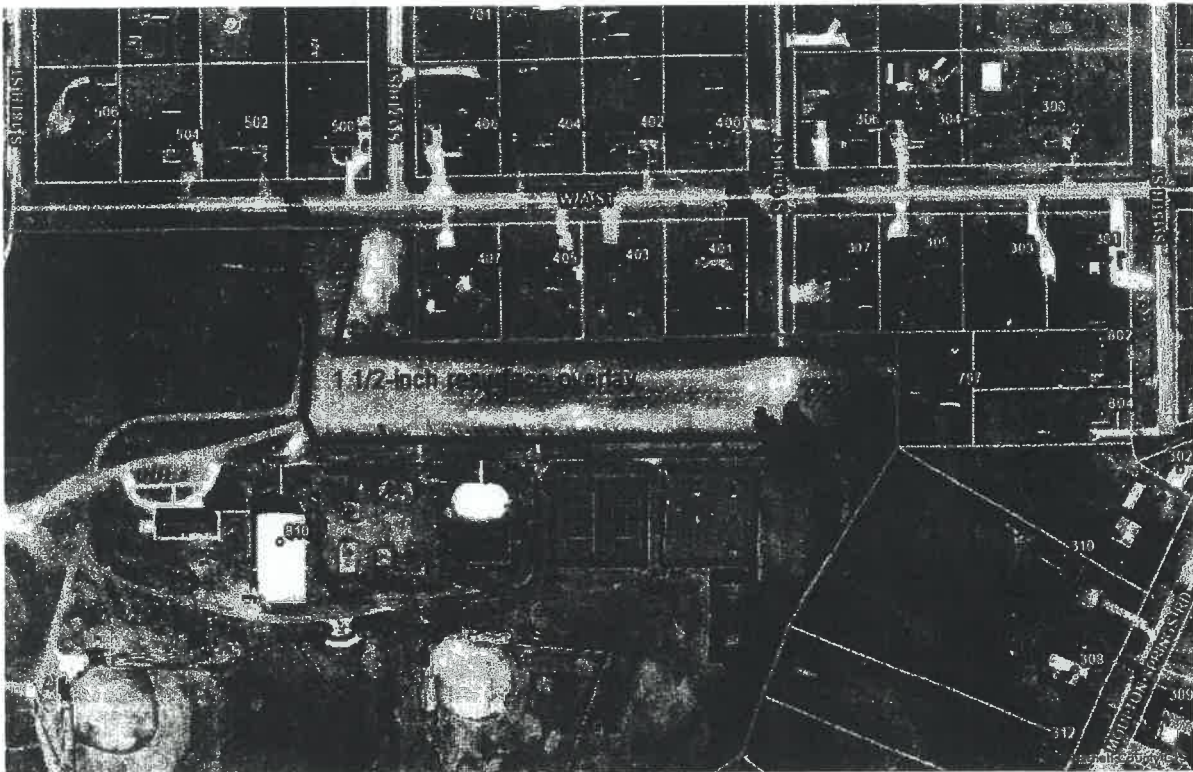
AL WOODALL MUNICIPAL PARK – PARKING LOT RESURFACING

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

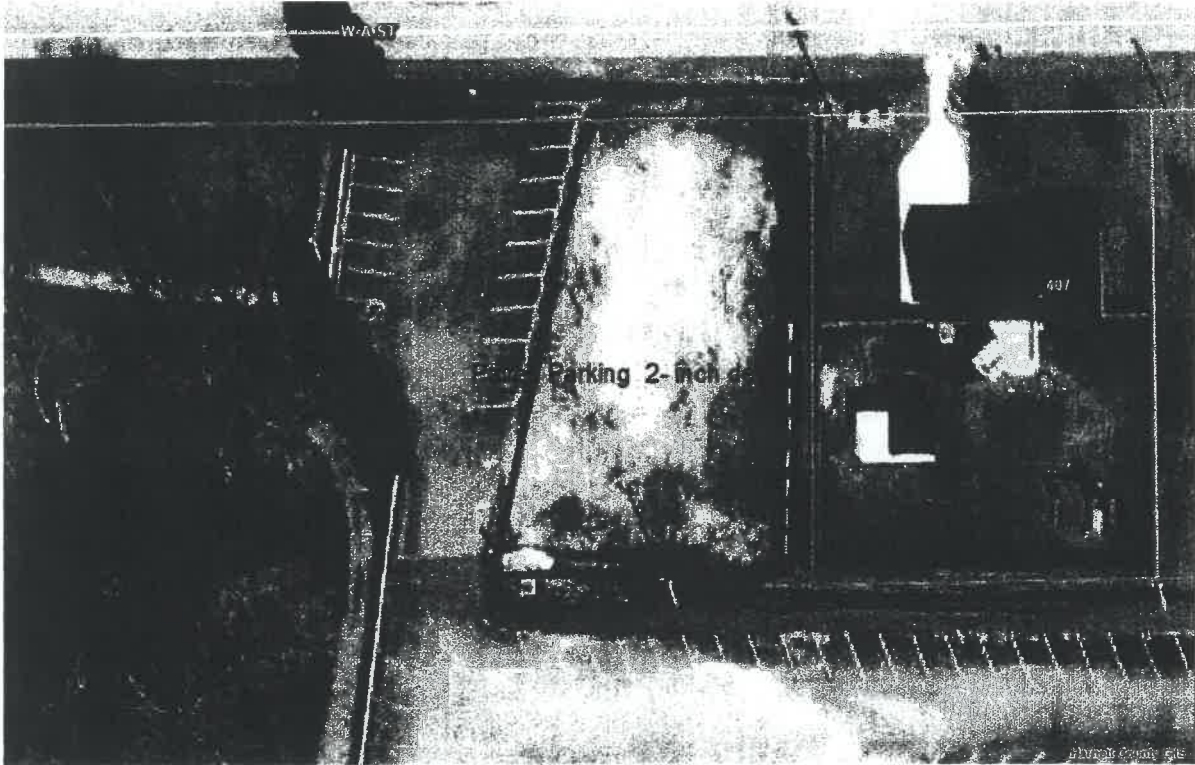
RESURFACE EXISTING PARKING LOT:



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

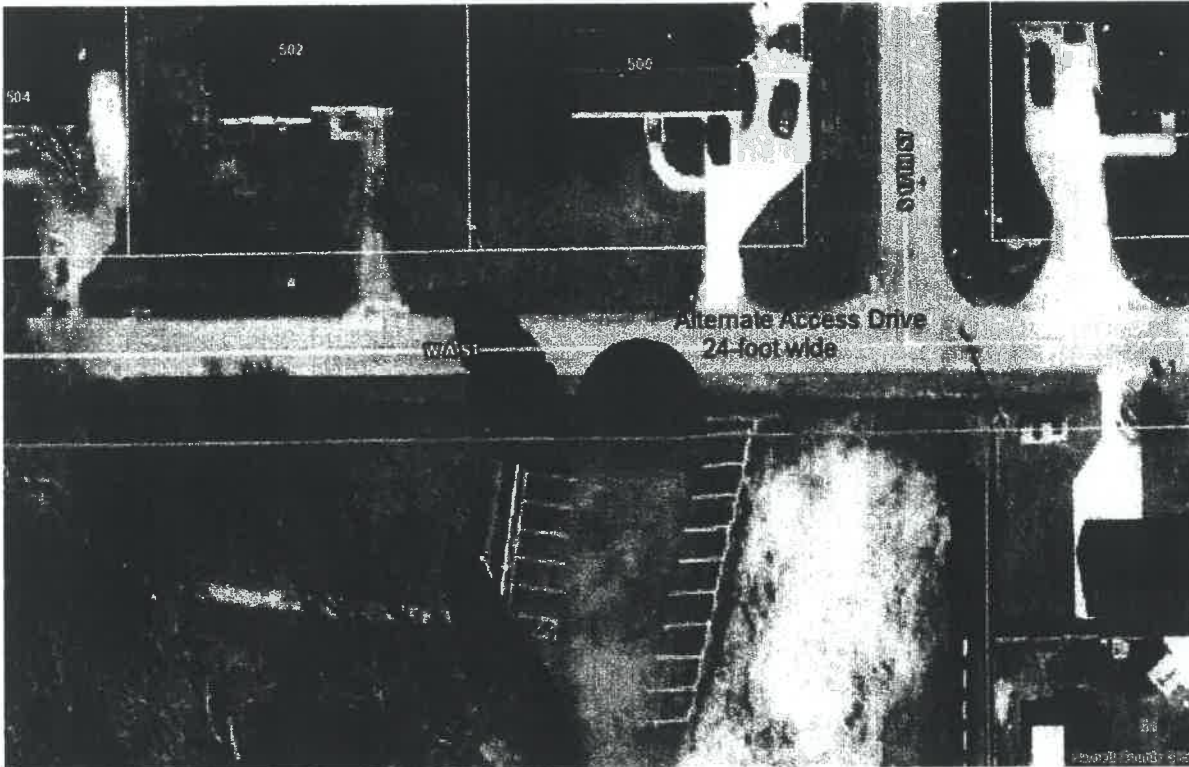
PAVE EXISTING GRAVEL OVERFLOW PARKING AREA:



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 16th Street
Erwin, NC 28339
Attention: Doug Stevens

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

LUMP SUM BIDS

RESURFACE EXISTING PARKING LOT BID PRICE:

\$195,000.00

PAVE EXISTING GRAVEL OVERFLOW PARKING AREA BID PRICE:

\$56,000.00

TOTAL LUMP SUM BASE BID: \$251,000.00



LUMP SUM BID ALTERNATE

ALTERNATIVE PARK ACCESS DRIVE BID PRICE:

\$20,000.00

Request for Bids

Barnhill Contracting Company

Contractor's Name: _____


Contractor's Address: BARNHILL CONTRACTING COMPANY

P.O. Box 35376

Fayetteville, NC 28303-5376

Contractor's License Number: 3194

Contractor's Phone Number: 910-488-1319

Contractor's Signature/Title: 
Sr. PM / Chief Est.

END BID FORM



Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 24, 2022

Subject: North Carolina Grant

The State of North Carolina included a \$50,000 grant for all of the municipalities in Harnett County in the most recently passed budget. The funds will be sent through Harnett County. We are still waiting to hear what types of projects can be funded with this grant. We needed to give a general suggestion to the county for what we would like to use the funds for and I told them recreation.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 24, 2022

Subject: Potential New Advisory Boards

Mayor Baker would like to discuss the idea of giving our citizens the opportunity to be more involved with the Town of Erwin. We are currently experiencing a population increase and the growth will continue to increase. This growth will need to be well managed and a good way to manage growth is with advisory boards. At the moment, we have a Recreation Advisory Board and the Planning/Board of Adjustments Advisory Board. Advisory Boards give residents the opportunity to be more involved with the Town. I wanted to start the discussion about starting any of these potential advisory boards:

- Economic Development Advisory Board
- Storm Water Advisory Board
- Senior Citizen Advisory Board
- Traffic Impact Advisory Board
- Historical Preservation Advisory Board

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 24, 2022

Subject: ZT-2022-006

The Town of Erwin has received an application to have the parcel located at 4507 NC 55 East rezoned. The property is currently located in our Rural District. The applicant has requested that the parcel be rezoned to a conditional zoning district. The conditional zoning district would be B2-CD.

The Planning Board did recommend that this rezoning request be approved. The developer also plans on starting the voluntary annexation process.

*The developer intends on subdividing the property and having the existing daycare facility on a separate lot from the proposed retail development.

*The site plan included in this packet will still need to be evaluated by Town Staff before it is approved. Both of the proposed road connections will require approval from the North Carolina Department of Transportation.

Attachments:

- ZT-2022-006 Application
- ZT-2022-006 Staff Report
- Harnett County GIS Image with zoning
- Harnett County GIS Image with no zoning
- Property owners notified
- ZT-2022-006 Public Notice Letter
- ZT-2022-006 Newspaper Notice

PAID

SEP 21 2022 check 15481

Revised 9-19-2014

	Application OF ERWIN Amendment To The Official Zoning Map of Erwin, NC
	Staff Only: Zoning Case # <u>Z-20</u> - _____
	Fee: _____ Check # _____ MO _____ Cash _____
	PB Recommendation: <u>A</u> <u>D</u> <u>A/W</u> Conditions BOC Date: _____ Decision: <u>A</u> <u>D</u> <u>T</u> <u>A/W</u> Conditions

Print Applicant Name: Rhetson Companies, Inc
 Name of Legal Property Owner Dayna and Steve Murphy
 Location of Property 4507 NC 55 East

Please Circle One of the Following: Less than one Acre One to 4.99 Acres Five or more Acres

Zoning change requested from RD to B2-CD

If Conditional District, note conditions:

Harnett County Tax Map PIN 0598-92-2261

Property owner(s) of area requested and address(es)

NC Property Investors, LLC PO Box 190 Clayton NC 27528
John & Phyllis Avery 6076 Red Hill Church Rd Coats NC 2752
Nicole Dunn 121 Erwin Ave Erwin NC 28334
Kimber Group, LLC PO Box 181 Erwin, NC 28339

(If more space is required, please attach to this document separately)

- Submit names and addresses of property owners immediately adjacent to the proposed rezoning area (and properties within 100 feet of proposed rezoning area) and across any street(s) and identify on an area map
- Attach a metes and bounds description, deed drawing of the area involved or a reference to lots in an approved subdivision on the entire property requested for change
- This application must be filed with the Town Hall by 4:00 p.m. on the Friday which is at least 25 days before the meeting at which it is to be considered and may be withdrawn without penalty no later than 19 days prior to the public hearing

Whenever an application requesting an amendment has been acted on and denied by the Town Board, such application, or one substantially similar shall not be reconsidered sooner than one year after the previous denial.

It is understood by the undersigned that the Zoning Map, as originally adopted and as subsequently amended, is presumed by the Town to be appropriate to the property involved and that the burden of proof for a zoning amendment rests with the applicant. Applicant is Encouraged to Discuss the Proposed Zoning Amendment with Affected Property Owners.

[Signature] 910-944-0881
 Signature of Applicant Contact Number

2075 Juniper Lake Rd, West End NC 27376
 Mailing Address of Applicant

Mr. Snow Bowden
Town Manager
Town of Erwin
100 West F Street
Erwin, NC 28339
910-897-5140

Mr. Bowden,

Rhetson Companies, Inc. is filing this application for Conditional Use Rezoning. The subject property consists of 2.26+/- acres (portion) of Parcel 0598-92-2261.000, which is a total of 3.47+/- acres. The site is located within the Town of Erwin's ETJ and fronts on NC 55 E at the intersection of NC 55 E and Maynard Lake Road. Rhetson Companies is seeking to locate a proposed 10,640 SF retail store on the subject property.

The subject property is requesting a condition use rezoning to locate the retail store on the subject property. The parcel is currently zoned RD. The proposed use also promotes the following:

Economic Development:

- Promote the business growth within the Town
- Develop a diversified economic base in the Town

Land Use:

- Ensure the optimal use of land resources within the Town of Erwin and promote and support an environmentally sound future land use pattern that provides for a variety of community needs and minimized conflicts between existing and proposed land uses.
- Provide a retail service to the community to limit travel times

The proposed development will support the community of Erwin while having minimal impacts to noise, odor dust, and fumes to adjacent properties based on its intended use. The proposed development will meet the requirements set forth in the Town of Erwin's Unified Development Ordinance.

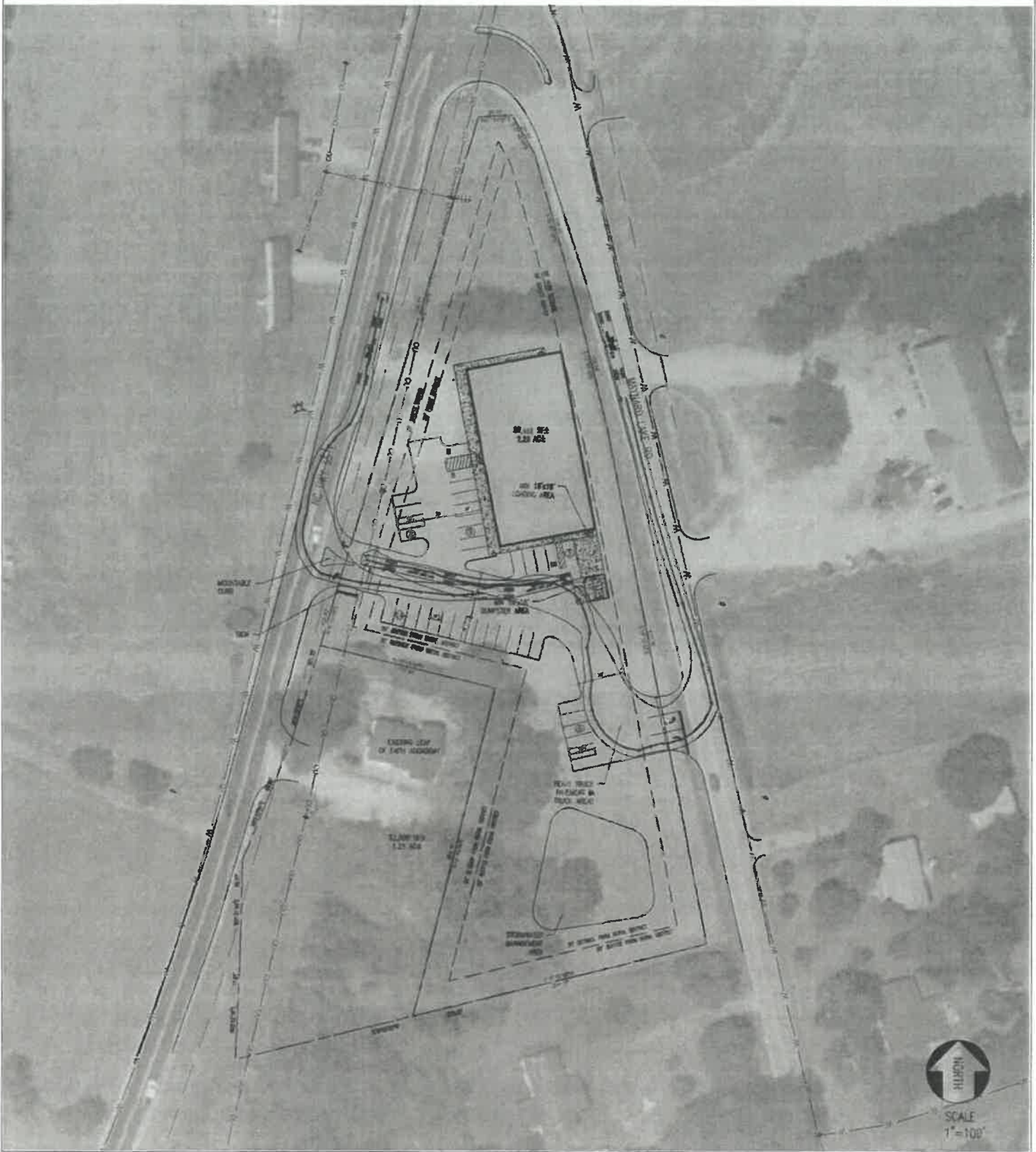
The proposed development will meet all applicable standards for Erosion and Sediment Control and Stormwater Management, and will feature Erosion and Sediment Control measure, and a permanent stormwater management pond meeting the standards of NCDEQ. The proposed entrance shall be reviewed and permitted by North Carolina Department of Transportation.

The proposed use is generally compatible with other surrounding properties in the area. The use will provide services to the existing residential homes, churches and education facilities in the area.

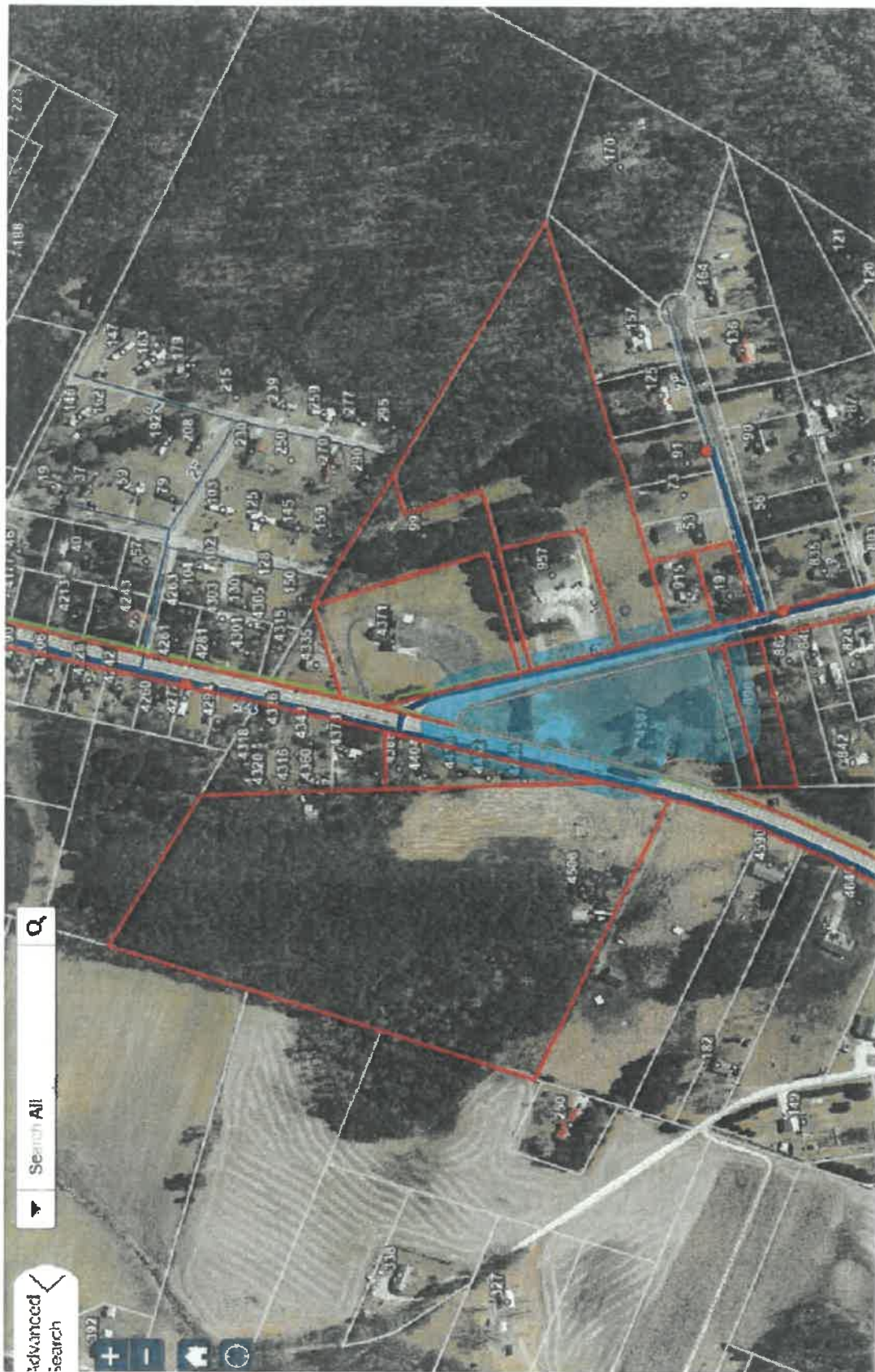
Sincerely,

Rhetson Companies, Inc.

PRELIMINARY SITE PLAN-A		CITY, STATE - STREET: Erwin, NC - US Hwy 55 @ Maynard Lake Rd Hamett County		PROPERTY IDENTIFICATION NUMBER(S):	
PROTOTYPE:	10,640 Plus D	DEVELOPER	DESIGNER	DATE:	0598-92-2261.000 (Portion Of)
BLDG/SALES SF:	10,640/8,504	COMPANY: Rhelson Companies, Inc.	COMPANY: Bowman North Carolina Ltd.	9/13/2022	
ACREAGE:	2.26 AC±	NAME: Catherine Acord	NAME: Matt Lowder		
PARKING SPACES:	38 SPACES	PHONE #: 910-944-0881	PHONE #: 919-553-6570		



ParcelID	PIN	Owners	Owner1	Owner2	PhysicalAddress	MailingAddress
7486566	0598-91-2998.000	KIMBER GROUP LLC	KIMBER GROUP LLC		MAYNARD LAKE RD NC	P O BOX 181 ERWIN, NC 28339-0181
7524796	0598-92-6030.000	SANDERS ASHLEY N	SANDERS ASHLEY N		19 SCRAMBLE RD ERWIN, NC 28339	19 SCRAMBLE RD ERWIN, NC 28339
7427756	0598-92-2261.000	MURPHY DAYNA BAYLES & MURPH	MURPHY DAYNA BAYLES		4507 NC 55 E ERWIN, NC 28339	175 DRUM INLT MOREHEAD CITY, NC 28557-9644
7440638	0598-91-3900.000	KIMBER GROUP LLC	KIMBER GROUP LLC		890 MAYNARD LAKE RD ERWIN, NC	P O BOX 181 ERWIN, NC 28339-0181
7529754	0598-82-7864.000	AVERY JOHN W & AVERY PHYLLIS A	AVERY JOHN W	AVERY PHYLLIS A	4506 NC 55 E ERWIN, NC 28339	6076 RED HILL CHURCH RD COATS, NC 27521-0000
7469811	0598-92-6101.000	HAVES SHARON POPE	HAVES SHARON POPE		915 MAYNARD LAKE RD ERWIN, NC	1845 ABBATTIOIR RD COATS, NC 27521-9980
7469853	0598-92-7879.000	HAWLEY WILLIAM D	HAWLEY WILLIAM D		995 MAYNARD LAKE RD ERWIN, NC	PO BOX 306 ANGLIER, NC 27501-0306
7433620	1508-02-0557.000	HAWLEY WILLIAM D	HAWLEY WILLIAM D		MAYNARD LAKE RD NC	PO BOX 306 ANGLIER, NC 27501-0306
7438522	0598-92-1741.000	NC PROPERTY INVESTORS LLC	NC PROPERTY INVESTORS LLC		4448 NC 55 E ERWIN, NC 28339	PO BOX 190 CLAYTON, NC 27528-0190
7427809	0598-92-5494.000	HAWLEY WILLIAM D	HAWLEY WILLIAM D		957 MAYNARD LAKE RD ERWIN, NC	PO BOX 306 ANGLIER, NC 27501-0306
7427812	0598-92-4890.000	MIDWAY PENTECOSTAL HOLINESS	MIDWAY PENTECOSTAL HOLINESS		4371 NC 55 E DUNN, NC 28394	PO BOX 657 ERWIN, NC 28339-0000





**REZONING MAP REQUEST
STAFF REPORT**

Case: ZT-2022-006

Snow Bowden, Town Manager
townmanager@erwin-nc.org

Phone: (910) 591-4200 Fax: (910) 897-5543

Planning Board: 10/17/2022

Town Commissioners: 11/3/2022

Requested zoning map amendment to the property located at 4507 NC 55 East with corresponding Harnett County Tax PIN # 0598-92-2261.000. The property is currently located in our RD (Rural District) Zoning District. The property owner has requested this parcel be rezoned from RD to B-2-CD (Highway Business- Conditional District).

Applicant Information

Owner of Record:

Name: Dayna Bayles Murphy and Steve Wilford
Murphy

Address: 175 Drum INLT

City/State/Zip: Morehead City, NC 28557

Applicant:

Name: Rhetson Companies, INC.

Address: 2075 Juniper Lake Road

City/State/Zip: West End, NC 27376

Property Description

Tract – 4507 NC 55 East
Harnett County Tax PIN 0598-92-2261.000
Acres 3.43
Zoning District- Rural District

Vicinity Map

- See Attached Harnett County GIS Image with zoning districts
- See Attached Harnett County GIS Image without zoning districts

Physical Characteristics

Site Description: This parcel is 2.26 acres that has an existing building located on it that was built in 1950 based on Harnett County GIS data. There is a daycare facility that operates in this building. They do have an existing conditional use permit to operate this business.

Surrounding Land Uses: This parcel is surrounded by mostly residential land uses. There is a church located directly across Maynard Lake Road and also a commercial building that is a learning facility for young children.

Services Available

- Harnett County Regional Water and Sewer
- Duke Energy would provide electricity
- CenturyLink is the telephone provider

Staff Evaluation

The applicant has requested that this parcel be rezoned from Rural District (RD) to Highway Business (B-2)- Conditional District (B2-CD)

Town Staff would recommend this rezoning request be evaluated for feasibility.

Staff Evaluation

Yes No The IMPACT to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community

- **Reasoning:** This is a 2.26 acre tract of land. There is an existing building located on this property. The developers will obtain all NCDOT driveway permits and all other required approvals.

Yes No The requested zoning district is COMPATIBLE with the existing Land Use Classification.

- **Reasoning:** This parcel is located in an area identified for low intensity growth in our 2014 Land Use Plan. This area does allow for compatible growth with surrounding development.

Yes No The proposal does ENHANCE or maintain the public health, safety, and general welfare.

- **Reasoning:** The applicant wants to provide a building that would be a retail store. This building would promote economic development in the region.

Yes No The request is for a SMALL SCALE REZONING and should be evaluated for reasonableness.

- **Reasoning:** This is one tract of land that is 2.26 acres.

<p>There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of an individual or small group. YES</p>	<p>This is a request for a conditional district. So the only uses that would be allowed are ones that are approved in the conditional zoning district.</p>
<p>There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which applicants state they intend to make of the property involved.) YES</p>	<p>This is a request for a conditional district. So the only uses that would be allowed are ones that are approved in the conditional zoning district.</p>
<p>There is a convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change. YES</p>	<p>The character of the neighborhood will not be damaged. This parcel is located off of a main state highway.</p>
<p>The proposed change is in accord with the Land Development Plan and sound planning principles. YES</p>	<p>This parcel is located in an area identified for low intensity growth. This tract of land is better suited for the request use compared to what is currently allowed. If this rezoning is approved it would amend our 2014 Land Use Plan.</p>

Statement of Consistency

The requested rezoning to B2-CD is compatible with all of the Town of Erwin's regulatory documents and would not only have a positive impact on the surrounding community, but would enhance the public health, safety, and general welfare as stated in the evaluation. It is recommended that this rezoning request be **Approved**.

Or

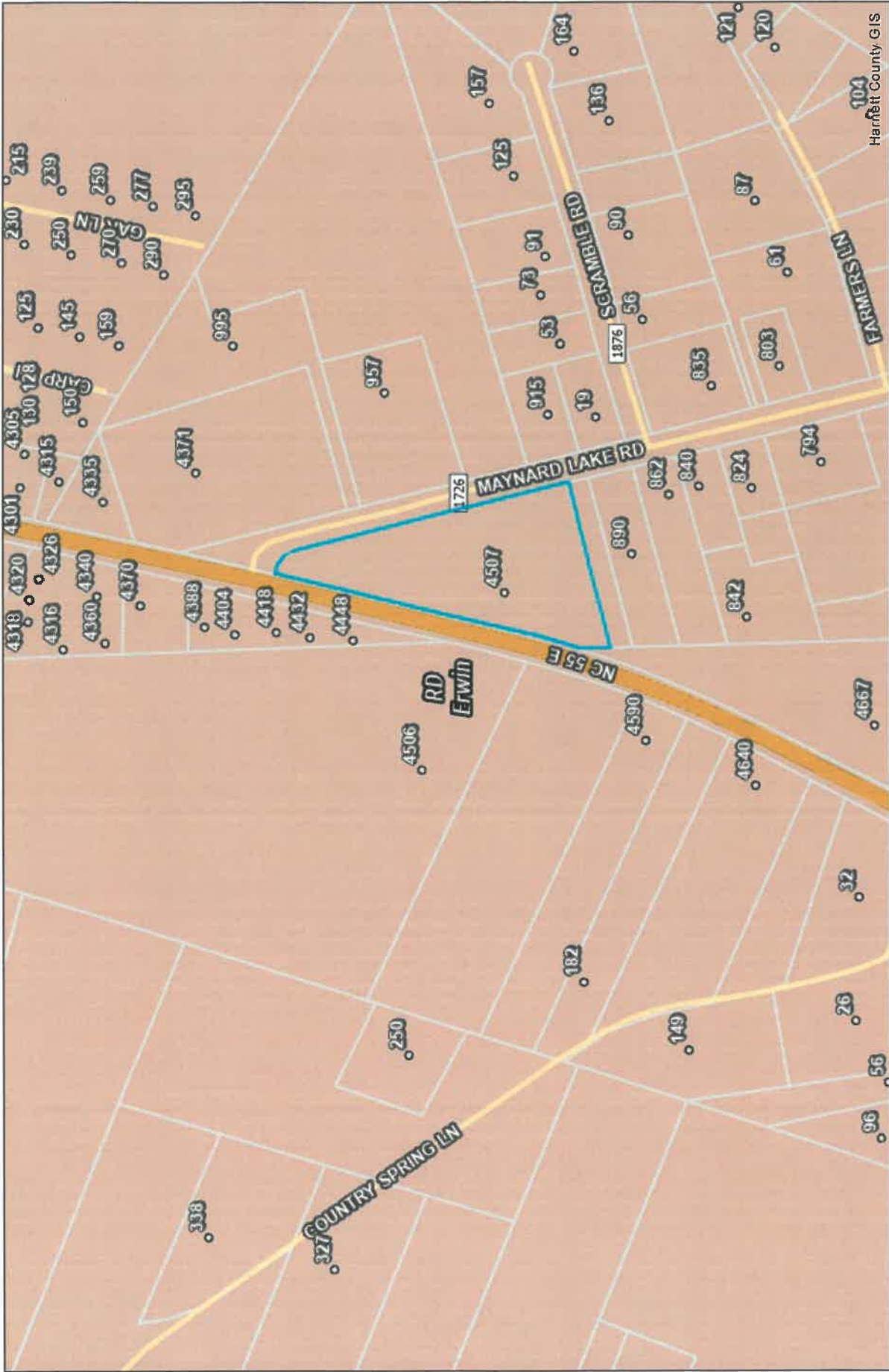
Statement of In-Consistency

The requested rezoning to B2-CD is **NOT** compatible with all of the Town of Erwin's regulatory documents and it would have a negative impact on the surrounding community. It is recommended that this rezoning request **NOT BE APPROVED**.

Attachments:

- ZT-2022-006 Application
- Harnett County GIS Image with zoning districts
- Harnett County GIS Image without zoning districts
- Adjacent property owner sheet
- Public notice letter sent to adjacent property owners

Harnett GIS



Surrounding County Boundaries
 City Limits
 County Boundary
 Address Numbers

Airport
 Major Roads
 Interstate
 NC
 US

Roads
 Mile_Markers
 Mile_Markers
 Railroad
 Parcels

ETJ Boundary

North
 East
 South
 West

0 165 330 660 Feet
 1 inch = 376 feet

Harnett County GIS

GIS/E-911 Addressing
 October 7, 2022

NOT FOR LEGAL USE.

Harnett GIS



Surrounding County Boundaries
City Limits
County Boundary
Address Numbers

US
Roads
Mile_Markers
Mile_Markers

Airport
MajorRoads
Interstate
NC

Railroad
Parcels

0 165 330 660 Feet
1 inch = 376 feet
98

GIS/E-911 Addressing
 October 7, 2022

Midway Pentecostal Holiness
PO Box 667
Erwin, NC 28339

Sharon Pope Hayes
1845 Abattoir Road
Coats, NC 27526

Nicole Day Dunn
121 Erwin Avenue
Erwin, NC 28339

NC Property Investors, LLC
PO Box 190
Clayton, NC 27528

Steve and Dayna Murphy
175 Drum INLT
Morehead City, NC 28557

William Hawley
PO Box 306
Angier, NC 27501

Kimber Group
PO Box 181
Erwin, NC 28339

John and Phyllis Avery
6076 Red Hill Church Road
Coats, NC 27526

Ashley Sanders
19 Scramble Road
Erwin, NC 28339



TOWN OF ERWIN

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

10/10/2022

Notice of a Public Hearing ZT-2022-006

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

The Board of Commissioners of the Town of Erwin will hold a public hearing pursuant to NC General Statute 160D-406 on November 3rd, 2022 at 7:00 P.M. at the Erwin Town Hall, 100 West F Street, Erwin, North Carolina to hear public comment on a proposed rezoning request.

There has been a zoning map amendment application submitted to the Town. The property is located at 4507 NC 55 East. The property can be identified by its Harnett County PIN # 0598-92-2261.000. The property is currently in our Rural District (RD) Zoning District. The applicant has requested to have this parcel rezoned to a Highway Business Conditional District (B2-CD)

A copy of this case is available for review at the Erwin Town Hall. Questions concerning this case can be addressed to the Town Manager Snow Bowden at 910-591-4200 or by email at townmanager@erwin-nc.org.

Regards,

Snow Bowden
Town Manager

NOTICE OF PUBLIC HEARING

The Town of Erwin Board of Commissioners will conduct a Public Hearing on the following item pursuant to NC General Statute 160D-406, on Thursday, November 3, 2022, at 7:00 P.M. in the Erwin Municipal Building Board Room located at 100 West F Street, Erwin, NC 28339. Questions can be addressed to the Town Manager Snow Bowden at 910-591-4200 or by email at townmanager@erwin-nc.org.

- Case ZT-2022-006: Request to have a parcel located at 4507 NC 55 East rezoned from Rural District (RD) to Highway Business Conditional District (B2-CD). The property can also be identified by its Harnett County Tax PIN # 0598-92-2261.000.

This case is available for review at the Erwin Town Hall. All persons desiring to be heard either for or against the proposed items set forth above are requested to be present at the above-mentioned time and place.
10/18,25/2022

MINUTES CONTINUED FROM OCTOBER 24, 2022

- We have identified and obtained charges against the person that hit the two children that ran into the road on the day of Denim Days. This incident happened outside of the scope of Denim Days or the parade. The person being charged has cooperated and will be turning themselves in.
- Chris Jones is here tonight. He is our new Code Enforcement Officer. He has already sent out over 50 violation letters and we are starting to see some people clean up their yards so far. Mr. Jones is going to work with our property owners as much as possible to get violations cleaned up.
- We were lucky to not have much damage from Hurricane Ian in Town. But we did have a lot of limbs/yard debris placed at the road. EPW has been hard at work getting it all up. I believe that we are caught up. I would like to thank Mark Byrd and his staff for all of their hard work.
- The Erwin Area Chamber of Commerce will be having their tree lighting ceremony on Monday, November 28th starting at 6 PM. The Christmas parade will be at 7 PM on Monday, December 5th. There will be a float for the members of the board to ride on (with their spouse if they would like to, but you do not have to). I will have a float number for you closer to the parade.
- Our updated website is still in the works. We still need to receive training on how to update it and operate the new site. We also will need to get some new pictures, and files updated, links to other sites checked, ensure compliance with ADA, and check for any errors on the new site before launching. With the upcoming holiday season, we might push back a relaunch until sometime in 2023. I plan on running the updated site by all of the members of the Board before launching for feedback.
- I have started to send some documentation to Stewart (the firm that is handling our Comprehensive Land Use Plan). They have gotten the process started. With the upcoming holiday season, we are going to plan to have our initial kick-off meeting at our January Planning Board meeting. As a reminder our January Planning Board meeting is on Tuesday, January 17th at 7 PM instead of our normal day of Monday due to Dr. Martin Luther King Jr.'s Birthday Holiday.
- We have submitted our final reimbursement request for the PARTF grant we received for the improvements to Al Woodall Park. Our request to have the scope of work amended was approved. We stayed under budget and were actually able to get more completed than we thought we were going to get done. This project went well and there were some great improvements to Al Woodall Park. We are going to have our final close-out meeting on November 16th.
- The Board of Adjustments did grant a variance for the case BOA-2022-001 to allow a larger-than-allowed accessory structure at 700 Lucas Street. Town Staff did recommend that the variance request be denied due to it not being a true hardship.
- I will be putting the final touches on our grant application for the depot project by this Wednesday. There were some glitches in the software I spoke to someone from the State today that helped me get through the issues.
- I am working with the Erwin Lion's Club to help find them two different places just outside the NCDOT ROW to place their signs. I am still waiting on them to get one of their logo signs to put on the EPW brick sign.
- I reached out to Sign and Awning. I apologize there must have been a miscommunication on my end but things are moving forward with the Erwin Community Building sign. It should be up in 4-8 weeks if not sooner.
 - The LED sign for Town Hall should be up in 4-8 weeks as well.

MINUTES CONTINUED FROM OCTOBER 24 2022

- We followed back up with NCDOT on the Welcome to Erwin sign on HWY 217 as you head North into Town. It was supposed to be replaced over a year ago. It is in the process now.
- The potential buyers of the Erwin Business complex reached out to Mayor Baker and me today. We are going to get a phone call conference set up to hear their plans hopefully soon. It is still scheduled to hopefully close by the end of November 2022.
- Ample Storage has submitted building plans and a zoning permit to the Town of Erwin for a climate control storage facility located off of HWY 421 (where the Whitehouse restaurant used to be). Town Staff is reviewing the plans to ensure that they are in compliance with our rules and regulations. They will also be required to obtain a soil and erosion permit from NC DEQ. They will also have to get a driveway permit from NCDOT. I do not have a timeline of when they will be tearing the old building down on site but it will be torn down before construction is started.
- University Storage (existing storage units across the street) has submitted plans and a zoning permit for an additional building for climate control storage units and some similar outside units. The plans are well put together and will be an improvement to that site.
- As a reminder, the Town did approve plans for a new urgent care facility located off of HWY 421 next to Aarons.
- We have received some questions from a law office about some type of potential development on the remaining lots in that office park.
- I am still fielding calls for potential residential developments in Town.
- The only public hearing at our November Town Board meeting will be the rezoning request ZT-2022-006 that I mentioned earlier tonight.
- I will be at a class at the UNC School of Government this Thursday and Friday.

ATTORNEY'S REPORT

Town Attorney Tim Morris apologized for being late. He stated the changes in the Animal Ordinance were just some nominal changes and he felt were fine. As for the Cloudwyze lease, he has issues with the timing, forever is a long time. He felt the lease was a bit heavy-handed.

Mayor Baker stated the Board's biggest concern was the issue of the permanent easement interfering with the lease we already have in place or future leases.

Town Attorney Tim Morris stated he and Town Manager Snow Bowden will discuss it.

GOVERNING COMMENTS

Commissioner Nelson stated he would like the Board and staff to help him come up with some type of program to get kids off of the streets.

Mr. Bowden stated the park tries to help by offering camps and different opportunities in the summer but we will try to come up with something else.

Commissioner Nelson left at 7:23 PM.

Commissioner Turnage stated whoever is responsible for getting the grass cut on Mason Drive, he is very thankful because he isn't embarrassed to ride down that road anymore. He asked that we

MINUTES CONTINUED FROM OCTOBER 24 2022

continue pushing for DOT to put sidewalks down S 13th Street. Also, he stated that Police Chief Jonathan Johnson has really stepped it up on his Monthly Department Report. He asked that the new Code Enforcement Officer start submitting Department Reports as well.

Town Manager Snow Bowden stated he has planned to ask the Code Enforcement Officer to start submitting reports in December.

Mayor Baker expressed his concern for the graphite at the park.

Mr. Bowden stated he spoke with Recreation Director Doug Stevens and park staff will be stepping up their game to keep it covered up.

ADJOURNMENT

Commissioner Marbell made a motion to adjourn at 7:27 P.M. and was seconded by Commissioner Turnage. **The Board voted unanimously.**

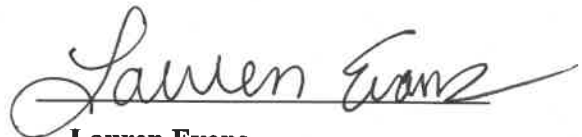
**MINUTES RECORDED AND TYPED BY
LAUREN EVANS TOWN CLERK**



Randy Baker

Mayor

ATTEST:



Lauren Evans

Town Clerk