

**THE ERWIN BOARD OF COMMISSIONERS
SEPTEMBER 2022 REGULAR MEETING
THURSDAY, SEPTEMBER 1, 2022 @ 7:00 P.M.
ERWIN MUNICIPAL BUILDING BOARDROOM**

AGENDA

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

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

3. **CONSENT**

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

 - A. Minutes of Joint Meeting with Planning Board on July 18, 2022 **(Page 2)**
 - B. Minutes of Workshop on July 25, 2022 **(Page 5)**
 - C. Minutes Regular Meeting on August 4, 2022 **(Page 9)**
 - D. Financial Report for July 2022 **(Page 15)**
 - E. Mayor and Board of Commissioners Code of Ethics **(Page 17)**
 - F. Library Lease **(Page 23)**
 - G. LED Sign Policy **(Page 33)**
 - H. CPNI **(Page 34)**
 - I. Planning Board Resignation: William Morris **(Page 38)**

4. **PUBLIC COMMENT**

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

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

6. **PUBLIC HEARING**
 - A. Proposed Text Amendment to our Code of Ordinances: Rural District (RD) **(Page 39)**

7. **NEW BUSINESS**
 - A. Bryant Road Subdivision Preliminary Plat **(Page 43)**

8. **MANAGER'S REPORT**

9. **ATTORNEY'S REPORT**

10. **GOVERNING BODY COMMENTS**

11. **ADJOURNMENT**

ERWIN BOARD OF COMMISSIONERS**REGULAR MINUTES****SEPTEMBER 1, 2022****ERWIN, NORTH CAROLINA**

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding held its Regular Meeting in the Erwin Municipal Building Board Room on Thursday, September 1, 2022, at 7:00 P.M. in Erwin, North Carolina.

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

Town Manager Snow Bowden, Town Clerk Lauren Evans, Town Attorney Tim Morris, and Investigator Ethan Core were present.

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

Commissioner McKoy gave the invocation.

Pastor Green led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

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

CONSENT

Commissioner Blackmon made a motion to approve **(ITEM A)** Minutes of Joint Meeting with Planning Board on July 18, 2022 **(ITEM B)** Minutes of Workshop on July 25, 2022 **(ITEM C)** Minutes Regular Meeting on August 4, 2022 **(ITEM D)** Financial Report for July 2022 **(ITEM E)** Mayor and Board of Commissioners Code of Ethics **(ITEM F)** Library Lease **(ITEM G)** LED Sign Policy **(ITEM H)** CPNI **(ITEM I)** Planning Board Resignation: William Morris and was seconded by Commissioner Turnage. **The Board voted unanimously.**

PUBLIC COMMENT

No one was present for Public Comment.

TOWN OF ERWIN
FINANCIAL SUMMARY REPORT
FOR MONTH OF July 2022



REVENUES	ANNUAL BUDGET	July '22 ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
CURRENT YEAR LEVY OF PROPERTY TAXES	1,480,196.00	0.00	0.00	0.00%
CURRENT YEAR MOTOR VEHICLE TAXES	167,985.00	0.00	0.00	0.00%
PRIOR YEAR TAXES / Penalties & Interest	10,000.00	1,003.00	1,003.00	10.03%
UTILITIES FRANCHISE TAXES	190,270.00	0.00	0.00	0.00%
ENTRITY FEES	20,000.00	1,345.00	1,345.00	6.73%
SALES & USE TAX	750,000.00	83,026.00	83,026.00	11.07%
ZONING PERMITS/APPLICATIONS	13,000.00	4,615.00	4,615.00	35.50%
REFUSE COLLECTIONS FEES	421,000.00	41,630.00	41,630.00	9.88%
STORM WATER COLLECTION	69,000.00	5,604.00	5,604.00	8.12%
ALL OTHER REVENUES	1,352,298.00	52,801.00	52,801.00	3.90%
	4,493,739.00	190,024.00	190,024.00	4.23%
EXPENDITURES	ANNUAL BUDGET	July 2022 ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	44,115.00	2,001.00	2,001.00	4.54%
ADMINISTRATION	323,064.00	22,296.00	22,296.00	6.90%
NON-DEPARTMENTAL	341,273.00	109,751.00	109,751.00	32.18%
PLANNING & INSPECTIONS	161,686.00	145.00	145.00	0.09%
POWELL BILL-STREETS	177,000.00	2,000.00	2,000.00	1.13%
POLICE	1,119,863.00	79,421.00	79,421.00	7.09%
POLICE-SRO	70,706.00	5,749.00	5,749.00	8.13%
CONTRACT SERVICES-FIRE	330,168.00	0.00	0.00	0.00%
PUBLIC WORKS-ADMIN.	122,529.00	14,229.00	14,229.00	11.61%
PUBLIC WORKS-STREETS	423,721.00	22,022.00	22,022.00	5.20%
PUBLIC WORKS-SANITATION	751,244.00	21,668.00	21,668.00	2.88%
PUBLIC WORKS-STORM WATER	57,000.00	2,000.00	2,000.00	3.51%
RECREATION	484,175.00	27,814.00	27,814.00	5.83%
LIBRARY	69,405.00	5,385.00	5,385.00	7.76%
COMMUNITY CENTER	8,000.00	586.00	586.00	7.33%
	4,493,739.00	316,067.00	316,067.00	7.01%
Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE)	4,493,739.00	(125,043.00)	(125,043.00)	

BANK BALANCES AS OF July 2022		
NC Capital Mgt Trust - Cash Management		2,661,055.46
TRUIST - CASH IN BANK		131,283.30
FIRST FEDERAL PRESTIGE - BUSINESS MONEY MARKET		136,863.00
FIRST FEDERAL PREMIUM - BUSINESS MONEY MARKET		888,437.95
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS		3,787,638.71
TRUIT - STATE FORFEITURE		1,876.05
TRUIT - CAPITAL RESERVE/COMM. ENHANCEMENT		217,727.76
FIRST FEDERAL CAP - RESERVE		2,353,964.79
TRUIT - HEALTH RESERVE HRA ACCT.		20,005.09
TRUIT - PRIEBE FIELD ACCT.		23,783.38
AL WOODALL PARK IMPROVEMENTS		388,175.66
TRUIT - AMERICAN RELIEF FUNDS - (ARPA) Federal Grant		1,415,503.35
TRUIT - Community Building Renovation - (SCIF) State Grant		93,116.12
Y-T-D INVESTMENT BALANCE RESTRICTED FUNDS		4,514,254.20
CUMULATIVE BALANCE FOR TOWN OF ERWIN		8,301,893.91

POWELL BILL BALANCE
 \$ 238,243.32

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



	YTD		YTD		YTD
	Jul-22	Jul-21	Jul-21	DIFFERENCE	
Revenues					
CURRENT YEAR LEVY OF PROPERTY TAXES	0.00	0.00	0.00	0.00	
CURRENT YEAR MOTOR VEHICLE TAXES	0.00	0.00	0.00	0.00	
PRIOR YEAR TAXES / Penalties & Interest	1,003.00	29,022.00	29,022.00	(28,019.00)	
UTILITIES FRANCHISE TAXES	0.00	0.00	0.00	0.00	
ENTRY FEES	1,345.00	1,675.00	(330.00)		
SALES & USE TAX	83,026.00	73,802.00	9,224.00		
ZONING PERMITS/APPLICATIONS	4,615.00	1,640.00	2,975.00		
REFUSE COLLECTIONS FEES	41,630.00	39,151.00	2,479.00		
STORM WATER COLLECTION	5,904.00	5,139.00	765.00		
ALL OTHER REVENUES	52,801.00	34,323.00	18,478.00		
	\$ 190,024.00	184,752.00	5,272.00		
Expenditures					
GOVERNING BODY	2,001.00	1,776.00	225.00		
ADMINISTRATION	22,296.00	21,151.00	1,145.00		
NON-DEPARTMENTAL	109,751.00	111,983.00	(2,232.00)		
PLANNING & INSPECTIONS	145.00	347.00	(202.00)		
POWELL BILL-STREETS	2,000.00	2,000.00	0.00		
POLICE	79,421.00	67,312.00	12,109.00		
POLICE-SRO	5,749.00	5,571.00	178.00		
CONTRACT SERVICES-FIRE	0.00	5,224.00	(5,224.00)		
PUBLIC WORKS-ADMIN.	14,229.00	9,593.00	4,636.00		
PUBLIC WORKS-STREETS	22,022.00	25,370.00	(3,348.00)		
PUBLIC WORKS-SANITATION	21,668.00	1,881.00	19,787.00		
PUBLIC WORKS-STORM WATER	2,000.00	3,549.00	(1,549.00)		
RECREATION	27,814.00	24,220.00	3,594.00		
LIBRARY	5,385.00	5,455.00	(70.00)		
COMMUNITY CENTER	586.00	266.00	320.00		
	\$ 315,067.00	285,698.00	29,369.00		

BANK ACCOUNT BALANCES			
	YTD	YTD	YTD
	Jul-22	Jul-21	Jul-21
CASH MANAGEMENT	2,661,055.46	1,989,049.37	1,989,049.37
BB&T CASH IN BANK	131,283.30	210,893.95	210,893.95
FIRST FEDERAL BUSINESS M	136,863.00	136,561.49	136,561.49
FIRST FEDERAL MONEY MARKET	858,437.95	856,727.48	856,727.48
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS	\$ 3,787,639.71	3,193,232.29	3,193,232.29
BB&T STATE FORFEITURE	1,976.05	4,246.64	4,246.64
BB & T CAPITAL RESERVE/COMM. ENHANCEMENT	217,727.76	191,201.67	191,201.67
FIRST FEDERAL CAP. RESERVE/GENERAL	2,353,964.79	2,349,274.46	2,349,274.46
BB&T HEALTH RESERVE HRA ACCT.	20,005.09	17,198.42	17,198.42
PRIEBE FIELD ACCT.	23,783.38	10,448.44	10,448.44
AL WOODALL PARK IMPROVEMENTS	388,175.66	347,940.85	347,940.85
AMERICAN RELIEF FUNDS: ARPA Grant	1,415,503.35	821,602.01	821,602.01
Community Bldg. Renovation: SCIF GRANT	93,118.12		
Y-T-D BALANCE RESTRICTED FUNDS	\$ 4,514,254.20	3,741,913.49	3,741,913.49
CUMULATIVE BALANCE FOR TOWN OF ERWIN	\$ 8,301,893.91	6,935,145.78	6,935,145.78



TOWN OF ERWIN

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

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

Code of Ethics for the Board of Commissioners of the Town of Erwin, North Carolina

Code 2022-2023-001

WHEREAS, the Constitution of North Carolina, Article I, Section 35, reminds us that a “frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty,” and

WHEREAS, a spirit of honesty and forthrightness is reflected in North Carolina’s State Motto, *Esse Quam Videri*, “To Be Rather than to Seem,” and

WHEREAS, Section 160A-86 of the North Carolina General Statutes requires local governing boards to adopt a code of ethics, and

WHEREAS, as public officials we are charged with upholding the trust of the citizens and residents of the Town of Erwin, and with obeying the law, and

WHEREAS, as public officials of Town of Erwin we believe our citizens and residents are entitled to the most open and ethical government possible under the law.

NOW THEREFORE, in recognition of our blessings and obligations as citizens of the State of North Carolina and as public officials representing the citizens and residents of Town of Erwin and acting pursuant to the requirements of Section 160A-86 of the North Carolina General Statutes, we the Town of Erwin Board of Commissioners, do hereby adopt the following General Principles and Code of Ethics to guide the Board of Commissioners in its lawful decision-making. The Town of Erwin Board of Commissioners directs all advisory boards and committees, which currently serve, or which may in the future be created to serve, the Board of Commissioners, to respect and abide by these same General Principles and Code of Ethics in the performance of their lawful duties insomuch as they may be applicable to the performance thereof.

GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS

- The stability and proper operation of democratic representative government depends upon public confidence in the integrity of the government, and upon responsible exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure.
- Board members must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.
- Board members must always remain aware that at various times they play different roles:
 - As advocates, who strive to advance the legitimate needs of their citizens and residents,
 - As legislators, who balance the public interest and private rights in considering and enacting ordinances, orders, and resolutions, and
 - As fair and impartial decision-makers, when making quasi-judicial and administrative determinations.

Board members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.

- Board members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each official must find within his or her own conscience the touchstone by which to determine what conduct is appropriate.

CODE OF ETHICS

Purpose.

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the Board of Commissioners and to provide guidance in determining what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a board member's best judgment.

Section 1.

(a) Board members should obey all laws that apply to their official actions as members of the board. Board members should be guided by the spirit as well as the letter of the law in whatever they do. At the same time, board members should feel free to assert policy positions and opinions without fear of reprisal from fellow board members or citizens. To assert that a board member is behaving unethically due to the fact that one has a disagreement with that board member based on a question of policy (and not on the board member's ethical behavior) is unfair, dishonest, irresponsible, and is itself unethical.

(b) Board members should endeavor to keep themselves up-to-date, through the board's attorney, of the most pertinent constitutional, statutory, and other legal requirements with which they must be familiar in order to meet their legal responsibilities. A list of applicable laws and regulations accompanies this Code as Attachment "A".

(c) Board members shall comply with General Statute §160A-87 in receiving two clock hours of ethics education within 12 months of each appointment or election to office. Board members may additionally receive two clock hours of ethics education annually, but failure to receive such additional ethics education shall not constitute a violation of this Code of Ethics.

Section 2.

Board members should act with integrity and with independence from improper influence as they exercise the functions of their offices. Characteristics and behaviors that are consistent with this standard are:

- Adhering firmly to a code of sound values.
- Behaving consistently and with respect towards everyone with whom they interact.
- Exhibiting trustworthiness.
- Living as if they are on duty as elected officials regardless of where they are or what they are doing.
- Using their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner.

- Remaining incorruptible, self-governing, and not subject to improper influence, while at the same time being able to consider the opinions and ideas of others.
- Disclosing contacts and information about issues that they receive outside of public meetings, and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves.
- Treating other board members and the public with respect, and honoring the opinions of others even when they disagree.
- Being careful not to reach conclusions on issues until all sides have been heard.
- Showing respect for their office and not behaving in ways that reflect badly on it.
- Recognizing that they are part of a larger group and acting accordingly.
- Recognizing that individual board members are not generally allowed to act on behalf of the board, but may only do so if the board specifically so authorizes, and that the board must take official action as a body.

Section 3.

(a) Board members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach. Although opinions may vary about what behavior is inappropriate, this board will consider impropriety in terms of whether a reasonable person who is aware of all of the relevant facts and circumstances surrounding the board member's action would conclude that the action was inappropriate.

(b) Board members shall, at the first regular meeting after the annual organizational meeting of the Board immediately after assuming office, and annually thereafter, file with the Clerk to the Board of Commissioners a written statement describing any interest he or she or his or her spouse or domestic partner has in real property situated in whole or in part in the Town of Erwin or its Extraterritorial Jurisdiction and the general description or location of that property.

(c) Board members shall, at the first regular meeting after the annual organizational meeting of the Board immediately after assuming office, and annually thereafter, file with the Clerk to the Board of Commissioners a written statement describing any legal, equitable, beneficial or contractual interest he or she or his or her spouse or domestic partner has in any business, firm or corporation, which is currently doing business with the Town of Erwin pursuant to contracts awarded by the Town of Erwin, or is attempting, or has attempted in the past calendar year, to secure the award of a bid from the Town of Erwin or the approval of any Board or Agency of the Town of Erwin.

(d) If a board member believes that his or her actions, while legal and ethical, may be misunderstood, he or she should seek the advice of the board's attorney and should consider publicly disclosing the facts of the situation and the steps taken to resolve it, such as consulting with the attorney.

(e) Sections 3(b) and 3(c) shall specifically apply to the Board of Commissioners of the Town of Erwin, Board of Adjustment of the Town of Erwin, and Planning Board of

the Town of Erwin and any other advisory boards or committees specifically designated by the Board of Commissioners except that members of boards other than the Board of Commissioners shall file the required disclosure within 30 days of their initial and subsequent appointments to said boards.

Section 4.

Board members should be faithful in the performance of the duties of their offices. They should act as especially responsible citizens whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

Board members should faithfully attend and prepare for meetings. They should carefully analyze all credible information that is properly submitted to them, mindful of the need not to engage in communications outside the meeting in quasi-judicial matters. They should demand full accountability from those over whom the board has authority.

Board members should be willing to bear their fair share of the board's workload. To the extent appropriate, they should be willing to put the board's interests ahead of their own.

Section 5.

Elected members of local governing boards should conduct the affairs of their boards in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should remember when they meet that they are conducting the public's business. They should also remember that the records of their local government belong to the public and not to them or their employees. They should make clear that a climate of openness is to be maintained at all times in their governmental units.

In order to ensure strict compliance with the laws governing openness, governing board members should strive to be open. They should prohibit unjustified delay in fulfilling public records requests. They should take deliberate steps to ensure that any closed sessions held by the board are lawfully conducted, and that such sessions do not stray from the purposes for which they are called.

Section 6.

If, by a majority vote of the board, the board has reasonable cause to believe that one or more of its members has violated a provision of this Code of Ethics, it may at a regular meeting of the Board of Commissioners direct the Town Attorney to open an investigation into the matter. All information compiled, including the grounds for the

finding of reasonable cause, shall be shared with the member when it is received. All information pertaining to the case shall be open to public inspection and copying pursuant to the North Carolina public records statutes. If, upon investigation of a violation of this Code of Ethics, the board has reasonable cause to believe that a violation of a criminal law may have occurred, it shall refer the matter to the local district attorney. Should the board determine that it wishes to proceed further with censure proceedings, it shall, by a majority vote, call for a hearing to be held at a regular meeting or at a special meeting convened for that purpose and shall adhere to the procedures set out in Attachment "B" "Censure Procedure". This section shall apply only to the Board of Commissioners of the Town of Erwin.

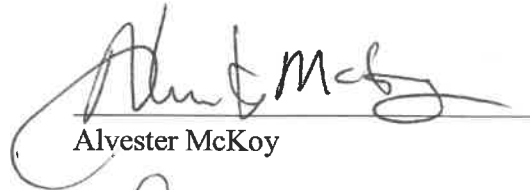
Adopted this the 1st day of September 2022.



Randy Baker, Mayor



Ricky Blackmon, Mayor Pro Tem



Alvester McKoy



Timothy Marbell



Charles Byrd



David Nelson



William Turnage

NORTH CAROLINA
HARNETT COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into this 1st day of August 2022, by and between the Town of Erwin, a municipal body politic and municipal corporation (hereinafter referred to as "LESSOR") and the County of Harnett, a body politic and political subdivision of the State of North Carolina, (hereinafter referred to as "LESSEE")

WHEREAS, LESSEE operates the Erwin Branch of the Harnett County Library System and is seeking a central location in Erwin for its operations;

WHEREAS, LESSEE desires to lease space at the property owned by LESSOR, to wit, the Erwin Community Building located at 110 W. F Street, Erwin, North Carolina (hereinafter referred to as the "Community Building") for a term of three (3) years and automatically renew for consecutive three (3) year terms;

WHEREAS, LESSOR and LESSEE desire to enter into this Lease for the purpose of setting forth the respective rights, obligations and duties of each party.

NOW, THEREFORE, in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are set forth below, LESSOR and LESSEE agree as follows:

1. **Premises.** LESSOR shall lease to LESSEE and LESSEE shall lease from LESSOR approximately 1,950 net square feet of space that located in the Erwin Community Building at 110 W. F Street, Erwin, Harnett County, North Carolina and further identified as "Library," on the attached floor plan entitled Exhibit A (hereinafter referred to as the "Premises"). In no event does LESSOR grant any interest in any property for which LESSOR is not the recorded owner. The Premises is leased for the express purpose of allowing LESSEE to conduct library operations and programs. In addition to the leased Premises, LESSEE shall have access to the shared spaces and rooms, including the Boardroom and Foyer and parking lots located on said property. Upon scheduling use of shared space and rooms with LESSOR, LESSEE's use of the reserved space shall be guaranteed. LESSEE acknowledges that parking spaces are not reserved for LESSEE's operations under this Lease and that LESSOR cannot guarantee sufficient parking for LESSEE's operations.
2. **Term.** The term of this Lease ("Initial Term") shall commence upon execution of this Lease by both parties ("Commencement Date") for a term of three (3) years and shall automatically renew for consecutive three (3) year terms unless terminated in accordance with provisions contained herein.

3. **Rent.** The rent for the Term of the Lease shall be \$0.00 per year. LESSEE shall pay its pro rata share of the total cost of utilities, as defined in Section 16 of this Lease, for the Premises. LESSOR shall be responsible for the cost of trash collection and removal. LESSEE's pro rata share of utility costs represents the ratio of the Rentable Square Footage of the Premises (identified in Section 1) to the total Rentable Square Footage of the Building, as determined by LESSOR from time to time. Changes in Rentable Square Footage shall be effective on the first day of the first calendar month following the change. LESSEE shall pay to LESSOR at such place as LESSOR shall designate in writing. Upon the termination of this Lease, title to all improvements to the Premises, except for LESSEE's personal property, shall be automatically transferred to LESSOR. LESSOR and LESSEE agree that LESSEE shall not be entitled to any compensation or reimbursement from LESSOR for any repairs, maintenance, construction costs, or any other expenses LESSEE incurs as a result of LESSEE's use or lease of the Premises.
4. **Title and Quiet Possession.** LESSOR represents and covenants that LESSOR owns the Premises in fee simple except as set out in matters of record. LESSEE assumes the burden of conducting a title search or other investigation to its satisfaction. LESSOR represents and warrants to LESSEE that LESSOR has the full right to make this Lease and that LESSEE shall have quiet and peaceful possession of the Premises throughout the term of this Lease.
5. **Title Insurance.** LESSEE, at LESSEE's option and expense, may obtain title insurance on the Premises.
6. **No Waste or Nuisance.** During the term of this Lease, LESSEE shall comply with all applicable Laws affecting the Premises, the breach of which might result in any penalty on LESSOR or forfeiture LESSOR's title to the Premises. LESSEE shall obtain any necessary governmental licenses or authorization required for the provision of LESSEE's operations and programs and shall furnish copies of same to LESSOR if requested. LESSOR shall reasonably cooperate with LESSEE's efforts to obtain necessary licenses and authorizations.
7. **Assignment and Subleasing.** LESSEE may not sublet the Premises in whole or in part. LESSEE shall not assign or transfer this Lease, or any interest herein. In the event LESSOR should transfer its interest in the Erwin Community Building in which the Premises is located, LESSOR shall have no further duties or obligations hereunder provided that the transferee agrees to assume all of the duties and obligations imposed hereunder on LESSOR and upon such third party's assignment not to amend, modify, or change in any manner whatsoever LESSEE's rights and obligations hereunder. Upon such a transfer, LESSEE shall, for all purposes expressed herein and incidental hereto, accept such transferee as its LESSOR hereunder. LESSOR may assign any or all rights, duties, and obligations created hereunder without the consent of LESSEE, provided such third party agrees not to amend, modify, or change in any manner whatsoever LESSEE's rights and obligations hereunder and assumes without modification LESSOR's rights and

obligations hereunder. In all other circumstances, LESSOR shall first have obtained the written consent of LESSEE, which consent shall not be unreasonably withheld.

8. **Notices.** Any notice, report, statement, approval, consent, designation, demand, or request to be given, and any election to be exercised by a party under the provisions of this Lease shall be deemed to be given and received three days when made in writing and sent by United States certified or registered mail, postage prepaid, to the other party at the applicable address set forth below:

LESSOR: Snow Bowden
 Town of Erwin
 Post Office Box 459
 Erwin, North Carolina 28339

LESSEE: Brent Trout
 County Manager
 Post Office Box 759
 Lillington, North Carolina 27546

With copy to:

Senior County Staff Attorney
Post Office Box 238
Lillington, North Carolina 27546

9. **Condition of Premises.** LESSOR warrants that the Premises will be in a condition that would be safe for the provision of LESSEE's activities. LESSEE shall be solely responsible for maintaining the Premises in a safe and secure condition at all times that LESSEE occupies the Premises. LESSEE has the right to perform a walkthrough of the Premises prior to leasing the Premises from the LESSOR. LESSOR shall repair items identified by LESSEE during the walkthrough within either thirty (30) or sixty (60) days of the execution of this Lease, as outlined in the Walkthrough Punchlist, hereby incorporated and attached as Exhibit B. Issues identified that compromise the safety of the Premises and/or persons shall be addressed immediately.
10. **Maintenance of the Premises.** LESSOR shall be responsible for the general maintenance of the Premises including, but not limited to: roof; flooring; stairs; HVAC; electrical; lighting fixtures, including ballasts and light bulbs; fire extinguishers; windows; pest control; plumbing; parking areas; landscaping; exterior and interior walls; sidewalks; and foundation. Repairs on maintenance to the above listed systems shall be performed as soon as practicable upon learning of an issue. LESSOR shall perform a monthly inspection of fire extinguishers, safety lighting, smoke detectors, evacuation signage, occupancy signage, and HVAC air filters. LESSOR shall be responsible for general janitorial duties of the shared spaces and any space not leased to the County in the Community Building.

LESSOR shall not be responsible for the janitorial duties of the Premises and the repairs and maintenance of any improvements, fixtures and equipment installed by LESSEE.

11. **LESSEE Damage**. LESSEE shall be responsible for the costs to replace or repair any damage caused to the Premises of the Erwin Community Building or grounds by the negligence or willful misconduct of LESSEE, its agents, employees, volunteers, members, and invitees. LESSEE shall either: 1) repair or replace any such damage; or 2) reimburse LESSOR for the costs to replace or repair any such damage within 30 days upon written demand by LESSOR.
12. **Damage or Defect**. LESSEE agrees to notify LESSOR immediately upon discovery of any damage or defect in need of repair to the Premises pursuant to Sections 10 and 11 of this Lease. If the damage or defect is not result from the negligence or willful misconduct of LESSEE, its agents, employees, volunteers, members, and invitees, and is a repair obligation incurred by LESSOR pursuant to Section 10 of this Lease, repair of the damage or defect shall be made by LESSOR at LESSOR's expense as soon as practicable.
13. **LESSEE Improvements**. LESSEE shall have the right, at its sole expense, to make such improvements on the Premises as it may deem necessary, including any improvements necessary for LESSEE's operations or programs, with the prior written approval of LESSOR. LESSOR's approval shall not be unreasonably withheld. LESSEE shall be solely responsible for the cost of any required work. However, LESSEE shall not destroy, remove, or make any improvements or changes to the Premises which would adversely impact the market value of the Premises or LESSOR's ability to use the Premises upon the termination of this Lease without the prior written permission of the LESSOR.

During the term of this Lease, LESSEE shall maintain the Premises in a safe, clean, and neat condition. Upon termination of this Lease, LESSOR shall take possession and ownership of all improvements to the Premises, except for LESSEE's personal property. LESSOR may inspect any installation or other work performed on the Premises.

To the extent that any repairs or changes are occasioned by (a) the acts of LESSEE, its agents, servants, employees, contractors, or invitees; (b) a defect or malfunction in LESSEE's equipment or any attachments thereto; (c) a safety hazard, or violation of any applicable statute, rule, regulation, order, directive, or standard relating thereto, in or caused by LESSEE's property; (d) any changes or improvements to the Premises requested or made by LESSEE; or (e) any violation or breach of any provision of this Lease by LESSEE or anyone acting under it; then LESSEE shall either: 1) repair or replace any such damage; or 2) reimburse LESSOR for the costs to replace or repair any such damage within 30 days upon written demand by LESSOR.

14. **Right of Entry**. LESSOR may enter the Premises immediately, and without notice to LESSEE in the event of emergency repairs to the Premises. In all other circumstances, LESSOR may enter the Premises for inspection, repair, alteration, or improvement of the

Premises, but will provide Lessee with 24 hours' notice of its intention to enter the Premises, and will not interfere with LESSEE's business operations during entry of the Premises.

15. **Operating Expense.** LESSEE shall be responsible for arranging for the installation and operation of internet service, phone service, security systems, and other such services required for the use of the Premises by LESSEE and shall pay directly to the supplier thereof all charges, fees, or assessments for installation, connection, operation, and use of such services. Prior to installation of any such services, LESSEE shall obtain the written approval of LESSOR, which approval shall not be unreasonably withheld, and LESSEE shall coordinate with LESSOR as to the proper area(s) for installation and housing of equipment and wires. If LESSEE installs any security equipment in the Premises, LESSEE shall provide LESSOR with access codes and/or provide for immediate entry to the Premises to enable LESSOR to meet its maintenance and repair obligations set forth in Sections 10 and 14 of this Lease. LESSEE shall not install any equipment in the shared hallways, spaces, or rooms without the written permission of LESSOR. LESSEE shall fully and promptly pay for all services furnished to the Premises and used by LESSEE throughout the term of this Lease, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon, with the exception of LESSOR's utilities obligations set forth in Section 16 of this Lease.
16. **Utilities.** LESSOR shall be responsible for the costs of electricity, gas, sewer, water, and trash collection for the Community Building. LESSEE will pay the prorated share of electricity, gas, sewer, and water costs based on square footage leased. Cost of trash collection shall be the sole responsibility of the LESSOR. LESSEE shall carry all trash from leased Premises to designated receptacles located outside of the Premises for trash collection by LESSOR.
17. **Signage.** LESSEE is permitted to place, or display on exterior doors, walls, or windows designated by LESSOR signage that can be easily removed to advertise its business provided LESSEE obtains the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE agrees that any such signs placed on a door, wall, or window shall be in the form of a decal or other easily removable form. LESSEE is responsible for removing all signs and displays upon termination of this Lease. All signs shall be in compliance with any applicable laws, ordinances, and codes.

LESSEE is permitted to affix, place, or display on interior walls, doors, and from ceiling tiles of the Premises signage for the operation and organization of the library. LESSEE is responsible for the removing of all signs and displays upon termination of this Lease and shall be responsible for any repairs to Premises that result from the removal of said signage.
18. **Use of Entrances and Exits.** Except in cases of emergencies, LESSEE shall make all reasonable attempts to ensure that its agents, employees, volunteers, members, and invitees use the entrances and exits nearest the Premises during its hours of operation.

19. **LESSEE's Performance and Surrender.** LESSEE shall comply with any rules, regulations, and laws governing the provision of library services in North Carolina at all times during the term of this Lease. LESSEE shall pay the rent and all other sums required to be paid by LESSEE hereunder in the amounts, at all times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease all improvements to the Premises, except for LESSEE's personal property, shall become the property of LESSOR.
20. **Securing the Premises and Entrances.** LESSEE shall be responsible for securing all doors to the Premises. LESSEE shall also be responsible for securing all entrances and exits to the Community Building if LESSEE is the last tenant in the building at the close of business.
21. **Schedules of Operation.** LESSEE shall provide operating schedules to LESSOR upon request. LESSEE shall notify LESSOR of any changes to its operating schedule at least 24 hours prior to the intended change.
22. **Government Compliance.** LESSEE shall conduct its operations and programs in compliance with all governmental laws and regulations, including all applicable local, state and federal rules and regulations.
23. **Insurance.** LESSEE shall obtain and maintain in effect during the term of this Lease, a policy or policies for general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate coverage and contents coverage in the amount that sufficiently covers LESSEE's owned contents. LESSOR shall maintain building and liability coverage on the building.

LESSEE shall promptly furnish to LESSOR certificates of insurance evidencing such insurance coverage. Insurance required hereunder shall be maintained by insurance companies rated "A-" or better by "Best's Insurance Guide."

24. **Events of Default, Termination.** If LESSEE vacates or abandons the Premises or fails to perform any other act or obligation as set forth in this Lease and for a period of thirty (30) days following notice from LESSOR of such default fails to cure or commence appropriate action to cure such default, LESSOR may terminate this Lease. LESSOR may also terminate this Lease if state, federal, or local agency establishes any condition(s) for occupancy of the Premises which LESSEE fails or refuses to perform. No such termination of this Lease shall relieve LESSEE of its indemnification obligations and any previously accrued liability and obligations under this Lease and all such liability and obligations shall survive any such termination.
 - a) Upon termination or expiration of this Lease, LESSEE will surrender the Premises to LESSOR in as good condition as existed at the commencement of the Lease except for reasonable wear and tear and in accordance with the terms of this Lease,

or for damage due to causes beyond LESSEE'S control and without its fault or negligence, or for damage, howsoever caused, to the extent LESSOR shall have been compensated for such damage by insurance.

- b) Upon any termination or expiration of this Lease, LESSEE shall promptly remove its equipment from the Premises without damage to the property of LESSOR in accordance with the terms of this Lease. During the period of removal of its equipment, LESSEE'S right and obligations with respect to access to the Premises shall be the same as those during the period that this Lease is in effect, and until the completion of the removal of all such equipment.
 - c) LESSOR's failure to enforce or insist upon compliance with any of the terms or conditions of this Lease shall not constitute a waiver or relinquishment by LESSOR of any of such terms or conditions. No declaration of default by LESSOR under any provision of this Lease shall be deemed to impair or diminish LESSOR's rights against LESSEE for any breach of this Lease.
 - d) LESSEE may terminate this Lease, without cause, upon 6 months written notice to LESSOR.
 - e) LESSOR may terminate this Lease, without cause, upon 12 months written notice to LESSEE.
 - f) This Lease will automatically terminate upon termination of the Library Consolidation Agreement.
25. **Condemnation.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Lease, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and LESSEE hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect LESSEE's right to an award of compensation from any condemnation proceeding for the taking of LESSEE's leasehold interest hereunder or for the taking of LESSEE's improvements, fixtures, equipment, and personal property. The provisions of this Lease governing LESSEE improvements and their removal shall be applicable should termination occur due to condemnation.
26. **Binding on Successors.** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.
27. **Access to Premises.** LESSEE and its officers, employees, agents, contractors and invitees shall have full access 24 hours per day, seven (7) days per week to the Premises during the term of this Lease.

28. **Governing Law and Venue.** This Lease shall be governed and construed in accordance with the laws of the State of North Carolina. Any action or proceeding arising under this Lease shall be filed and heard in the Superior Court of Harnett County.
29. **Entire Agreement.** This Lease reflects the entire agreement between LESSOR and LESSEE with respect to the Premises, and cannot be amended except by written instrument subsequently executed by the parties hereto.
30. **No Waiver.** In the event that either party fails to enforce any obligation of the other party under this Lease when performance is due, such delay or failure to enforce shall not constitute a waiver of its right to seek full performance at any future time.
31. **Mechanic's Liens.** LESSEE will not cause any mechanic's or materialman's lien to be placed on the Premises, and LESSEE agrees to indemnify, defend, and hold harmless LESSOR from any such lien from a party claiming by, through or under LESSEE. If any such claim of lien is placed on the Premises, LESSEE shall, within 30 days thereafter regardless of whether or not it contests the validity of the claim upon which such lien is based, post such bonds or take such other steps as may be necessary to remove such lien.
32. **Headings.** The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.
33. **Severability.** Any provision of this Lease that is legally invalid, void, or unenforceable shall in no way affect, impair, or invalidate any other provision hereof, and the other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, LESSOR and LESSEE have hereunto set their hands and seal on this Lease Agreement the day and year first above written.

LESSEE:

COUNTY OF HARNETT

Lewis W. Weatherspoon, Chairman
Harnett County Board of Commissioners

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

By: _____

Name: Kimberly Honeycutt

Title: County Finance Officer

LESSOR:

TOWN OF ERWIN



Randy L. Baker, Mayor

Town of Erwin

NORTH CAROLINA
COUNTY OF HARNETT

I, _____, a Notary Public in and for the aforesaid State and County, certify that Lewis W. Weatherspoon, personally appeared before me this day who being by me duly sworn, deposes and says that he is the Chairman of the Harnett County Board of Commissioners; that the seal affixed to the foregoing instrument is the official seal of Harnett County; that said instrument was signed by him and the County's seal affixed thereto, all by authority of the Board of Commissioners of said County, and the said Lewis W. Weatherspoon acknowledged said instrument to be the act and deed of Harnett County.

Witness my hand and notarial seal this ____ day of _____, 2022.

Notary Public

My Commission Expires: _____

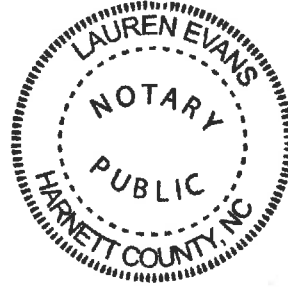
NORTH CAROLINA
COUNTY OF HARNETT

I, Lauren Evans, a Notary Public in and for the aforesaid State and County, certify that Randy L. Baker, personally appeared before me this day who being by me duly

sworn, deposes and says that he is the Mayor of the Town of Erwin; that the seal affixed to the foregoing instrument is the official seal of the Town of Erwin; that said instrument was signed by him and the Town's seal affixed thereto, all by authority of the Board of Commissioners of said Town, and the said Randy L. Baker acknowledged said instrument to be the act and deed of the Town of Erwin. Witness my hand and notarial seal this 1st day of September, 2022.

Lauren Evans
Notary Public

My Commission Expires: March 25, 2026





TOWN OF ERWIN

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

TOWN OF ERWIN ELECTRONIC MESSAGE BOARD ADMIN PROCEDURE

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

Purpose: The purpose of this policy is to provide guidance and establish rules regarding information placed on the current (or future) Town-owned Electronic Message Board sign(s).

General Use Policies: The duration and design of all content displayed shall be at the discretion of the Town Manager or his/her designee. If there is a question regarding whether or not a group requesting use of the sign is authorized per this policy or regarding the content of a message, the Town Manager will make a decision regarding the request.

The type of content which may be displayed on such signs is detailed below. In the event of an emergency, the Town has the right to suspend all messages and use the sign for emergency purposes only.

1. Content Regulations:

A. Permitted Content:

- 1) Governmental meetings/workshops/information
 - a. Examples: road closings, citizen board applications, weather, meetings etc.
 - b. Communications from Harnett County Government
 - c. Communications from Harnett County School System
 - d. Communications from State Government
 - e. Communications from Federal Government
- 2) Community-wide Town of Erwin and Erwin Area Chamber of Commerce events.
 - a. Examples: Denim Days, Tree Lighting, Christmas Parade, etc.
- 3) Erwin Chamber of Erwin Area Commerce Member of the Month.

B. Prohibited Content:

- 1) Advertisements specific to a business.
- 2) Advertisements for individual non-profit services, such as churches, preschools, etc.
- 3) No personal requests will be posted on the electronic sign.
 - a. Examples: Birthdays, weddings, individual graduation announcements, engagements, deaths etc.



The Construction Professionals Network Institute, Inc.

BUILT ASSET ASSISTANCE WORKSHOP

Memorandum of Understanding – Erwin, NC August 1, 2022

The Built Asset Assistance Program provides small towns in North Carolina with a general contextual review of its built assets and infrastructure, assistance developing feasible revitalization strategies for vacant or underinvested buildings, facilities, downtowns, or neighborhoods, and training in project delivery and procurement.

CPNI is pleased to enter into this Memorandum of Understanding (referred to here as the “MOU”) to provide assistance to the Town of Erwin, NC (the “Town” or the “City”)

- 1. Program Components:** The assistance provided to the Town by CPNI will consist of the following components:
 - a. An assessment of a town’s legacy buildings and infrastructure taking into account social, economic and environmental contexts.
 - b. A community charrette to discuss feasible redevelopment plans for specific assets.
 - c. A workshop on project procurement and delivery options and strategies.
- 2. Program Staffing:** The following CPNI volunteers will be the initial team to provide assistances and assistance to the Town. CPNI reserves the right to make changes to the team by substituting other volunteers for any reason in its discretion. The purpose of this list of volunteers is to introduce the team that is expected to work with the Town, and to give the Town an overview of the size of the team and the skills of the team volunteers:
 1. Doug Burns, SGA | Narmour Wright Design – *Workshop Leader*
 2. Jim Schenck – *Conner Gwyn Schenck*
 3. Emily Hinson – *Lindsey Architecture*
 4. Avery Monroe – *RMF Engineering, Inc.*
 5. Phil Jones – *University of NC – Charlotte (retired)*
 6. Mike Bedell – *Balfour Beatty Construction (t)*

In addition to CPNI volunteers, the following individuals connected with the North Carolina Center for Strategic Economic Growth affiliated with the Frank Hawkins Keenan Institute of Private Enterprise in Chapel Hill will assist as analysts and record keepers for the workshop:

1. Jessica Wilkinson – *NCGrowth*
 2. tbd – *NCGrowth Analyst/Graduate student*
- 3. Program Schedule:** CPNI will strive to meet the following schedule, but it is agreed that time is not of the essence and there shall be no financial charge or penalty to CPNI if the schedule fluctuates.

- a. Preliminary scheduling: *complete by late August 2022*
- b. Town visit and workshop: *September 21, 2022*
- c. Delivery of minutes and other records of the workshop: *TBD*

4. Program Deliverables: The parties' expectations for reports of the workshop are as follows:

- a. Format and media:
- b. Number and type of reproductions and copies:
- c. Ownership of assistances and reports:
- d. Use and reuse of reports: The assistance being provided by CPNI pursuant to this MOU is for the sole use and benefit of the Town. Assistance is not being provided for the benefit of any third party, and nothing herein is intended to confer any legal rights or remedies on any third party whatsoever. The assistance being provided by CPNI pursuant to this MOU is not meant to be relied upon in applications for financing, applications for permits from authorities with jurisdiction over any project, design development or construction. If Town elects to share the workshop minutes or reports with lenders, government authorities, design professionals or construction contractors, Town does so at its own risk and agrees that CPNI and its volunteers and subcontractors do not warrant the adequacy of the information contained in minutes or reports for any purpose other than to inform and guide Town.

5. Program Costs: CPNI is a 501(c)3 charitable organization and relies on grants and contributions to provide its assistances and assistance to qualifying towns. This program is being provided by CPNI and its subcontractors and volunteers without charge to the Town. All expenses of CPNI, its subcontractors and the volunteers will be borne by CPNI or those subcontractors and volunteers, with the following exceptions:

- a. Copies or reproductions of assistance reports in excess of the number set out above in Paragraph 4;
- b. Meals or meetings arranged by the Town in its discretion.

6. Insurance and Indemnity: CPNI maintains the insurance coverage reflected on the attached certificate of insurance. To the extent permitted by law CPNI will indemnify and hold the Town harmless against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused solely by the negligent acts or omissions of CPNI, a subcontractor to CPNI, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

7. Town Requirements: The Program requires the commitment of local leadership to participate in all aspects of the Program. The following are the minimum requirements for the participating towns:

- a. **Town will attend at least one scheduling conference either in person in the Town or by telephone for planning purposes.**
- b. **Town will organize an inclusive and diverse group of community stakeholders to work with the CPNI Team.**
- c. **Town will host the primary visit of the CPNI Team, making property owners, town leaders and community stakeholders available to the Program Team.**
- d. **The CPNI Team and Town will host a community charrette at which an inclusive and diverse group of community stakeholders will participate.**

- e. **Town will arrange for access to sites targeted for discussion.**
 - f. **Town must allocate the resources and support to complete the Program, including program coordination, hosting meetings, scheduling visits and exercises, assuring diversity community participation.**
 - g. **At least one member of the town management/administrative staff and at least one local elected official are requested to participate in the Program for its duration.**
- 8. Termination of the Relationship:** Both CPNI and the Town recognize that this is a volunteer effort by CPNI, and each agrees that the other may upon written notice terminate this relationship at any time for any reason in their absolute discretion without penalty or further obligation to the other. In the event the parties' relationship is ended, ownership and rights to work product generated by CPNI to that time will be as set forth above in paragraph 4.
- 9. Contacts:** Unless and until notified otherwise:
- a. The team leader and point of contact at CPNI for this program is:
Doug Burns, Email: dburns@sganwdesign.com; Phone: 704.319.5366
 - b. The contact person for the Town is:
Snow Bowden, Town Manager – Erwin Email: townmanager@erwin-nc.org
Phone: 910.591.4200
 - c. The contact person for DFI is:
Jessica Wilkerson, Economic Development Manager – NCGrowth - UNC-CH
Email: Jessica.Wilkinson@kenan-flagler.unc.edu Phone: 919.213.9716

Disclaimers and Exclusions:

- d. By entering into this MOU, CPNI does not intend to and shall not be expected to provide any assistance or other services that in the opinion of CPNI require a professional or occupational license from the State of North Carolina. The parties understand that CPNI is providing education and guidance about potential projects, and that if the Town decides to undertake any particular project requiring the assistance of licensed brokers, architects, landscape architects, engineers, surveyors, geologists, contractors, accountants, lawyers or other licensed businesses or professionals, the Town will not look to CPNI for those services, but will instead procure such services in accordance with North Carolina law.
- e. CPNI does not warrant the accuracy or adequacy of its deliverables or advice, and all warranties, express or implied, are disclaimed. The Town agrees that CPNI and its volunteers and subcontractors shall not be liable to the Town for any special or consequential damages of any kind for any reason.
- f. The Town also agrees that CPNI shall not be expected to provide any services that
- g. in the opinion of CPNI would jeopardize its non-profit and tax-exempt status.

10. Miscellaneous:

- a. This MOU does not make CPNI an agent of the Town, and CPNI shall have no legal authority to bind the Town to any legal obligations whatsoever.
- b. Nothing in this MOU is intended to create a legal partnership between the Town and CPNI, it being understood that CPNI is acting as an independent contractor and volunteer in providing assistances and assistance to the Town.
- c. All of the minutes and reports provided by CPNI shall be public records, and may be shared by CPNI with its officers and directors, its grantors, its subcontractors and the public.

WITNESS OUR UNDERSTANDING as of the day and date first above written:

Construction Professionals Network Institute, Inc.

By: _____
Julie McLaurin, CPNI Chair

(CORPORATE SEAL)

Town of Erwin, NC

By: *Snow Bowden*

Snow Bowden, Town Manager – Erwin, NC



Dear Sir,

As you know I have been elected as County Commissioner. Due to the time I will have to put forth as a commissioner I will be resigning from my position on the Town of Erwin Planning Board as of September 1, 2022. Thank you for the opportunity and I wish you all the best in the future.

Respectfully,

A handwritten signature in black ink, appearing to read "W.H. Bill Morris", with a stylized, cursive flourish at the end.

W.H. Bill Morris



**TOWN OF ERWIN
BOARD OF COMMISSIONERS
REGULAR MEETING
THURSDAY, SEPTEMBER 1, 2022 AT 7PM**

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

Name	Address	Subject
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

MINUTES CONTINUED FROM SEPTEMBER 1, 2022

SEPTEMBER 2022 CITIZEN OF THE MONTH

Thomas J. Greene II of 410 Old Post Road was recognized as the September 2022 Citizen of the Month. Mayor Pro Tem Baker presented him with a Proclamation Plaque.

PUBLIC HEARING

Proposed Text Amendment to our Code of Ordinances: Rural District (RD)

Commissioner Blackmon made a motion to open the Public Hearing and was seconded by Commissioner Turnage. **The Board voted unanimously.**

Town Manager Snow Bowden stated that Town Staff received a text amendment application to add “offices for business and professional purposes” as a permitted use in the Rural District. The Planning Board did recommend this request for approval. He apologized that the Statement of Consistency was not included in the agenda but was placed at each of the Board Members’ seats. He stated he added some language to what offices are. We could not add the language to our definitions the way it was advertised but this way, it is included.

Mayor Baker asked if anyone would like to come forward and speak in favor of the request.

Donna Sawyer came forward and was sworn in by Town Clerk Lauren Evans.

Ms. Sawyer came forward and addressed the Mayor and Board and thanked them for their time. She stated he was speaking on the behalf of the Keen Family in support of using her parents’ home of 67 Norris Rd for a home-based counseling and wellness center. She asked to be allowed to make three brief points regarding the proposal. The first point is the need for mental health in our community is at an all-time high but the workers are few. Practices are closing their doors and therapists are hard to find. The second point was that the need is great for people in our community to come together and brainstorm creative but effective and proven ways to meet those needs since therapists are so hard to find. The third point was the tremendous potential of Victoria and Brandon Butler, owners of Heritage Counseling and Wellness. All of this can be achieved by transforming the Keen Home place into an outpatient home-based counseling environment.

Mayor Baker asked if anyone would like to come forward and speak against the request.

No one came forward.

Commissioner Byrd made a motion to close the Public Hearing and was seconded by Commissioner McKoy. **The Board voted unanimously.**

Commissioner Nelson asked to be excused from voting due to Ms. Butler being his relative.

Commissioner Blackmon made a motion to excuse Commissioner Nelson and was seconded by Commissioner Byrd. **The Board voted unanimously.**

Commissioner Byrd asked if this request would open the Rural District up to have a Professional Business Complex as well.



TOWN OF ERWIN

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

PROCLAMATION RECOGNIZING THOMAS J. GREENE II FOR CITIZEN OF THE MONTH 2022-2023—001

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

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

WHEREAS, Mr. Thomas J. Greene II of 410 Old Post Road, Erwin was born in Hamlet, NC on August 4, 1988. He is the son of Luann Morse (Duff Morse) and Jeff Greene (Jenni Greene).


WHEREAS, Mr. Greene graduated from Richmond Senior High School in 2007, and in 2011 he graduated from Campbell University with a BA in History. He began working as the Minister of Students at First Baptist Church of Erwin in 2014 while attending Campbell University Divinity School. He graduated from Campbell University Divinity School earning a Master of Divinity in May of 2017 and in August 2017, First Baptist Church of Erwin called Mr. Greene to be their pastor.

WHEREAS, Mr. Greene married his wife, Meagan, on May 8, 2016. In 2018 he and his wife purchased their first home in Erwin and in March of 2022, they were called to serve together as co-pastors of First Baptist Church of Erwin; and

WHEREAS, Mr. Greene has been a member of Erwin Lion's Club since 2018. He is currently serving as president of the Lion's Club this year. He has been the First Baptist Church of Erwin representative on the Erwin Area Chamber of Commerce since 2018. He currently serves on the Board of Directors for Erwin Churches Helping Others (ECHO) and oversees fundraising for ECHO. He loves the Town of Erwin and is always ready and willing to help someone in the community; and

NOW THEREFORE BE IT RESOLVED that the Town of Erwin Mayor and Board of Commissioners give recognition and appreciation to Mr. Thomas J. Greene II for his valuable contributions to the quality of life in our community and proudly acknowledge Mr. Thomas J. Greene II as the September 2022 Citizen of the Month.

Duly Adopted, this the 1st day of September 2022.


Randy Baker, Mayor

ATTEST:


Lauren Evans, Town Clerk

MINUTES CONTINUED FROM SEPTEMBER 1, 2022

Town Manager Snow Bowden stated that it could.

Commissioner Turnage stated he has no problem with it and it would be an asset to the Town of Erwin.

Commissioner Blackmon made a motion that the requested text amendment to Sec. 36-78. - Permitted principal uses and structures 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 and was seconded by Commissioner Turnage. **The Board voted unanimously.**

Commissioner Blackmon made a motion to approve the Ordinance of the Town of Erwin, North Carolina, amending Sec. 36-78- Permitted Principal uses and structures ORD 2022-2023:002 and was seconded by Commissioner Turnage. **The Board voted unanimously.**

NEW BUSINESS**Bryant Road Subdivision Preliminary Plat**

Town Manager Snow Bowden stated there are no changes since it was on the agenda last month. There will be 219 single-family units which include 143 detached single-family dwellings and 76 townhome units. Some rumors were going around about it being taken off of the agenda last month due to an issue with the waterlines. They are still working with the State on the grant that was allocated and that was not the case.

Commissioner Blackmon made a motion to approve the Preliminary Plat and was seconded by Commissioner Nelson. **The Board voted unanimously.**

MANAGER'S REPORT

Town Manager Snow Bowden informed the Board that the CERRI Meeting in August went well. He had just gotten the report back and will present it to the Board at the September Workshop.

The auditors were in the office the last few days and everything looks good, they will send it off to the LGC. They will be at the meeting in November or January to present the audit to the Board.

We are still working on getting the website up and running. We are hoping to present the whole website at our October Workshop. At our September Workshop, he planned to discuss whether the date and time for our Workshops still work for everyone, the company Cloud Wyze will also be presenting to the Board the idea of bringing fiber to Erwin.

Our limb truck was expected to be delivered by the following week and Public Works will get caught up on all the pick-ups. The Community Building sign has been ordered. He had a meeting next week to meet with the engineers in regards to the water issues we are having due to the

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners
From: Snow Bowden, Town Manager
Date: September 1, 2022
Subject: Proposed Text Amendment to our Code of Ordinances: Rural District (RD)

The Town has received an application to amend our Code of Ordinances. The applicant has requested that “offices for business and professional purposes” be added to the permitted uses in the Rural District (RD). This land use is already in our Code of Ordinances. This proposed amendment can be recommended in favor or against.

The Planning Board did recommend this text amendment be approved. At the workshop meeting, we discussed adding more language defining “offices for business and professional purposes”. In order to include the definition to the ordinance, we need to have a separate public hearing to it can be advertised properly. We have prepared the definition and will properly advertise it and have that public hearing next month. We did add some language to define “offices for business and professional purposes” in the proposed text amendment that was properly advertised.

Attachments:

- Text amendment application
- Proposed text amendment

- 2T-2022-005 Change to text amendment



Town of Erwin
Zoning Text Amendment Application
Planning & Inspections Department
PO Box 459, 100 West F St, Erwin, 28339 · 910-897-5140 · Fax 910-897-5

Applicant Name	Keen Family Trust (Philip Keen & Mary Keen)
Applicant Mailing Address	67 North 3rd Rd Ann, N 28334
Applicant Contact Phone	
Applicant Email	
Zoning Ordinance Section Number	SR 36-78

In the space provided below, or on a separate sheet of paper, please state the nature of the proposed text amendment.

Permitted Principal uses

7. offices for business and professional purposes

Michael Keen
Donna Sawyer
Applicant's Name (Print)

Michael Keen
Donna Sawyer
Applicant's Signature (Sign)

8/2/2022
Date

Administrative Official's Comments and Additional Requirements:

In the space provided below, or on a separate sheet of paper, provide the language proposed by Staff and authorized by the applicant for consideration of the Planning Board and Board of Commissioners.

permitted principal use on structure
SR 36-78

7. offices for business and professional purposes

I, _____, do hereby certify that the language as herein provided and prepared by the Town of Erwin Staff does meet the intent, in all respects, of my proposed Zoning Ordinance Text Amendment; and authorize the same to be presented to the Town of Erwin Planning Board and Board of Commissioners for their consideration of approval.

Donna Sawyer
Applicant's Name (Print)

Donna Sawyer
Applicant's Signature (Sign)

8/2/2022
Date

300 Michael Keen

Michael Keen

8/2/2022

6250 Ordinance Amendment Fee Must Accompany Application and Be Paid Prior to Scheduling for a consideration by Boards.

Fee Paid: 300	Date Paid: 8/2/22	Staff Initials: msj
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A



TOWN OF ERWIN

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

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

**ORDINANCE OF THE TOWN OF ERWIN, NORTH CAROLINA
AMENDING SEC. 36-78 - PERMITTED PRINCIPAL USES
AND STRUCTURES
ORD 2022-2023: 002**

WHEREAS, the current language of Sec. 36-78. - Permitted principal uses and structures reads:

Sec. 36-78. - Permitted principal uses and structures.

The following are permitted principal uses and structures:

- (1) Single-family dwellings.
- (2) Farms and agricultural uses for crop and livestock production. Note: A farm shall not be construed to include commercial poultry and swine production, cattle feed lots, and fur-bearing animals.
- (3) Family care home.
- (4) Religious uses, including churches and other places of worship, religious education buildings and parish houses.
- (5) Municipal facilities.
- (6) Manufactured Class A homes on individual lots.

WHEREAS, the Town of Erwin wishes to amend the current language of the same in order to better reflect the desired development within the Town's Planning Jurisdiction; and

WHEREAS, the Town of Erwin wishes to amend the current language of the same to read:

Sec. 36-78. - Permitted principal uses and structures.

The following are permitted principal uses and structures:


- (1) Single-family dwellings.
- (2) Farms and agricultural uses for crop and livestock production. Note: A farm shall not be construed to include commercial poultry and swine production, cattle feed lots, and fur-bearing animals.
- (3) Family care home.
- (4) Religious uses, including churches and other places of worship, religious education buildings and parish houses.
- (5) Municipal facilities.
- (6) Manufactured Class A homes on individual lots.
- (7) Offices for business and professional purposes. Professional occupations within a building or buildings which do not involve the on-site sale or display of goods to**


customers. Professional services are occupations in the service sector requiring special training in the arts or sciences that require the practitioner to hold professional degrees and or licenses and possess specific skills.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Erwin, North Carolina that the current language as herein found with respect to 36-78 of the Town Code includes such language as herein indicated by red bold print.

Adopted this 1st day of September 2022.

ATTEST:


Randy Baker
Mayor

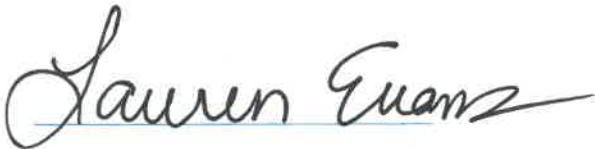

Lauren Evans
Town Clerk

Statement-of-Consistency

The requested text amendment to Sec. 36-78. - Permitted principal uses and structures 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**.

A handwritten signature in black ink, appearing to read "Randy Baker", written over a light blue horizontal line.

Randy Baker
Mayor

A handwritten signature in black ink, appearing to read "Lauren Evans", written over a light blue horizontal line.

Lauren Evans
Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 1, 2022

Subject: Bryant Road Subdivision Preliminary Plat

The Town of Erwin has received the preliminary subdivision plat for a subdivision that would be located off of St. Matthews Road and Bryant Road. The preliminary plat includes 219 single family units. The preliminary plat includes 143 detached single family dwellings and 76 townhome units. Town home units are consider single family dwellings as well.

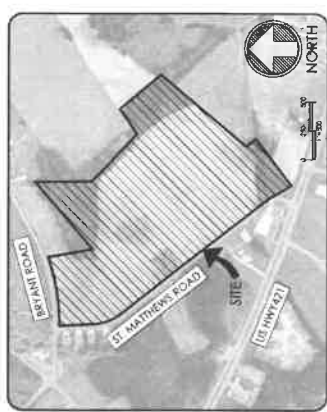
Attachments:

- Subdivision Preliminary Plat

BRYANT ROAD SUBDIVISION PRELIMINARY PLAT

UNDERFOOT PROJECT - C21023.00 TOWN OF ERWIN ZI-2022-01

LOCATION:
**504 ST. MATTHEW ROAD
HARNETT COUNTY
ERWIN, NC**



underfoot
ENGINEERING
114P EXECUTIVE CIRCLE
CARY, NC 27511
P-919.574.9733
NCRELS # C-3847

PREPARED BY:

CONTACT: MIKE ROSELLI, PE
MIROSELLI@UNDERFOOTENGINEERING.COM

PLAN REVISIONS

#	DATE	REVISION	BY



**BRYANT ROAD
PRELIMINARY
PLAT**

504 ST MATTHEWS ROAD
ERWIN, NC 28339

**FOR REVIEW
AND APPROVAL**

PROJECT #	C21023
REVISION DATE	2022-05

OLD EAST PROPERTIES

underfoot
ENGINEERING
114P EXECUTIVE CIRCLE
CARY, NC 27511
P-919.574.9733
NCRELS # C-3847



COVER SHEET

C-000

SITE DATA

PARCELS REFERENCE TO DRAWING: [Blank]

PLAT IS FOR: [Blank]

UNDERFOOT PROJECT - C21023.00

UNDERFOOT PROJECT - C21023.00

PROPERTY OWNER	PLAT	PLAT	PLAT	PLAT
[Blank]	[Blank]	[Blank]	[Blank]	[Blank]

SHEET INDEX

C-01	C-02	C-03	C-04
CONTRACT	CONTRACT	CONTRACT	CONTRACT

ISSUED FOR APPROVAL

SIGNATURE: _____ DATE: _____

PROJECT #: _____

REVISION DATE: _____

CONTACT INFORMATION

OWNER: [Blank]

OWNER: [Blank]

OWNER: [Blank]

REFERENCES

UNDERFOOT PROJECT - C21023.00

UNDERFOOT PROJECT - C21023.00

REVIEW AGENCIES / UTILITY CONTACTS

UNDERFOOT PROJECT - C21023.00

UNDERFOOT PROJECT - C21023.00

PROJECT NARRATIVE

THIS IS A PRELIMINARY PLAT SUBMITTED FOR A ZONING PROJECT ONLY. THE PLAT IS BASED ON THE... ROAD AS RECORDED IN THE TOWN OF ERWIN HAS TO BE APPROVED BY THE TOWN OF ERWIN...

ZONING CONDITIONS

1. ALL INFORMATION IS BASED ON THE RECORDS OF THE TOWN OF ERWIN AND IS NOT TO BE...
2. THE ZONING CONDITIONS FOR THIS PROJECT ARE AS SHOWN ON THE PLAT AND SHALL BE...
3. THE ZONING CONDITIONS FOR THIS PROJECT ARE AS SHOWN ON THE PLAT AND SHALL BE...

FOR REVIEW AND APPROVAL

SIGNATURE: _____ DATE: _____

PROJECT #: _____

REVISION DATE: _____

1. 811 CALLS: ALL UTILITIES SHALL BE LOCATED AND MARKED IN ACCORDANCE WITH THE TOWN OF ERWIN 811 CALLING SERVICE. THE CALLING SERVICE IS TO BE USED TO LOCATE ALL UTILITIES PRIOR TO THE CONSTRUCTION OF ANY STRUCTURE OR IMPROVEMENT.

2. EASEMENTS: ALL EASEMENTS AND RIGHTS OF WAY SHALL BE SHOWN AND DESCRIBED IN THE PLAT AND SHALL BE SUBJECT TO THE TOWN OF ERWIN RECORDS. ALL EASEMENTS AND RIGHTS OF WAY SHALL BE SUBJECT TO THE TOWN OF ERWIN RECORDS AND SHALL BE SUBJECT TO THE TOWN OF ERWIN RECORDS.

3. UTILITIES: ALL UTILITIES SHALL BE LOCATED AND MARKED IN ACCORDANCE WITH THE TOWN OF ERWIN 811 CALLING SERVICE. THE CALLING SERVICE IS TO BE USED TO LOCATE ALL UTILITIES PRIOR TO THE CONSTRUCTION OF ANY STRUCTURE OR IMPROVEMENT.

4. EASEMENTS: ALL EASEMENTS AND RIGHTS OF WAY SHALL BE SHOWN AND DESCRIBED IN THE PLAT AND SHALL BE SUBJECT TO THE TOWN OF ERWIN RECORDS. ALL EASEMENTS AND RIGHTS OF WAY SHALL BE SUBJECT TO THE TOWN OF ERWIN RECORDS AND SHALL BE SUBJECT TO THE TOWN OF ERWIN RECORDS.

5. UTILITIES: ALL UTILITIES SHALL BE LOCATED AND MARKED IN ACCORDANCE WITH THE TOWN OF ERWIN 811 CALLING SERVICE. THE CALLING SERVICE IS TO BE USED TO LOCATE ALL UTILITIES PRIOR TO THE CONSTRUCTION OF ANY STRUCTURE OR IMPROVEMENT.

NO.	DATE	REVISION
4		

GENERAL NOTES

1. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE LOCAL, STATE AND FEDERAL AGENCIES.

HATCH LEGEND



REINFORCED CONCRETE

DEMOLITION NOTES

- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE LOCAL, STATE AND FEDERAL AGENCIES.
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811
KNOW WHAT'S BELOW
BEFORE YOU DIG
811.COM | 811-2-OPEN | 811-3-11

**BRYANT ROAD
PRELIMINARY
PLAN**

504 ST MATTHEWS ROAD
ERWIN, NC 28839

PROJECT #
ISSUED BY:
DATE
22-SEP-2018

FOR REVIEW
AND APPROVAL
PREPARED BY



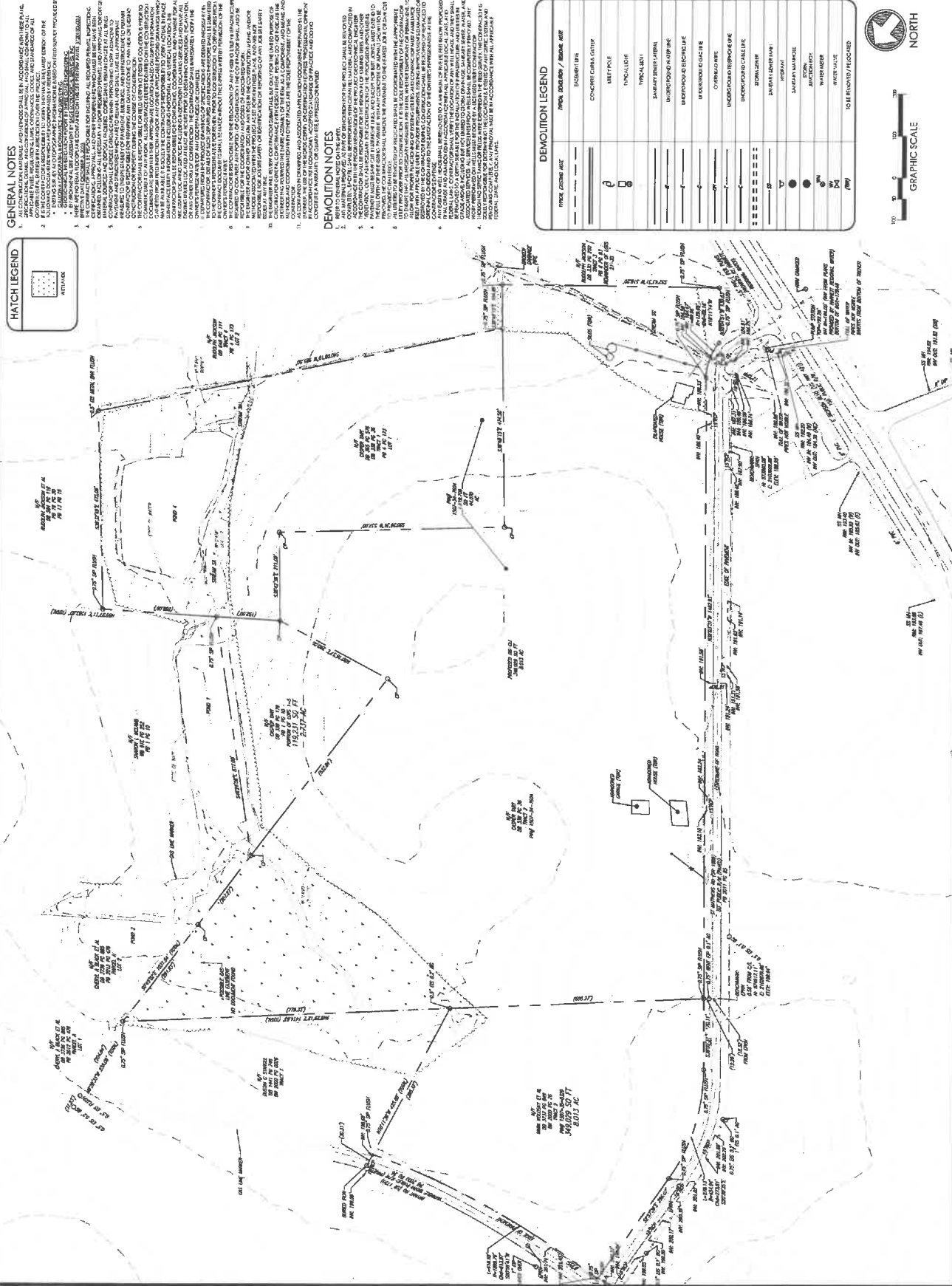
underfoot
ENGINEERING
116 PARK CIRCLE
PARKERSBURG, WV 26101
PHONE: 800.528.5522
FAX: 304.791.0708
WWW.UFOE.COM



WILLIAM H. UNDERFOOT
Professional Engineer
No. 10208
State of West Virginia
Expires 12/31/2020

**EXISTING
CONDITIONS &
DEMOLITION PLAN**

C-100



SYMBOL	DESCRIPTION
(Symbol)	CONCRETE CURBS & GUTTERS
(Symbol)	TYPICAL LIGHT
(Symbol)	REINFORCED CONCRETE
(Symbol)	DEMOLITION STRUCTURE
(Symbol)	DEMOLITION CONCRETE
(Symbol)	DEMOLITION MASONRY
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(Symbol)	DEMOLITION ASBESTOS
(Symbol)	DEMOLITION PAINT
(Symbol)	DEMOLITION GLASS
(Symbol)	DEMOLITION ROOFING
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(Symbol)	DEMOLITION PLUMBING
(Symbol)	DEMOLITION HAZARDOUS MATERIAL
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BRYANT ROAD PRELIMINARY PLAT

504 ST. MATHEWS ROAD
BRWIN, NC 28539

PROJECT # _____
DRAWN BY _____
CHECKED BY _____
DATE _____

FOR REVIEW
AND APPROVAL

OLD EAST PROPERTIES



underfoot
ENGINEERING
1100 N. RICHMOND ST.
CARY, NC 27513
PHONE: 919.487.8300
FAX: 919.487.8301
WWW.UFENGINEERING.COM



STATE OF NORTH CAROLINA
Professional Engineer
No. 12582
Exp. 12/31/2025

SUBDIVISION NOTES

1. THIS PLAT IS SUBMITTED TO THE APPROVED TOWN OF PINE HILLS AND IS SUBJECT TO THE APPROVAL OF THE TOWN ENGINEER AND THE APPROVED COUNTY ENGINEER.
2. THE SUBDIVISION IS SUBJECT TO THE APPROVAL OF THE TOWN ENGINEER AND THE APPROVED COUNTY ENGINEER.
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SIGNAGE AND MARKING LEGEND

SYMBOL	DESCRIPTION	MARKING	REMARKS
[Symbol]	STOP SIGN	8" X 8"	8' TO 10'
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[Symbol]	STOP SIGN	18" X 18"	20' TO 30'
[Symbol]	STOP SIGN	24" X 24"	30' TO 40'
[Symbol]	STOP SIGN	30" X 30"	40' TO 50'
[Symbol]	STOP SIGN	36" X 36"	50' TO 60'
[Symbol]	STOP SIGN	42" X 42"	60' TO 70'
[Symbol]	STOP SIGN	48" X 48"	70' TO 80'
[Symbol]	STOP SIGN	54" X 54"	80' TO 90'
[Symbol]	STOP SIGN	60" X 60"	90' TO 100'

TYP. DETACHED UNIT SETBACK DETAIL



TYP. ATTACHED UNIT SETBACK DETAIL



CURVE TABLE

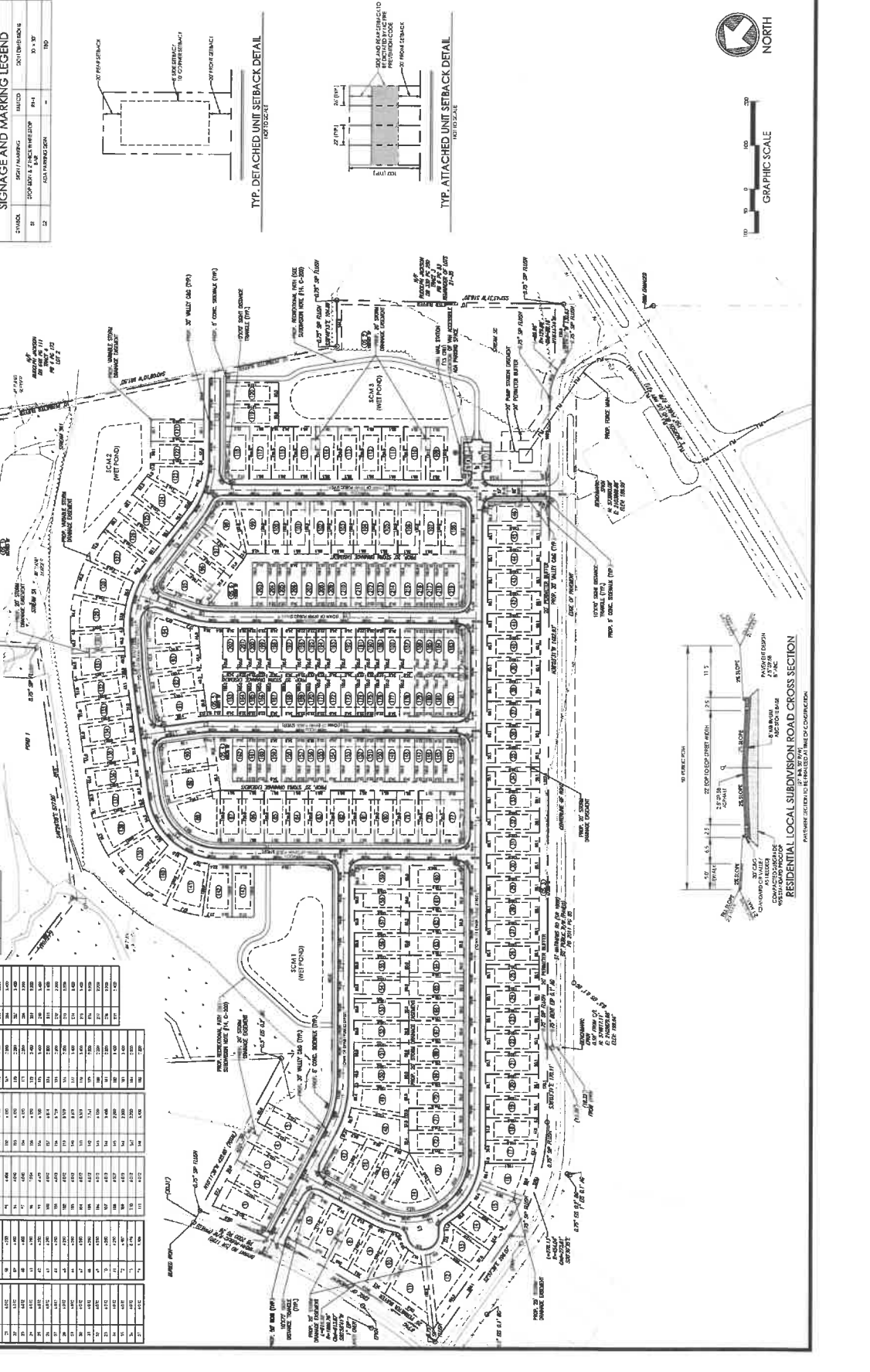
CHORD BEARING	CHORD BEARING	CHORD BEARING	CHORD BEARING	CHORD BEARING	CHORD BEARING	CHORD BEARING	CHORD BEARING
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180.000	180.000	180.000	180.000	180.000	180.000	180.000	180.000

LINE TABLE

LINE NO.	START STATION	END STATION	LENGTH	BEARING	AREA	PERIMETER
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2	0+30	0+60	30.00	0.00	0.00	0.00
3	0+60	0+90	30.00	0.00	0.00	0.00
4	0+90	0+120	30.00	0.00	0.00	0.00
5	0+120	0+150	30.00	0.00	0.00	0.00
6	0+150	0+180	30.00	0.00	0.00	0.00
7	0+180	0+210	30.00	0.00	0.00	0.00
8	0+210	0+240	30.00	0.00	0.00	0.00
9	0+240	0+270	30.00	0.00	0.00	0.00
10	0+270	0+300	30.00	0.00	0.00	0.00
11	0+300	0+330	30.00	0.00	0.00	0.00
12	0+330	0+360	30.00	0.00	0.00	0.00
13	0+360	0+390	30.00	0.00	0.00	0.00
14	0+390	0+420	30.00	0.00	0.00	0.00
15	0+420	0+450	30.00	0.00	0.00	0.00
16	0+450	0+480	30.00	0.00	0.00	0.00
17	0+480	0+510	30.00	0.00	0.00	0.00
18	0+510	0+540	30.00	0.00	0.00	0.00
19	0+540	0+570	30.00	0.00	0.00	0.00
20	0+570	0+600	30.00	0.00	0.00	0.00
21	0+600	0+630	30.00	0.00	0.00	0.00
22	0+630	0+660	30.00	0.00	0.00	0.00
23	0+660	0+690	30.00	0.00	0.00	0.00
24	0+690	0+720	30.00	0.00	0.00	0.00
25	0+720	0+750	30.00	0.00	0.00	0.00
26	0+750	0+780	30.00	0.00	0.00	0.00
27	0+780	0+810	30.00	0.00	0.00	0.00
28	0+810	0+840	30.00	0.00	0.00	0.00
29	0+840	0+870	30.00	0.00	0.00	0.00
30	0+870	0+900	30.00	0.00	0.00	0.00

LOT AREAS

LOT NO.	AREA	PERCENTAGE
1	1.00	0.00
2	1.00	0.00
3	1.00	0.00
4	1.00	0.00
5	1.00	0.00
6	1.00	0.00
7	1.00	0.00
8	1.00	0.00
9	1.00	0.00
10	1.00	0.00
11	1.00	0.00
12	1.00	0.00
13	1.00	0.00
14	1.00	0.00
15	1.00	0.00
16	1.00	0.00
17	1.00	0.00
18	1.00	0.00
19	1.00	0.00
20	1.00	0.00
21	1.00	0.00
22	1.00	0.00
23	1.00	0.00
24	1.00	0.00
25	1.00	0.00
26	1.00	0.00
27	1.00	0.00
28	1.00	0.00
29	1.00	0.00
30	1.00	0.00



PLAN REVISIONS	
DATE	REVISION



BRYANT ROAD PRELIMINARY PLAT

504 ST MATTHEWS ROAD
ERWIN, NC 28339

FOR REVIEW
AND APPROVAL



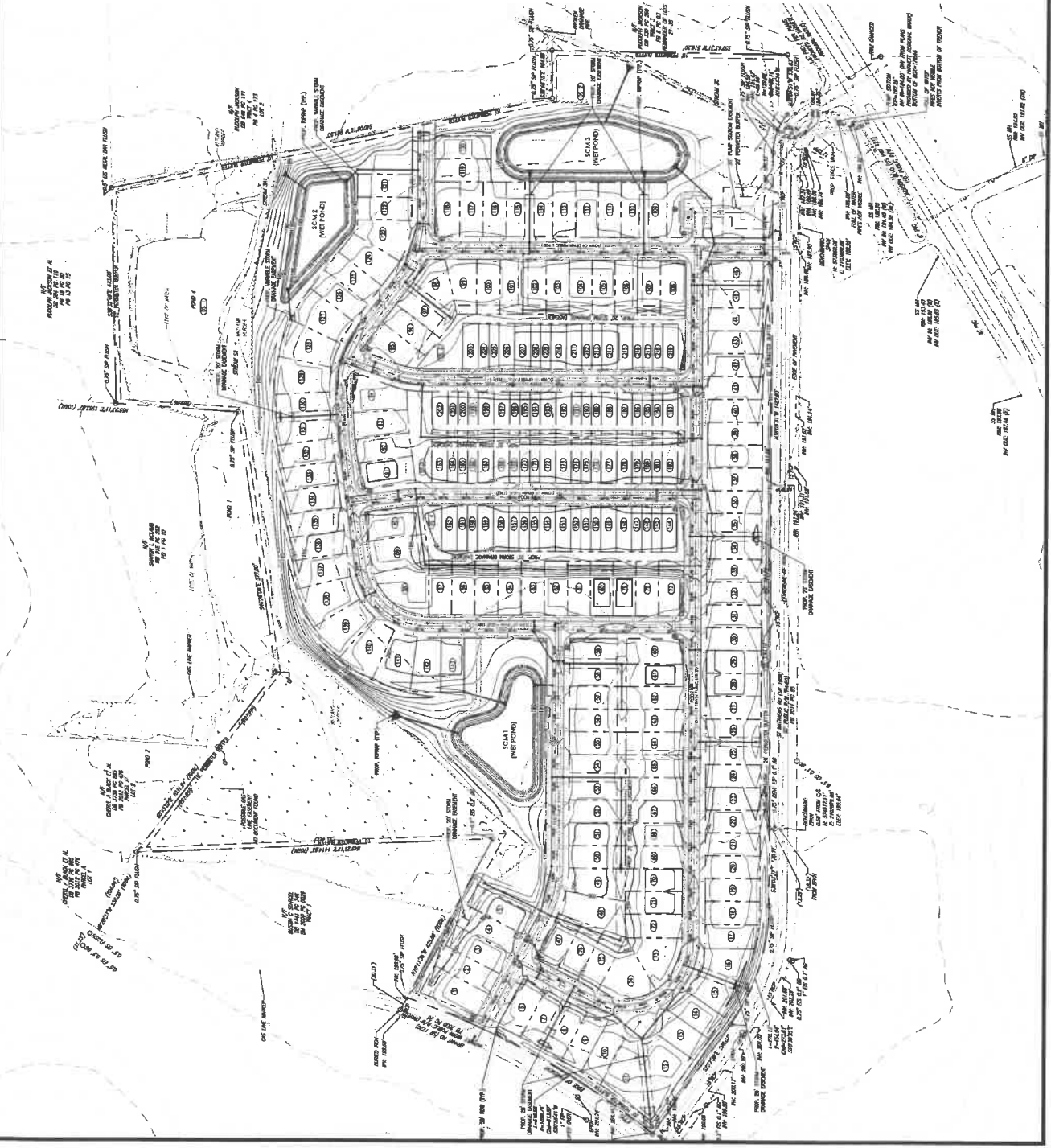
PRELIMINARY
GRADING &
DRAINAGE PLAN

C-300

GRADING AND DRAINAGE NOTES

- ALL EXISTING GRADES ARE SHOWN ON THIS PLAN AND ANY PROPOSED CHANGES ARE SHOWN IN RED. THE PROPOSED GRADES ARE BASED ON A 20% SIDE SLOPE AND A 10% FRONT SLOPE UNLESS OTHERWISE NOTED.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND THE DESIGN AND SPECIFICATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES.
- ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND THE DESIGN AND SPECIFICATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES.
- ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED AND MAINTAINED TO REMAIN OPEN AND UNOBSTRUCTED AT ALL TIMES.
- ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED AND MAINTAINED TO REMAIN OPEN AND UNOBSTRUCTED AT ALL TIMES.
- ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED AND MAINTAINED TO REMAIN OPEN AND UNOBSTRUCTED AT ALL TIMES.

SYMBOL	DESCRIPTION	PROPOSED NOTE
[Symbol]	GRADE	35.5
[Symbol]	GRADE	36.0
[Symbol]	GRADE	36.5
[Symbol]	GRADE	37.0
[Symbol]	GRADE	37.5
[Symbol]	GRADE	38.0
[Symbol]	GRADE	38.5
[Symbol]	GRADE	39.0
[Symbol]	GRADE	39.5
[Symbol]	GRADE	40.0
[Symbol]	GRADE	40.5
[Symbol]	GRADE	41.0
[Symbol]	GRADE	41.5
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[Symbol]	GRADE	42.5
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[Symbol]	GRADE	97.5
[Symbol]	GRADE	98.0
[Symbol]	GRADE	98.5
[Symbol]	GRADE	99.0
[Symbol]	GRADE	99.5
[Symbol]	GRADE	100.0



MINUTES CONTINUED FROM SEPTEMBER 1, 2022

Elementary School. The sign at Porter Park was delayed there is a work order to have it done as soon as possible. He planned to discuss the Depot at our Workshop this month.

ATTORNEY'S REPORT

Town Attorney Tim Morris stated he was thankful to be the Town Attorney.

GOVERNING COMMENTS

Commissioner McKoy asked Mr. Bowden to elaborate on the 13th Street corridor,

Town Manager Snow Bowden stated he has reached out to DOT a few times and he and Mayor Baker have both reached out to Senator Burgin and Representative Penny, sending them lists of what needed to be completed.

Commissioner McKoy thank his fellow Commissioners for their thoughts and prayers during the loss of his brother-in-law. He asked the Board to remember the people in Mississippi and the people in Ukraine in our thoughts and prayers.

Commissioner Byrd thanked the staff for the nice job at the school. He stated he had gotten some complaints about the house on Old Post Rd that burned. He understood what they were going through but he asked Mr. Bowden to just touch base and see if they can cut the grass.

Commissioner Blackmon stated there was a house on East K Street as well that needs to be cut.

Town Manager Snow Bowden stated he will send out letters and if they don't cut it, he will send Public Works to do it and bill the resident.

Commissioner Byrd asked Mr. Bowden to do a follow-up on the cleanup of Warren Rd.

Commissioner Nelson thanked the Erwin PD for the fine work they are doing in his Ward to clean up the drugs.

Commissioner Turnage stated he is proud of South Erwin and all the improvements being made, and homes being built. He stated there is one sore thumb and asked Mr. Bowden to tell Dana Barefoot cut her grass at the corner of Mason Drive and S 13th Street.

Commissioner McKoy inquired about the property on 306 W K Street.

Town Manager Snow Bowden stated he and the Town Attorney will look into it.

Mayor Baker thanked the citizens for coming out. The only way for the Board to do what citizens want is for the citizens to come out and participate. He hoped they noticed improvements being made in Town and informed them more improvements are coming.

MINUTES CONTINUED FROM SEPTEMBER 1, 2022

ADJOURNMENT

Commissioner McKoy made a motion to adjourn at 7:32 P.M. and was seconded by Commissioner Nelson. **The Board voted unanimously.**

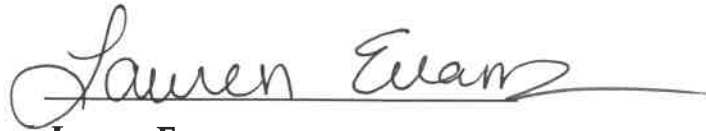
**MINUTES RECORDED AND TYPED BY
LAUREN EVANS TOWN CLERK**

ATTEST:



Randy Baker

Mayor



Lauren Evans

Town Clerk