

**THE ERWIN BOARD OF COMMISSIONERS
FEBRUARY 2023 REGULAR MEETING
THURSDAY, FEBRUARY 2, 2023 @ 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 Regular Meeting on January 5, 2023 (**Page 2**)
- B. Financial Report for December 2022 (**Page 11**)
- C. Pavement Condition Study (**Page 2**)
- D. New Leases for Printers (**Page 16**)
- E. 2023 Mowing Extension (**Page 17**)
- F. Quote for Erwin Park (**Page 22**)
- G. Planning Board Alternate Vanessa Lech Application (**Page 24**)
- H. **BOA-2023-02**
- I. *Harnett County Grant for Park*

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. PUBLIC HEARING

- A. ZT-2022-006 (**Page 23**)

6. CLOSED SESSION

- A. Pursuant to General Statute 143-318.11(a) (6) for the Purpose of Discussing Personnel

7. MANAGER'S REPORT

8. ATTORNEY'S REPORT

9. GOVERNING BODY COMMENTS

10. ADJOURNMENT

ERWIN BOARD OF COMMISSIONERS**REGULAR MINUTES****FEBRUARY 2, 2023****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, February 2, 2023, at 7:00 P.M. in Erwin, North Carolina.

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

Board Member absent was: Commissioners William Turnage and Alvester McKoy

Town Manager Snow Bowden, Town Clerk Lauren Evans, Finance Director Linda Willians, Attorney Vernon Stewart, and Police Chief Jonathan Johnson were present.

Mayor Pro Tem Blackmon called the meeting to order at 7:00 PM.

Commissioner Byrd gave the invocation.

Commissioner Blackmon led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

Town Manager Snow Bowden requested to add two items under consent as Items H and I. The first is a Budget Amendment, BOA-2023-02, this is to request money be transferred to repair the clock downtown with revenue from selling the police cars and the insurance money from Porter Park. Second, we received the contract from Harnett County for the \$50,000 grant to use towards the Park.

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

CONSENT

Commissioner Byrd made a motion to approve **(ITEM A)** Minutes Regular Meeting on January 5, 2023 **(ITEM B)** Financial Report for December 2022 **(ITEM C)** Pavement Condition Study **(ITEM D)** New Leases for Printers **(ITEM E)** 2023 Mowing Extension **(ITEM F)** Quote for Erwin Park **(ITEM G)** Planning Board Alternate Vanessa Lech Application **(ITEM H)** BOA-2023-02 **(ITEM I)** Nonprofit Funding Contract with Harnett County and was seconded by Commissioner Blackmon. **The Board voted unanimously.**

TOWN OF ERWIN
FINANCIAL SUMMARY REPORT
FOR MONTH OF DECEMBER 2022



FINANCIAL SUMMARY REPORT

REVENUES				
ANNUAL BUDGET	DEC. '22 ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED	
CURRENT YEAR LEVY OF PROPERTY TAXES	1,490,196.00	543,609.00	770,477.00	52.05%
CURRENT YEAR MOTOR VEHICLE TAXES	187,985.00	13,747.00	79,388.00	42.22%
PRIOR YEAR TAXES / Penalties & Interest	10,000.00	870.00	6,871.00	68.71%
UTILITIES FRANCHISE TAXES	190,270.00	51,936.00	95,148.00	50.01%
ENTRY FEES	20,000.00	70.00	13,490.00	67.45%
SALES & USE TAX	750,000.00	84,581.00	500,951.00	66.79%
ZONING PERMITS/APPLICATIONS	13,000.00	1,450.00	9,575.00	73.65%
REFUSE COLLECTIONS FEES	421,000.00	0.00	193,264.00	45.91%
STORM WATER COLLECTION	69,000.00	0.00	26,508.00	38.41%
ALL OTHER REVENUES	1,362,298.00	398,948.00	641,750.00	47.46%
Total Revenues				
	4,493,739.00	1,095,211.00	2,337,400.00	52.01%
EXPENDITURES				
ANNUAL BUDGET	DEC'22 ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT	
GOVERNING BODY	36,115.00	1,776.00	12,550.00	34.75%
ADMINISTRATION	323,064.00	27,059.00	143,268.00	44.35%

BANK BALANCES AS OF December, 2022	
NC Capital Mgt. Trust - Cash Management	2,618,233.88
TRUIST - CASH IN BANK	769,715.51
FIRST FEDERAL PRESTIGE - BUSINESS MONEY MARKET	136,978.54
FIRST FEDERAL PREMIUM - BUSINESS MONEY MARKET	859,162.64
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS	4,384,090.57
TRUIT - STATE FORFEITURE	2,009.47
TRUIST - CAPITAL RESERVE/COMM. ENHANCEMENT	228,946.15
FIRST FEDERAL CAP - RESERVE	2,355,951.98
TRUIST - HEALTH RESERVE HRA ACCT.	18,867.26
TRUIST - PRIEBE FIELD ACCT.	26,011.65
AL WOODALL PARK IMPROVEMENTS	388,175.66
TRUIST - AMERICAN RELIEF FUNDS - (ARPA) Federal Grant	1,248,481.26
TRUIST - Community Building Renovation - (SCIF) State Grant	93,118.12
Y-T-D INVESTMENT BALANCE RESTRICTED FUNDS	4,361,581.55
CUMULATIVE BALANCE FOR TOWN OF ERWIN	8,745,652.12

POWELL BILL BALANCE	364,764.86
\$	

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



BANK ACCOUNT BALANCES			
	YTD Dec-22	YTD Dec-21	YTD Dec-21
CASH MANAGEMENT	2,618,233.98		2,193,018.46
BB&T CASH IN BANK	789,715.51		394,909.83
FIRST FEDERAL BUSINESS M	136,978.54		136,705.60
FIRST FEDERAL MONEY MARKET	859,162.64		857,450.72
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS	\$ 4,384,090.57		3,552,084.61
BB&T STATE FORFEITURE	2,009.47		4,246.64
BB & T CAPITAL RESERVE/COMM. ENHANCEMENT	228,946.15		202,092.43
FIRST FEDERAL CAP. RESERVE/GENERAL	2,355,951.98		2,351,257.69
BB&T HEALTH RESERVE HRA ACCT.	19,987.26		11,696.44
PRIEBE FIELD ACCT.	26,011.65		12,222.30
AL WOODALL PARK IMPROVEMENTS	385,175.86		382,411.61
AMERICAN RELIEF FUNDS: ARPA Grant Community Bldg. Renovation: SCF Grant	1,248,481.26		821,602.01
Y-T-D BALANCE RESTRICTED FUNDS	\$ 4,361,561.55		3,785,518.12
CUMULATIVE BALANCE FOR TOWN OF ERWIN	\$ 8,745,652.12		7,337,603.73

	YTD Dec-22	YTD Dec-21	YTD DIFFERENCE
Revenues			
CURRENT YEAR LEVY OF PROPERTY TAXES	770,477.00	584,247.00	206,230.00
CURRENT YEAR MOTOR VEHICLE TAXES	79,368.00	79,789.00	(421.00)
PRIOR YEAR TAXES / Penalties & Interest	6,871.00	37,490.00	(30,619.00)
UTILITIES FRANCHISE TAXES	95,148.00	91,738.00	3,410.00
ENTRY FEES	13,490.00	11,910.00	1,580.00
SALES & USE TAX	500,951.00	437,662.00	63,289.00
ZONING PERMITS/APPLICATIONS	9,575.00	7,310.00	2,265.00
REFUSE COLLECTIONS FEES	193,264.00	230,684.00	(37,420.00)
STORM WATER COLLECTION	26,506.00	31,417.00	(4,911.00)
ALL OTHER REVENUES	641,750.00	383,343.00	258,407.00
	\$ 2,337,400.00	1,875,590.00	461,810.00
Expenditures			
GOVERNING BODY			
ADMINISTRATION	12,550.00	11,309.00	1,241.00
NON-DEPARTMENTAL	143,268.00	122,557.00	20,711.00
PLANNING & INSPECTIONS	186,177.00	237,219.00	(71,042.00)
POWELL BILL-STREETS	17,368.00	9,557.00	7,812.00
POLICE	6,000.00	7,000.00	(1,000.00)
POLICE-SRO	481,137.00	460,073.00	21,064.00
CONTRACT SERVICES-FIRE	33,261.00	31,841.00	1,420.00
PUBLIC WORKS-ADMIN.	58,238.00	126,384.00	(68,145.00)
PUBLIC WORKS-STREETS	67,678.00	60,731.00	6,947.00
PUBLIC WORKS-SANITATION	157,779.00	159,248.00	(1,469.00)
PUBLIC WORKS-STORM WATER	296,265.00	117,916.00	178,349.00
RECREATION	25,375.00	3,549.00	21,826.00
LIBRARY	160,240.00	162,131.00	(1,891.00)
COMMUNITY CENTER	9,986.00	32,837.00	(22,851.00)
	5,889.00	2,362.00	3,527.00
	\$ 1,641,213.00	1,544,714.00	96,499.00



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 gauge 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

 2/2/2023

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

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 2, 2023

Subject: New Leases for Printers

The Erwin Recreation Department and the Police Department currently have leases for their printers with Copiers Plus that are both expiring this year. The Administration Department has a lease with Systel that is also expiring this year. I have been in discussions with both companies and I have received proposals from both companies. We are happy with the customer service from each company at the moment. The proposals for both the Police Department and Recreation Department from Systel save the Town money. The new lease for the printer in the Administration Department has increased by \$1.74 per month.

- Erwin Police Department- New lease \$96.62/month (we will save \$132.38 per month with this proposal)
- Erwin Recreation Department- New lease \$96.62/month (We will save \$34.42 per month with this proposal)
- Erwin Administration Department- New lease \$161.43/month (We will see a price increase of \$1.74 per month)

January 13, 2023

Division Six - REU
Harnett County

Cynthia B. Patterson
Town of Erwin

Subject: 2023 Municipal Agreement

To Whom It May Concern:

The N.C. Department of Transportation wishes to extend the existing municipal agreement for shoulder mowing with the Town of Erwin. If the Town of Erwin agrees with the attached 2023 mowing cost sheet and wishes to extend the existing municipal agreement, please notify this office in writing or via email.

If you have any questions regarding this matter, please contact David Plummer at (910) 364-06072.

Sincerely,

David Plummer

David Plummer
DREE

Town of Erwin Mowing 2023

PRIMARY

Route	From	To	Miles	Shoulder Miles
US 421 *	East Town Limit	West Town Limit	2.31	9.24
NC 55	US 421	North Town Limit	0.38	0.76
NC 82	NC 217	South Town Limit	0.81	1.62
NC 217	US 421	South Town Limit	2.14	4.28
Totals:			5.64	15.90

SECONDARY

Route	From	To	Miles	Shoulder Miles
SR 1703	SR 1718	North Town Limit	0.39	0.78
SR 1718	NC 217	East Town Limit	2.12	4.24
SR 1726	US 421	North Town Limit	0.65	1.30
SR 1741	SR 1746	South Town Limit	0.89	1.78
SR 1746	NC 217	SR 1718	0.81	1.62
SR 1769	NC 217	West Town Limit	1.16	2.32
SR 1775	NC 82	South Town Limit	0.36	0.72
SR 1815	SR 1718	South Town Limit	0.24	0.48
SR 1907	SR 1726	East Town Limit	0.25	0.50
Totals:			6.87	13.74

* US 421 is 4 lane divided. Therefore, shoulder mileage is four (4) times the road mileage.

Town of Erwin 2023 Mowing Cost Sheet

	Cost per Mile	Cycles	S. Miles	Total Cost
Clean-up Mowing (Primary Multilane Divided)	\$ 168.65	5	9.24	\$ 7,791.63
Routine Mowing (Primary Undivided)	\$ 44.97	3	6.66	\$ 898.50
Clean-up Mowing (Primary Undivided)	\$ 50.60	2	6.66	\$ 673.99
Routine Mowing (Secondary)	\$ 40.48	3	13.74	\$ 1,668.59
Clean-up Mowing (Secondary)	\$ 46.09	2	13.74	<u>\$ 1,266.55</u>
			Total	\$ 12,299.26

Quarterly Payment \$ 3,074.82

Quarterly Breakdown

6RE.104315 \$ 2,341.03
6RE.204315 \$ 733.78

B & B ASPHALT SERVICES LLC

10134 Timothy Rd. Dunn NC 28334

WEB SITE: bandbasphalt.net

Mobile: 910-237-8815 or 910-237-7858

Fax: 910-892-1549

Email: bbasphalt1@yahoo.com

SERVING ALL EASTERN NORTH CAROLINA SINCE 1997

Proposal Submitted To: Town of Erwin /Erwin Park

Attn: Mr. Doug Stevens

Email: dstevens@erwin-nc.org

Job: Walking Trails, Basketball Court and Batting Cage

Date: October 27, 2022

We hereby submit specifications and estimates for:

- 1.To clean and fill cracks in asphalt ¼ inch or larger using a hot crack sealant
At 400 degrees
2. To clean asphalt prior to sealcoating
- 3.To apply "Gemseal" Black Diamond commercial asphalt sealer mixed with extra
Fine silica sand for better traction and wear.
4. To restripe basketball court
5. To restripe parking spaces

We propose to furnish material and labor,complete in accordance with the above specifications, for the sum of \$ 14,975.00

Payment to be made upon completion of job.

Acceptance of Proposal: The above specification and prices are hereby accepted.

You are authorized to do the work as specified. Payment will be made as specified above.

Quotes valid for 30 days

Signature of Acceptance:

Owner: Marty Barefoot



APPLICATION FOR APPOINTMENT TO A BOARD FOR THE TOWN OF ERWIN, NORTH CAROLINA



The Town of Erwin appreciates your interest in serving on a Board and requests that you complete the following application. This application requests general information based on your interest in applying for a Board for the Town of Erwin.

Applicant Name: VANESSA LECH Date of Application: 04 /16 / 2022

Home Address: 302 NORTH 10TH ST ERWIN NC 28339-1502

	Street Address	Town	Zip Code
Home Phone:	<u>(910)-808-9140</u>	Business/Other Phone:	<u>N/A</u>
FAX Number:	<u>N/A</u>	Email Address:	<u>hello@vanessalech.com</u>

In order to consider this application, the Town of Erwin requests the following information:

Date of Birth 05 / 04 / 1985 Do you reside within the Town Limits of Erwin: Yes ☒ No ☐ Please see below remarks.
 Occupation: SELF- EMPLOYED Length of residence in Erwin: Years Months

To the best of my memory, I began ownership in winter 2016. I resided in the property from winter 2016 to 2019.
 Returned to reside in the property beginning once again in January 2022 to current.

Have you ever pled guilty to or been found guilty or any criminal offense or been convicted of any offense other than a minor traffic violation? Yes ☐ No ☒

If yes, please explain N/A

Any evidence found to be incorrect on the application may result in disqualification.

Please write a brief statement as to why you are interested in serving on one of these Boards.

I live in Erwin, NC and want to be more involved in Erwin, NC
now that I am aware of this opportunity.

Please indicate your preference by the number (first choice being "1")

Planning Board ☒ Recreation Not Applicable due to position not being currently available
 according to Erwin, NC website: <https://www.erwin-nc.org/>

Please note: If you are applying for the Planning Board you will not be able to serve on another Board.

BUDGET ORDINANCE AMENDMENT
BOA 2023 – 02
FISCAL YEAR 2022-2023

BE IT ORDAINED by the Governing Board of the Town of Erwin, North Carolina that the following amendments are made to the annual budget ordinance for the fiscal year ending June 30, 2023.

Section 1. This Budget Ordinance Amendment seeks to Increase Revenues and Increase Expenses \$36,650 for a Parks and Recreation Property Insurance Claim and the sale of two Police cars. This will allow the 2022-2023 Budget to be in balance.

Section 2. To amend the General Fund: The revenues are to be changed as follows:

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3350-000	Other Revenue	-0-	+ \$36,650	\$36,650

Section 3. To amend the General Fund: The Expenditures are to be changed as follows:

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-6200-450	Contracted Services	\$27,775	+ \$24,550	\$52,325
10-5600-450	Contracted Services	\$ 2,000	+ \$12,100	\$14,100

Section 4. Copies of this budget amendment shall be furnished to the Clerk, the Governing Board, the Budget Officer and the Finance Director for their direction.

Adopted this 2nd day of February 2023.


Randy L. Baker, Mayor

ATTEST:

Lauren Evans, Town Clerk

Nonprofit Funding Contract
Fiscal Year Begins July 1, 2022 Ends June 30, 2024

This contract is hereby entered into by and between the County of Harnett (the "County") and Town of Erwin (the "Recipient") (referred to collectively as the "Parties"). The Recipient's federal tax identification number is 56-0890158.

1. Contract Documents: This Contract consists of the following documents:

- a. This Contract
- b. The General Terms and Conditions (Attachment A)

These documents constitute the entire Contract between the Parties and supersede all prior oral or written statements or Contracts.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This Contract shall be effective on July 1, 2022 and shall terminate on June 30, 2024.

4. Recipient's Duties: The Recipient shall perform the following:

- a. Funds will be utilized to resurface the parking lot at Al Woodall Park and create a second entrance. Failure to perform Recipient's Duties may result in the return of the awarded funds to the County, and/or disqualification to receive funding in future fiscal years.
- b. Provide to County the following documentation:
 - i. Internal Revenue Service W-9 form (includes address, Tax ID _____ (initial)
 - ii. Sworn Statement of no overdue tax debts _____ (initial)
- c. Understands and Acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2022-74, Section 5.3; and 24.2.
- d. Ensure that the funds are used for nonsectarian, nonreligious purposes only.
- e. Ensure that interest earnings on funds shall be used for the same purposes as which the grant was made.
- f. Submit quarterly reports on financial and performance progress.
- g. Comply with 9 N.C.A.C. Subchapter 3M.0205

5. County's Duties: The County shall perform the following:

- a. Upon execution of this contract, the County shall pay the Recipient \$50,000.00. The total amount paid by the County to the Recipient under this Contract shall not exceed \$50,000.00.
- b. Conduct financial and performance monitoring until the contract is complete.

6. Funds Management: The Recipient agrees that funds paid through this contract shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the Recipient's central accounting and/or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 5 above.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.
- d. Disburse funds in accordance with the following requirements:
 - i. Implement adequate internal controls over disbursements;
 - ii. Pre-audit all vouchers presented for payment to determine:
 - a) Validity and accuracy of payment
 - b) Payment due date
 - c) Adequacy of documentation supporting payment
 - d) Legality of disbursement
 - iii. Assure adequate control of signature stamps/plates;

- iv. Assure adequate control of negotiable instruments; and
- v. Implement procedures to insure that account balance is solvent and reconcile the account monthly.
- e. If eligible, the Recipient shall:
 - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
 - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

7. Post Grant Award Documentation Requirements:

The Recipient agrees to submit the required quarterly report on or before the 7th day following the end of each quarter. The first report is due to the County during the quarter in which the funds have been received by the Recipient. The County shall provide the format and method for reporting. All reports and supporting documents shall include the Recipient information and shall be submitted as prescribed the County.

Recipient agrees that all program activity results information reported shall be subject to review and authentication as described in Paragraph 9 and Recipient will provide access to work papers, receipts, invoices and reporting records, if requested by the County, as the County executes any monitoring or internal audit responsibilities.

8. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about this Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

Recipient Contract Administrator	County Contract Administrator
Name: <u>Snow Bowden</u>	Ally Fouts
Email: <u>townmanager@erwin-nc.org</u>	Harnett County
Direct Phone: <u>(910) 591-4200</u>	PO Box 759
Fiscal year end Month: June	Lillington, NC 27546
	Direct Phone: 910-814-6006
	Email: afouts@harnett.org

9. Monitoring and Auditing:

The Recipient acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the Recipient are subject to being audited, inspected and monitored at any time by the County upon its request (whether in writing or otherwise). The Recipient further agrees to provide County staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The Recipient acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change.

10. Taxes:

The Recipient shall be considered to be an independent Recipient and as such shall be responsible for all taxes. The Recipient agrees to provide the County with the Recipient's correct taxpayer identification number upon the execution of this Agreement. The Recipient agrees that failure to provide the County with a correct taxpayer identification number authorizes the County to withhold any amount due and payable under this Agreement.

11. Reversion of Funds:

Funds will not revert until June 30, 2024. Any unexpended funds shall revert to the County upon termination of this contract.

12. Compliance with Law:

The Recipient shall remain an independent Recipient and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of its employees and assistants. The Recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the County. The Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

13. Situs: This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

14. Termination Without Cause: This Agreement may be terminated by either party upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this Agreement, the amount of any residual unexpended funds shall be transferred to the County.

15. Termination for Cause: If, through any cause, the Recipient shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Recipient and specifying the effective date thereof. Notwithstanding the foregoing provision, the Recipient shall not be relieved of liability to the County for damages sustained by the County by virtue of the Recipient's breach of this agreement, and the County may withhold any payment due the Recipient for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. The filing of a petition for bankruptcy by the Recipient shall be an act of default under this contract.

16. Amendments: This Agreement may be amended in writing which documents approval of changes by both the County and the Recipient.

17. Contract Close-Out Process:

The Recipient agrees to submit to the County a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date. Unexpended funds, if any, should be promptly returned to the County at this time.

Recipient will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the County, the Recipient will receive official notification of Agreement close-out. The letter will inform the Recipient that the County is officially closing the Agreement and retaining all Agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

18. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

[Signatures to follow on next page]

In Witness Whereof, the Recipient and the County have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT

John Bowe

2/2/2023

Signature

Date

John Bowe

John Manase

Printed Name

Title

COUNTY

Signature

Date

Printed Name

Title

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

Signature of County Finance Officer

Date

ATTACHMENT A GENERAL TERMS AND CONDITIONS

Independent Contractor: The Recipient is and shall be deemed to be an independent Recipient in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Recipient represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Recipient shall not subcontract any of the work contemplated under this contract. The County shall not be obligated to pay for any work performed by any subcontractor.

Assignment: No assignment of the Recipient's obligations or the Recipient's right to receive payment hereunder shall be permitted.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Recipient. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Recipient that any such person or entity, other than the County or the Recipient, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnification: The Recipient agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Recipient in connection with the performance of this contract to the extent permitted by law.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Recipient shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be

modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Recipient and attached to the contract.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Equal Employment Opportunity: The Recipient shall comply with all federal and State laws relating to equal employment opportunity.

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the funding authority, the County shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action

and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Recipient.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Advertising: The Recipient shall not use the award of this contract or the County as a part of any news release or commercial advertising without the express written permission of the County.



County Grant Certification – No Overdue Tax Debts

Date: 2/2/2023


To: County Manager and Finance Officer

Certification:

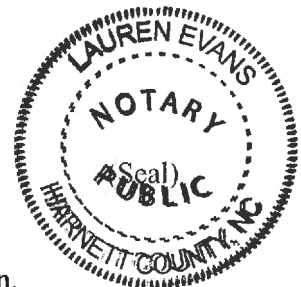
We certify that the Town of Erwin does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.

Sworn Statement:

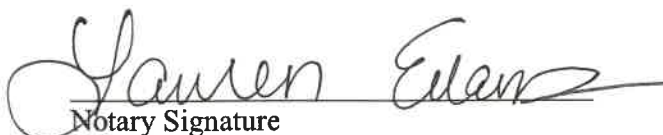
Randy Baker and Snow Bowden
being duly sworn, say that we are the Board Chair and Project Director, respectively, of
the Town of Erwin in the State of North
Carolina; and that the foregoing certification is true, accurate, and complete to the best of our
knowledge and was made and subscribed by us. We also acknowledge and understand that any
misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair


Project Director



Sworn to and subscribed before me on the day of the date of said certification.

 My Commission Expires: March 25, 2026
Notary Signature

G.S. §105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

MINUTES CONTINUED FROM FEBRUARY 2, 2023**PUBLIC COMMENT**

John Manus of 308 E J Street came forward and stated he wanted to speak about speed reduction in our interior streets. Denim Drive and S 13th Street is 35 MPH which is fine but that is way too fast for our interior streets for people walking and children playing. His wife was hit and killed on 10th Street. He requested a speed reduction, more police presence, or more stop signs or speed bumps to slow cars down in his neighborhood.

Henry Lech of 302 N 10th Street came forward and addressed the Board. He and Mr. Manus share a backyard. He did not know Mr. Manus would be present to speak. He and his wife walk their dog on 10th Street to the trail and the speeding is getting out of hand. Coming off 421 on 10th Street going toward the trail there is only one sign that says 35 MPH and a small sign coming off Denim Drive that says 25 MPH. There have been three people hit by cars in the last 90 days. He spoke with NCDOT and the only options are traffic engineering measures and an increase in police presence but our Police Department is already understaffed. According to NCDOT speed humps or bumps will decrease fatal crashes by 60-70%. He read the minutes from last month and Commissioner Marbell asked the Board to consider getting rid of 4-way stop signs but that would be ill-informed and not in the best interest of Public Safety.

Vanessa Lech of 302 N 10th Street came forward and addressed the Board. She stated she is looking forward to the new Erwin Website. The utilization of social media platforms such as YouTube is necessary to connect and communicate with the community. It is 2023 and technological innovation will only continue. She was happy with the ongoing efforts to improve law enforcement, recruitment, and retention. She passed out packets to the Board including articles about mental health concerns for first responders and an abbreviated copy of her resume to consider when accepting her Planning Board Application. She stated Planning Board Meetings need an intervention, and Town Manager Snow Bowden needs backup at the Meetings. The Town of Erwin not implementing preventive measures such as lighting, traffic lights, stop signs, sidewalks, speed bumps, speed limit reduction, etc. makes her think about the phrase "Willful Negligence." She has wondered if a wrongful death lawsuit is in Town's future; writing tickets alone is reactive, not proactive. How many more people need to die before proactive measures are taken?

Dale Ryals of 201 Country Spring Lane came forward and informed the public of the importance of the Planning Board and how to become a Planning Board Member.

PUBLIC HEARING

ZT-2022-006

Commissioner Byrd made a motion to open the Public Hearing which was seconded by Commissioner Blackmon. The Board voted unanimously.

First Responders and Compassion Fatigue

 helpforourheroes.com/first-responders-and-compassion-fatigue

The demands of being a first responder are exhausting, but these heroes willingly accept that reality. Unfortunately, sometimes this goes beyond typical stress and anxiety. Research has recently increased focus on first responder trauma, and we have even advanced our understanding of compassion fatigue. This is integral for caring for our heroes.

The Transformations Help for Our Heroes program focuses on helping veterans and first responders. Everyone knows that individuals in these professions encounter unique stressors, but few realize just how harmful this line of work can be. Trauma and first responder compassion fatigue are serious conditions, but you don't have to fight on your own.

Contact Transformations at Mending Fences today to learn how we can help.

What Is Compassion Fatigue?

Compassion fatigue is an extreme mental state characterized by burnout and secondary trauma. It isn't recognized as a full psychiatric disorder, but it can lead to similar symptoms and even diagnosable conditions. Physical and emotional exhaustion are prerequisites to this mental state. Unfortunately, the issue often stems from caring too much.

Compassion fatigue typically occurs when someone doesn't have a healthy work-life balance. They overextend themselves because they feel they have a responsibility to others. The condition can minimize a person's ability to empathize and feel compassion for others. This is the most tragic part since empathy and compassion typically lead to the issue.

A more serious form of the condition involves secondary trauma. This happens when a first responder starts to feel like they or their loved ones are experiencing the trauma of others. Those who live with the condition may also experience the anger of others or survivor's guilt. These feelings can make it difficult for a person to comprehend the dangers they face.

The Issue of First Responder Trauma

When discussing compassion fatigue, it's important to understand that it's not typical first responder trauma. Responding to mass casualty events and other disasters can lead to primary trauma. Even if the danger has subsided, being part of its aftermath is a traumatic occurrence. This often results in first responders living with PTSD.

- Feeling others' trauma as if you experienced it yourself
- Constantly feeling on guard or jumpy
- Excessive fear that yourself, your colleagues, or loved ones may get hurt
- Persistent intrusive thoughts involving the trauma of others

Unfortunately, first responders excel at internalizing their daily stress. This means those around them — or even the first responder themselves — may not recognize the severity of the issue they're going through. Still, others may not think they need help because they have symptoms of compassion fatigue but not secondary trauma.

This belief can prove harmful. Secondary trauma is the eventual outcome of this form of first responder fatigue. If you ignore signs that you have a problem, it will only get worse in time. Left untreated, this can lead to vicarious trauma that potentially changes the way you view the entire world. This would make overcoming your issues even more difficult.

Tips and Treatment for First Responder Trauma

Compassion fatigue symptoms often subside within two weeks. If they don't — or symptoms become serious issues — it's important to seek professional treatment. In many cases, though, you can take active steps for improvement. The following tips work best when used as a preventative measure, but they can also help you get your head back in a good space.

- Build your resilience with good nutrition, active relaxation (e.g., meditation), adequate sleep, and regular physical activity.
- Even when you can't get enough sleep, resting when you have the chance can help.
- Stay hydrated and eat the best quality foods you can find.
- Don't let your hygiene suffer. Even a clean change of clothes can work wonders.
- Wash — even a face and hands wash can help when you don't have time.
- Be willing to take time away from work. This will remind you there's good in the world.
- Mourn losses and celebrate successes with your colleagues.
- Practice faith if you believe in a higher power.
- Don't isolate yourself from family and friends.
- Talk to your colleagues. Get to know them.
- Identify and focus on things you have to look forward to.

If these methods for combating compassion fatigue don't work, the outcome could negatively affect other parts of your life. Strained relationships, turning to substance abuse, financial difficulties, unexplained somatic symptoms, apathy, and increased isolation are just some of the problems this condition can create in your life.

Don't wait until these worsen or turn into something more serious. Compassion fatigue can lead to major issues, so don't hesitate to reach out for help.

Vanessa Lech



hello@vanessalech.com



linkedin.com/in/govanessa



(910)-808-9140



<https://links.divorcingadults.com/> & <https://links.hellovanessamedia.com/>

Summary

Military Veteran

Military Spouse for 14+ years

Diversity, Equity, Inclusion (DEI)

North Carolina Licensed Clinical Social Worker (LCSW)

Florida Supreme Court Certified Family & County Mediator

Creator of Hello Vanessa Media + founder of "Diverse Mediation Solutions".

Experience



Mediator

Diverse Mediation Solutions



Social Worker

Community Social Work Services



Individual Ready Reserve (IRR) Soldier

US Army

Jan 2012 - 2016 (4 years)



Soldier

US Army

Mar 2008 - Jan 2012 (3 years 11 months)

Education



University of North Carolina at Pembroke

Masters Degree of Social Work (MSW)



Trident University International

Masters of Science in Health Sciences with a Concentration in Public Health



Franklin University

Bachelor's of Science in Health Care Management

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 2, 2023

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
- Planning Board Statement of Consistency
- Statement of Consistency
- Statement of Inconsistency
- ZT-2022-006 Map Amendment Ordinance

Staff recommends reading through the Findings of Facts in the Staff Report on Pages 33-34

Suggested Motions:

For legal purposes, staff recommends that 3 separate recommendations be made:

1. I move to recommend that the proposed rezoning application:
 - a. Meets all the Findings of Fact in the Affirmative, or
 - b. Meets one or more of the Findings of Fact in the negative (if this motion is made, then the application would have to be recommended for denial.)
2. I move that:
 - a. 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
 - b. The requested rezoning to B2-CD is not compatible with all of the Town of Erwin's regulatory documents and would not have a positive impact on the surrounding community and would not enhance the public health, safety, and general welfare as stated in the evaluation. It is recommended that this rezoning request be Not Approved (state reason(s) for nonconsistency).
3. I move that to recommend:
 - a. Approval of Ordinance For Map Amendment Case # ZT-2022-006 Amendment To The Official Zoning Map To Rezoned From RD To B2-CD Per Zoning Ordinance Article XXIII For Harnett County PIN 0598-92-2261.000.
 - b. Denial of Ordinance For Map Amendment Case # ZT-2022-006 Amendment To The Official Zoning Map To Rezoned From RD To B2-CD Per Zoning Ordinance Article XXIII For Harnett County PIN 0598-92-2261.000.

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 # Z-20 -
Fee: Check # MO Cash
PB Recommendation: A D A/W Conditions
BOC Date: Decision: A D T A/W 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]
Signature of Applicant

910-944-0881

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.

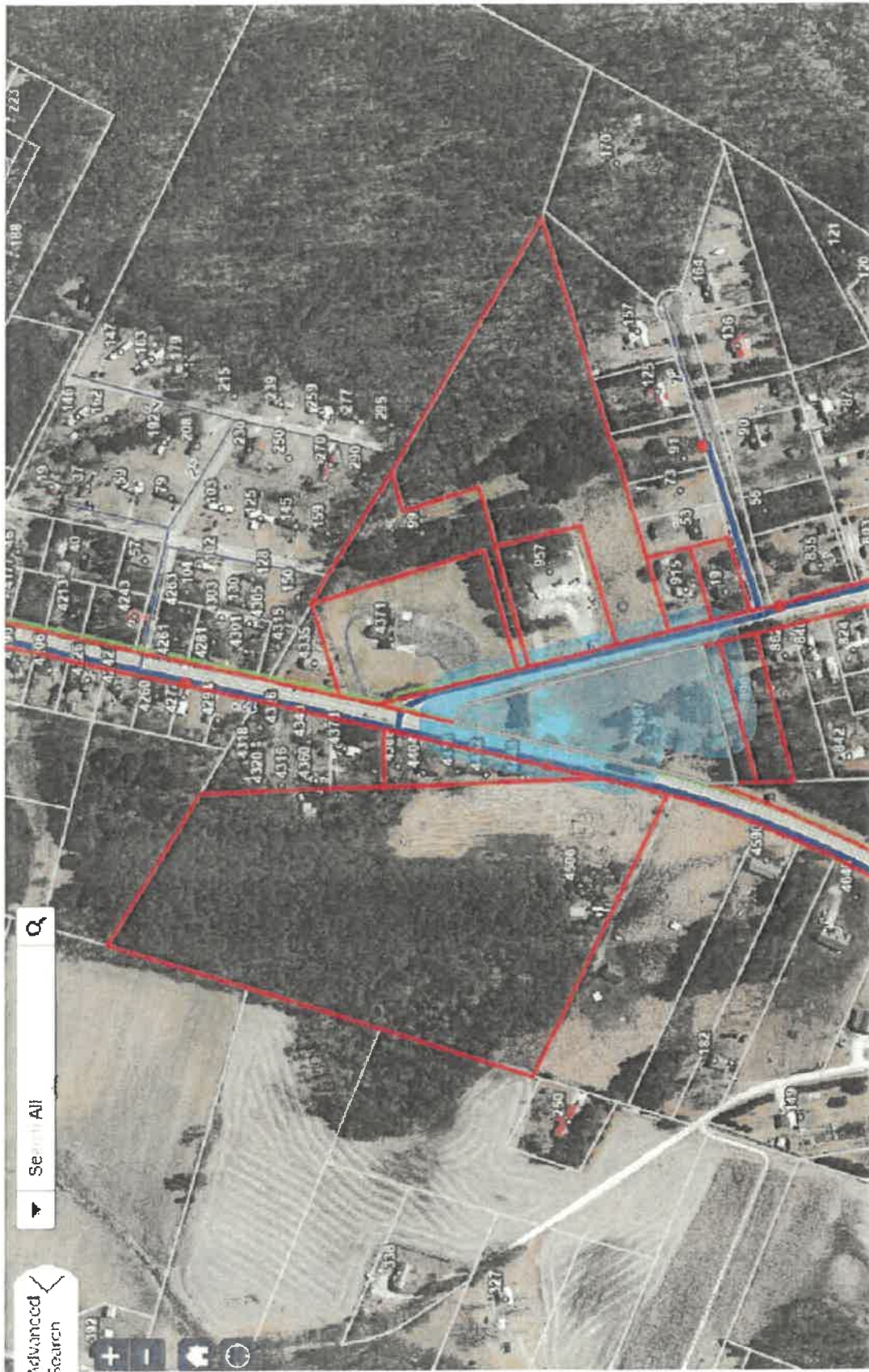
The proposed development will meet all applicable standards for Erosion and Sediment Control and Stormwater Management, and will feature Erosion and Sediment Control measure, and a permanent stormwater management pond meeting the standards of NCDEQ. The proposed entrance shall be reviewed and permitted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

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 & MURPHY	MURPHY DAYNA BAYLES	MURPHY STEVE WILFORD	4507 NC 55 E ERWIN, NC 28339	175 DRUM INLT MOREHEAD CITY, NC 28557-9644
7440636	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	0598-92-7864.000	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	HAYES SHARON POPE	HAYES SHARON POPE		915 MAYNARD LAKE RD ERWIN, NC	1845 ABATTOIR RD COATS, NC 27521-9380
7498953	0598-92-7879.000	HAWLEY WILLIAM D	HAWLEY WILLIAM D		995 MAYNARD LAKE RD ERWIN, NC	PO BOX 306 ANGIER, NC 27501-0306
7433620	1508-02-0557.000	HAWLEY WILLIAM D	HAWLEY WILLIAM D		MAYNARD LAKE RD NC	PO BOX 306 ANGIER, 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 ANGIER, NC 27501-0306
7427812	0598-92-4890.000	MIDWAY PENTECOSTAL HOLINESS	MIDWAY PENTECOSTAL HOLINESS		4371 NC 55 E DUNN, NC 28334	PO BOX 667 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: 2/2/2023

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.

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	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.
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	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.
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	The character of the neighborhood will not be damaged. This parcel is located off of a main state highway.
The proposed change is in accord with the Land Development Plan and sound planning principles. YES	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.

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

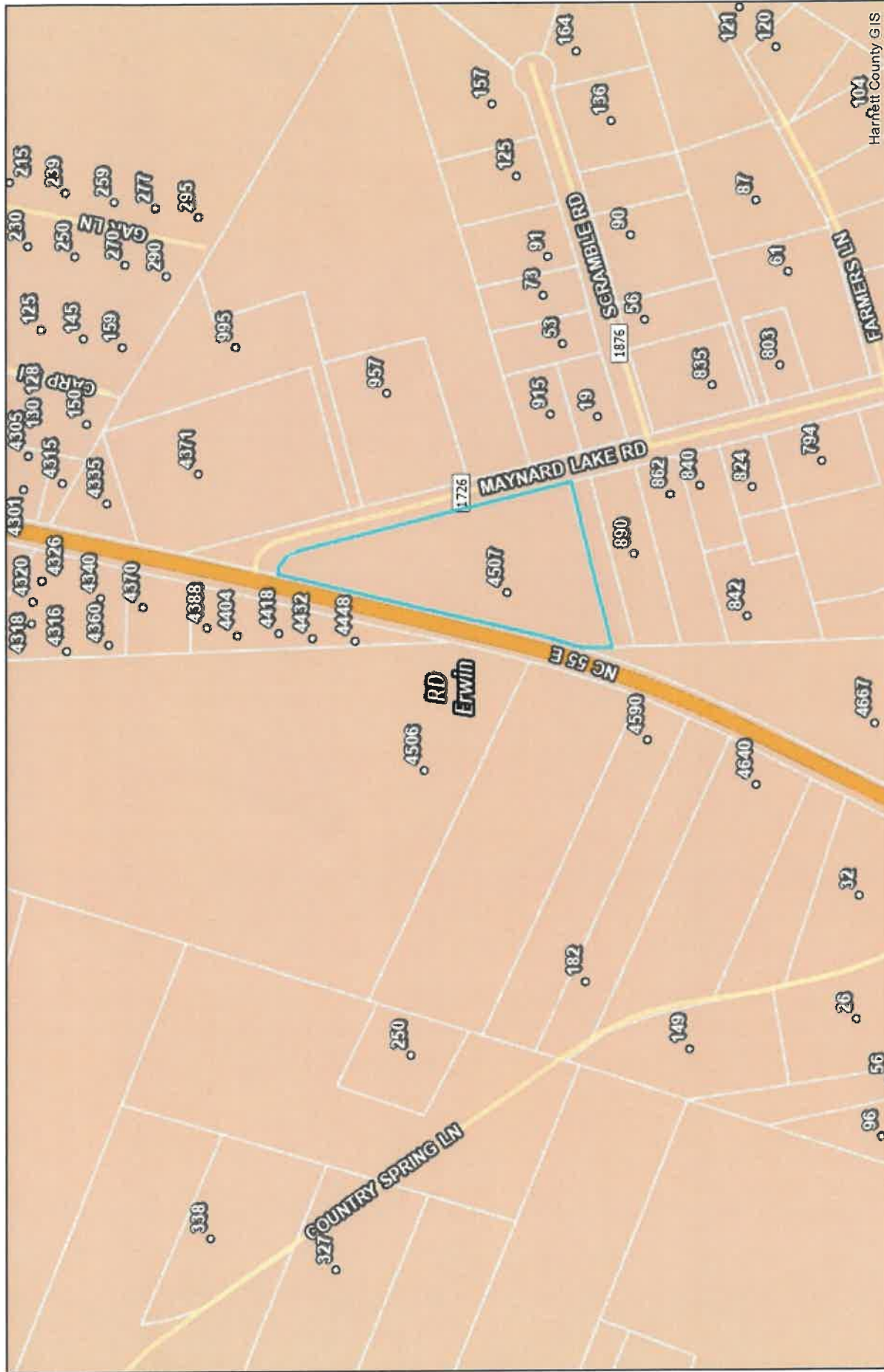
The requested rezoning to B2-CD is **NOT** compatible with all of the Town of Erwin's regulatory documents and it would have a negative impact on the surrounding community. It is recommended that this rezoning request **NOT BE APPROVED**.

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

NOT FOR LEGAL USE .



GIS/E-911 Addressing
October 7, 2022

1 inch = 376 feet

0 165 330 660 Feet

N
W E
S

ETJ Boundary

Surrounding County Boundaries

City Limits

County Boundary

Address Numbers

MajorRoads

Interstate

NC

US

Airport

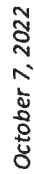
Roads

Mile_Markers

Mile_Markers

Railroad

Parcels



Derek Avery and Jennifer Wilson
4799 NC 55 E
Erwin, NC 28339

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

1/12/2023

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 February 2nd, 2023 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, February 2, 2023, 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.

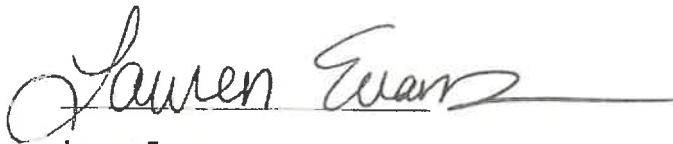
This case is available for review at the Erwin Town Hall. All persons desiring to be heard either for or against the ~~proposed~~ ⁴⁰ items set forth above are requested to be present at the above-mentioned time and place.
1/17, 24/2023

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**.



RJ Beasley
Planning Board Chair



Lauren Evans
Town Clerk

Statement-of-Inconsistency

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

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

Randy Baker
Mayor

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

Lauren Evans
Town Clerk

MINUTES CONTINUED FROM FEBRUARY 2, 2023

Town Manager Snow Bowden stated the Town received this request to have the parcel rezoned from our Rural District to Highway Business-Conditional District. The Planning Board did recommend this for approval back in October. If approved, the developer will start the voluntary annexation process.

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

John Parker, Rhetson Companies Inc of 2075 Juniper Lake Rd, West End NC 27376 came forward and was sworn in by Town Clerk Lauren Evans.

Mr. Parker stated Rhetson Companies has been in business for 20 years. The company was founded on Christian principles and proudly operates under those today. In front of the Board were pictures, provided by Mr. Parker. The parcel is surrounded by mixed uses and the parcel, in their opinion is on the corner of two busy roads and is not ideally where someone would want to build a home. The parcel makes more sense as a commercial, non-residential use. The aerial overview shows a lot of commercial uses in the area. There are more nonresidential uses than residential uses. The proposed site layout shows how the company may use the site. The property we are looking at for a retail store that would produce 6-10 full-time jobs and tax revenue for the Town. If the request is approved, after closing on the property, they are planning to voluntarily annex into the Town Limits.

The photos provided by Mr. Parker are part of these minutes as an attachment

Mayor Baker asked Mr. Parker, in his study and discussions with NCDOT, if there had been any plans for turn lanes or direction of traffic.

Mr. Parker stated they know that 55 is a busy road and they do not want to impact that. To minimize congestion, they are proposing the main entrance be on Maynard Lake Road. NCDOT has reviewed that proposal and has given Rhetson Companies their blessing. No official plans had been submitted at that time. A different configuration has been discussed to place the entrance further back or place the retail building further back to get it away from the intersection. NCDOT does not want to main entrance on 55 and Rhetson Companies agreed with that.

Mayor Baker asked if NCDOT had alluded to any requirement for a turn lane or additional paving being added to Maynard Lake Road for ingress or egress.

Mr. Parker stated NCDOT had not indicated any road winding requirement. They would like to add an island on 55 to prevent people from taking a left. They are willing to do whatever is necessary to make it seamless and smooth. If the road needed to pull in on 55 and widen for the island, they would put it on the site to not disturb the neighboring property. No widening of 55 or Maynard Lake road is needed at this time.

Commissioner Blackmon inquired about a traffic impact analysis.

Mr. Parker stated no but NCDOT is good about telling them if they need one. NCDOT was fine with the entrance on Maynard Lake Road and did not express any concerns about traffic being impacted.

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

MINUTES CONTINUED FROM FEBRUARY 2, 2023

No one came forward.

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

Paula Roberts of 876 Bill Avery Rd, Coats NC 27521 came forward and was sworn in by Town Clerk Lauren Evans.

Ms. Roberts stated she has family members that own land and that this request will be affecting them. Many people in the area have homes so Mr. Parker's statement that homes would not be affected was inaccurate. She has a child that goes to Triton so she does feel that Maynard Lake Rd would be affected morning, evening, and afternoon sports. She asked if she was allowed to ask what the business will be.

Mayor Baker stated the Board does not ask that question. The applicant may answer the question if he wishes to do so but it is not a requirement. This is a rezoning and anything within that zoning district is allowed as a permitted use. This would also be a conditional district so conditions could be placed on the property as well. The applicant can share if he would like.

Ms. Roberts asked Mr. Parker if he would share the proposed retail store. Was it a Dollar General?

Mr. Parker stated he could not share.

Ms. Roberts stated people live there and are affected. There are generational lands that have been passed down for many decades. She does feel that it will affect Maynard Lake Rd and anyone who has children at Triton High School or will have Children at Triton High School in the future.

Mayor Baker asked staff to pull the aerial view of the property on the screen for everyone to see. He stated this is not a straightforward rezoning, this is a rezoning conditional district where it mirrors a typical zoning district in our jurisdiction, however, this type of district allows the Board to look at it similarly to Special Use Request. The Board cannot look at one specific business or business model.

Dale Ryals of 201 Country Spring Lane came forward and was sworn in by Town Clerk Lauren Evans.

Ms. Ryals stated her property is about a quarter of a mile from Maynard Lake Rd and Highway 55 intersection. They need to help the Board understand and know how we want our community to go forward in the future for her and her neighbors and children. She is all about farming and saving land for farming. Our Community is farming and residential and we want it to remain that way. Mr. Parker stated he sees commercial land out there and the only commercial businesses are the church and two daycares, neither are retail. Rhetson Companies Inc is asking to join our community by installing another Dollar General. Hazards and Nuisances include but are not limited to more traffic on roads that are not updated to substantiate heavier travel, traffic congestion, more noise from traffic with more intense traffic, more noise from the retail business, more light pollution, trash from retail business, more people to gather in one place causing opportunity for bad things to happen, and it will be an almost non-stop retail business with 10-14 hours a day, 7 days a week, 52 weeks a year. Adding a retail business to our community opens the door for more of the same type of development resulting in the residential

MINUTES CONTINUED FROM FEBRUARY 2, 2023

homes becoming makeshift offices or temporary businesses creating an unsightly hodge-podge of buildings for our community and for a major entrance into our Town. We want better than this for our community. We want our community to remain farming and residential, not commercialization. The developer is asking to be annexed into the city limits and for the future would make it easier to annex all of us into the city limits as we are already in the planning zone. Creating Urban Sprawl in the E.T.J. is letting the center of the Town become a wasteland which leaves the Town to rot from within. The Staff Evaluation Report shows the staff's favorable answers to this rezoning request when viewed as a whole would damage the character of this neighborhood. This rezoning request would not have a positive impact on the surrounding community and would not enhance the public health, safety, and general welfare of our community. She stated she is speaking on the behalf of her family who could not attend and for herself. Their farm has been in her family for one hundred years or more. All of you have very busy schedules with many responsibilities and obligations. We want our community and neighborhood to keep its integrity of farming and rural living, not commercialization. We want our neighborhood to be an asset for the Town of Erwin. For the safety, health, welfare, and peace and enjoyment in our community, respectfully she and her family requested this rezoning be denied.

The handouts provided by Ms. Ryals are part of these minutes as an attachment

Derrick Avery of 4799 NC 55 E came forward and was sworn in by Town Clerk Lauren Evans.

Mr. Avery stated he has 21 acres that are next to this property. He wanted to keep it residential, not commercial. He stated he has horses, pigs, and chickens. His land has been passed down from generation to generation, at least four generations to his knowledge and he plans to pass it down to his children. If the land turns commercial, he does not know if his children will get the opportunity, he wanted his children to live in the country, not in the streets. If a Dollar General is placed on this property, it will cause nothing but walking traffic from the trailer parks and a hangout for high school kids. That intersection is going to be a cluster and he does not think it is a good idea to put commercial property there.

Sharon Hayes of 915 Maynard Lake Rd came forward and was sworn in by Town Clerk Lauren Evans.

Ms. Hayes stated her neighbors have said it all. If it is a Dollar General, that is the sorriest store that has ever been and it will be right in her front yard. She backed everything her neighbors had said.

Kenneth Coley of 26 Ivor Lane came forward and was sworn in by Town Clerk Lauren Evans.

Mr. Coley stated he had the same things to say as his neighbors because they live in that community. The retail store may not be a Dollar General but it says Dollar General on the map. We have a Dollar General in Erwin approximately 3 miles away, one in Coats approximately 6 miles away, and a big new Dollar General at the intersection of 421 and Old Stage Rd. Common sense told him that the community will not support that much retail sale in our area because we struggle to keep the bowling alley in business near CVS. If a Dollar General is placed at this location, another local Dollar General will go out of business. He did not see this commercial business as helping our community. Their mailboxes are on highway 55, it is bad enough

MINUTES CONTINUED FROM FEBRUARY 2, 2023

walking across the street now, and he could only imagine how bad it would be with more traffic. It is a farming community, its houses, a church, and a couple of daycares. It is not a commercial community. The community will not support it, then it closes down and we have an eye sore in our community. He did not think it would be a good idea.

Dennis McNeil of 338 Country Spring Lane came forward and was sworn in by Town Clerk Lauren Evans.

Mr. McNeil stated he does not think this Dollar General or whatever it is going to be is a good idea. Traffic is constantly increasing in that location and is already bad. He does not want it in his area. He owns 16 acres of farmland, he is a hunter and they love the animals. He cherishes the community and loves it. He stated he plans to leave his land to his son and it is perfect like it is. He knew Erwin needed growth but this area is not the place for it and he was against it.

Wilma Miller of 90 Scramble Rd came forward and was sworn in by Town Clerk Lauren Evans.

Ms. Miller stated during school hours, they cannot go toward Triton and has to go toward 55. If there is not going to be a turning lane and all of the Students are getting out of school, traffic is going to be bad and people will have to plan way ahead. Other places in Erwin have other route options but their community has nowhere but those two roads. His request is a great concern for her and her neighbors.

Mayor Baker asked Mr. Parker to come back up and address the citizens' concerns.

Mr. Parker came back forward to touch on a few topics mentioned. One of the first comments he heard was the community needed more Police support and a lot of times in growing areas, that is a big struggle. In this economy, they are trying to bring a retail store to the community that will bring not only jobs but revenue to the Town which would help fund more Police protection. He knows there will always be a mix of opinions. Rhetson Companies works with a wide variety of companies such as Bojangles, Dunkin Donuts, Jersey Mikes, Ace Hardware, etc. The retail store they are looking at would estimate to generate between 16-18 cars per hour. They are not talking about a Walmart that would pull thousands of cars an hour and cause the congestion mentioned tonight. Rhetson Companies is going to submit a full set of plans to the Town, County, NCDOT, and the Department of Environment Equality so that they do not impact the community at all. NCDOT would not allow them to do anything that would impact the community and would require turn lanes if needed. Every property Rhetson Companies has developed put restrictions on that property to prevent an extremely long list of obnoxious uses that no one would want near their property. They try to be responsible as possible and if he did not think this retail store would work in the community, Rhetson Companies would not have brought it before the Board. He knew the community had opinions and he was glad they were present to voice that but as far as Rhetson Companies' impact on the community, they do not estimate a negative impact on traffic. As far as personal preference, he cannot speak on that.

Mayor Baker inquired about the concern for deliveries of merchandise to the facility and the possibility of off-street parking. Will there be adequate means of ingress and egress to supply that store without stacking traffic on the highway?

MINUTES CONTINUED FROM FEBRUARY 2, 2023

Mr. Parker stated that they would not be allowed to submit a plan without properly supplying adequate truck routing. The truck would enter the site, back up to the loading, unload, and then leave. Normally these types of stores only get one big truck a week so it is not a daily nuisance. He stated night sky-friendly lighting was mentioned and that is a requirement to not have lighting that will bleed over into the neighboring properties especially in this case when it will be located at the intersection of two busy roads. All building lights will be angled down to prevent blinding traffic or bothering neighbors' properties.

Mayor Baker stated another concern was music and loud noises.

Mr. Parker responded that the retailer will not have anything installed, such as speakers, and he does not think the ordinance would allow for that. There will not be any outside noises on a consistent basis, we might have trash pickup be heard once a week.

Mayor Baker asked for verification, if this property were proposed to be annexed, it will solely be this particular property and will not affect any adjoining property.

Mr. Parker stated that was correct, if they successfully rezoned and annexed this property it will not include any surrounding properties.

Commissioner Blackmon asked about the 18-car count mentioned earlier by Mr. Parker.

Mr. Parker stated those estimated 18 cars would be per hour during the peak times of the day. These types of retail stores are designed to serve the community in a 5-mile radius, they aren't meant to be a destination spot like Walmart.

Commissioner Nelson stated there are Dollar Generals all over. He stated a lot of these stores are prone to get robbed. He inquired about the security measures that would be in place.

Mr. Parker stated it comes back to Policing. It doesn't matter where commercial growth happens or what commercial growth happens, those revenue dollars will help generate funds to increase the Police Force so they can patrol areas more. He stated he could not speak for the local law enforcement and response times but security cameras will be in place and they mean industry standards.

Mayor Baker asked if anyone else would like to come forward for final comment before closing Public Hearing.

Kenneth Coley of 26 Ivor Lane came forward once again. He stated that Police presence for just that property will pull Police presence from the Town where a man just had his wife run over. All night people have talked about police presence and traffic control, to make the Police pulled from the Town of Erwin to drive all the way out to this property for a store only one person in this room wants, will that not affect the budget and cause the Town to hire more Police? No one in the community wants this store and it will be an eyesore.

Dale Ryals of 201 Country Spring Lane came forward again. She stated Mr. Parker mentioned Police presence which will be more expense to the Town for the revenue and employment of 6 people. How is that cost-effective for the Town? The map says Dollar General, but we are told it might not be a Dollar General. The Board is being asked to make a decision on something blindfolded. Also, 16-18 cars per hour are not true and she cannot fathom that NCDOT would

MINUTES CONTINUED FROM FEBRUARY 2, 2023

not entertain placing a turn lane on 55. She wanted to repeat that the church and daycares are not retail businesses. All the development going up in the area will cause an increase in traffic.

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

Commissioner Blackmon asked Town Manager Snow Bowden to pull up the B2 ordinance on the screen.

Commissioner Blackmon stated the biggest case was traffic. This area is starting to get a little growth and it is going to continue to get that way. There are always going to be more cars and more traffic. He does not know what the NCDOT's traffic analysis is in this area or if they have even done one. He stated he is not a traffic engineer but he has not been shown any evidence that it will not affect the traffic other than being told that it will not. When looking at a rezoning, you cannot just look at what's there, you have to look at all the potential businesses that are allowed in that district.

Commissioner Byrd stated he was very concerned. As much as he wants to see Erwin grow and prosper but not when it will impact traffic. His heart went out to Mr. Manus for the loss of his wife. He is worried about the impact on the neighboring property owners. Trying to just put something there to hopefully generate revenue is not the way to go and he did not think it will generate that proposed revenue.

Commissioner Blackmon stated the combination of the middle school, triton, and the subdivision on the left, he really thought NCDOT needed to work on a traffic analysis of that area. Traffic impact was his biggest concern and he did not feel anyone had proven to him that there will not be an impact because the analysis has not been completed.

Mayor Baker stated that the Board needed to look at the verification of the evaluation which will hopefully guide them in their decision.

Commissioner Byrd made a motion that the impact to the adjacent property owners and the surrounding community is **not** reasonable, and the benefits of the rezoning **do not** outweigh any potential inconvenience or harm to the community and was seconded by Commissioner Nelson. The Board voted unanimously.

Commissioner Blackmon made a motion that the requested zoning district is compatible with the existing Land Use Classification and was seconded by Commissioner Byrd. The Board voted unanimously.

Commissioner Byrd made a motion that the proposal does **not** enhance or maintain the public health, safety, and general welfare. A traffic analysis has not been completed to prove that public safety is maintained and was seconded by Commissioner Byrd. The Board voted unanimously.

Commissioner Blackmon made a motion that the request is for a small scale rezoning and should be evaluated for reasonableness and was seconded by Commissioner Byrd. The Board voted unanimously.

Commissioner Nelson made a motion for denial, the requested rezoning to B2-CD is not compatible with all of the Town of Erwin's regulatory documents and would not have a positive

MINUTES CONTINUED FROM FEBRUARY 2, 2023

impact on the surrounding community and would not enhance the public health, safety, and general welfare as stated in the evaluation. It is recommended that this rezoning request be **Not Approved** and was seconded by Commissioner Byrd. The Board voted unanimously.

CLOSED SESSION

Commissioner Blackmon made a motion to go into Closed Session Pursuant to General Statute 143-318.11 (a) (6) for the Purpose of Discussing Personnel at 8:27 PM and was seconded by Commissioner Byrd. **The Board voted unanimously.**

RECONVENED

Commissioner Blackmon made a motion to go back into regular session at 8:47 PM and was seconded by Commissioner Nelson. **The Board voted unanimously.**

MANAGER'S REPORT

Town Manager Snow Bowden reminded the Board about the Town and State Dinner hosted by the NCLM on February 22nd at 5 PM. He asked anyone who planned to attend to please let Town Clerk Lauren Evans know as soon as possible.

On February 16th at 9 AM we will have an informal budget kick-off meeting to discuss goals and visions for the Town.

ATTORNEY'S REPORT

Town Attorney Tim Morris thanked the Board for allowing him to be the Town Attorney. He brought up his concern for the safety of people crossing the road to Triton and asked what could be done. He asked the Board if we could put out pedestrian crossing signs.

GOVERNING COMMENTS

Commissioner Byrd inquired whether Mr. Bowden had heard from Harnett County regarding the ditches.

Town Manager Snow Bowden stated he was supposed to meet with Dr. Fleming that week but he was sick. He will be rescheduling their meeting.

Commissioner Byrd asked that the Code Enforcement officer ride address the issue on Warren Road with people not cleaning up their yards. He also stated we needed to address the issue in a neighboring backyard, a pipe was replaced and now that the dirt has settled, it left a large hole. We asked that we take some dirt over there and fill it in.

Site

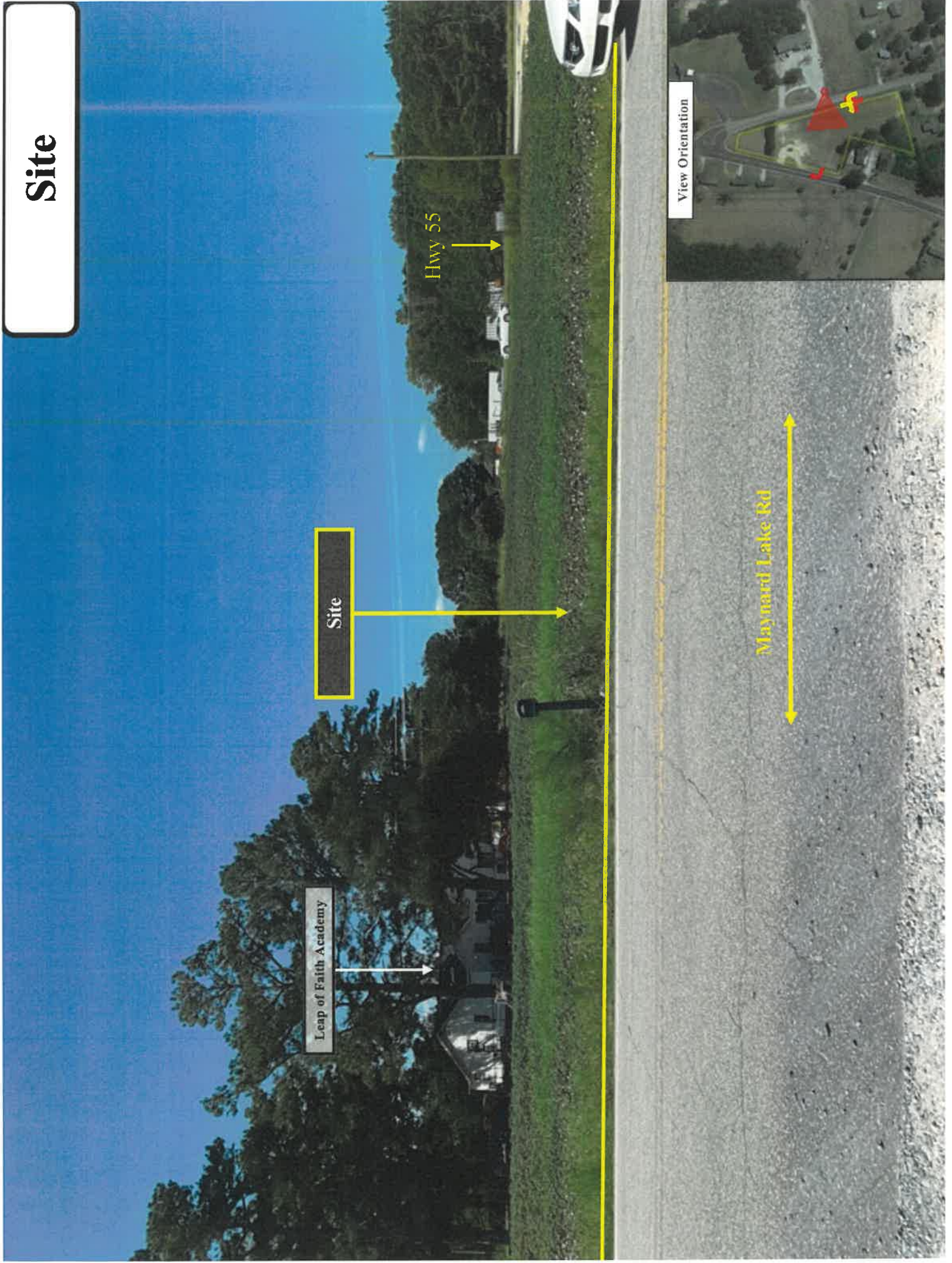
Leap of Faith Academy

Site

Hwy 55

Maynard Lake Rd

View Orientation

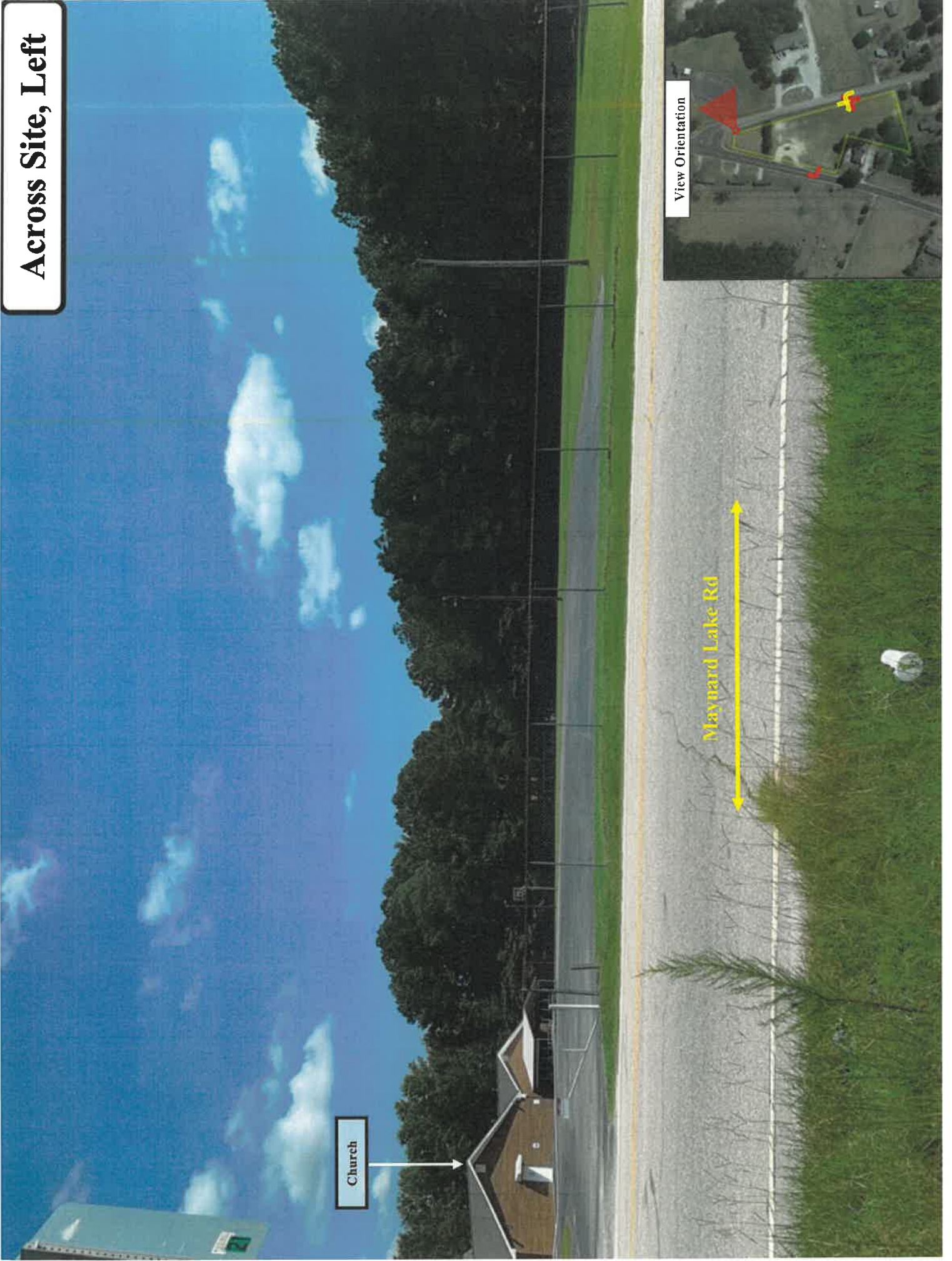


Across Site, Left

Church

Maynard Lake Rd

View Orientation

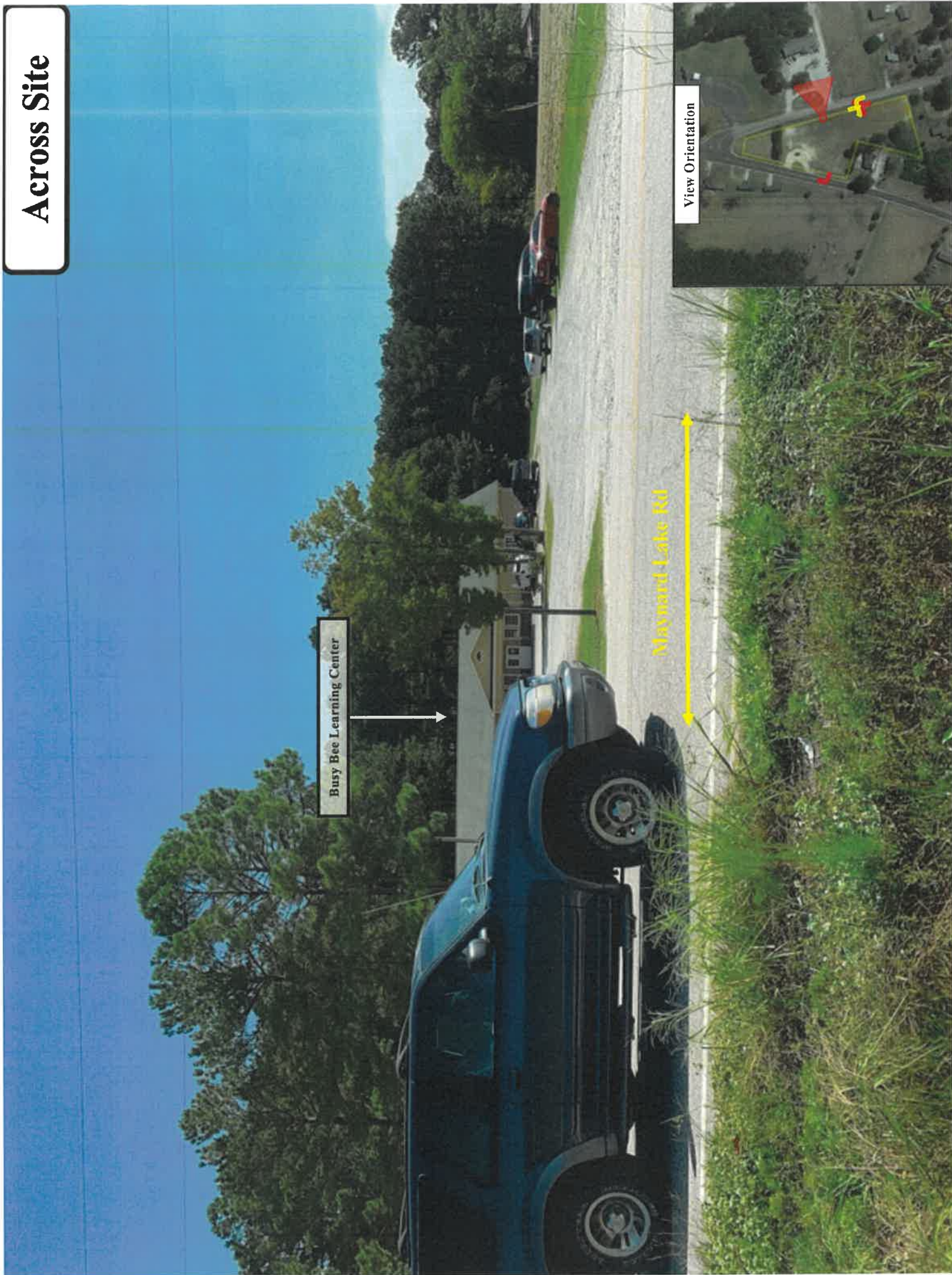


Across Site

Busy Bee Learning Center

Maynard Lake Rd

View Orientation

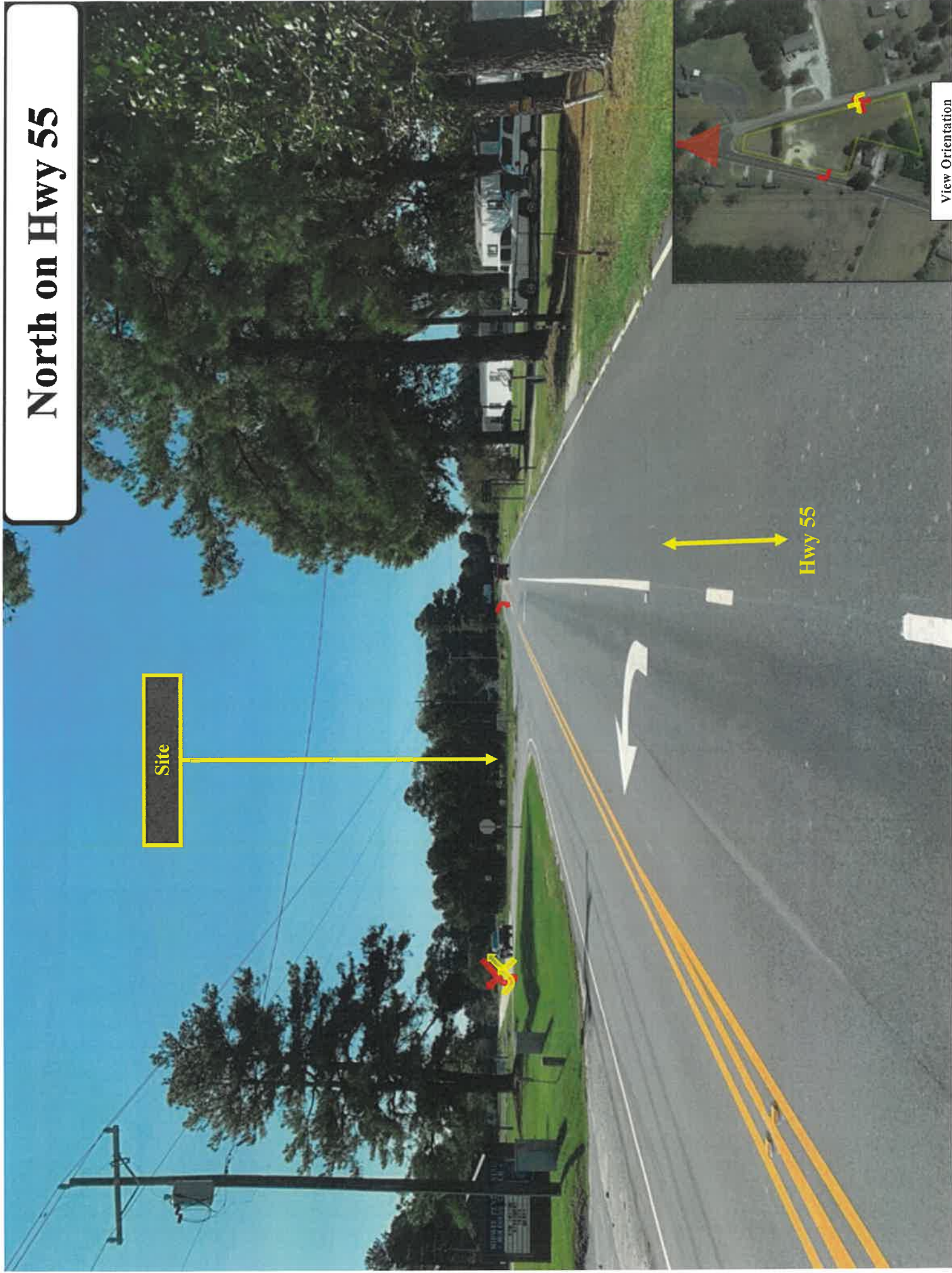


North on Hwy 55

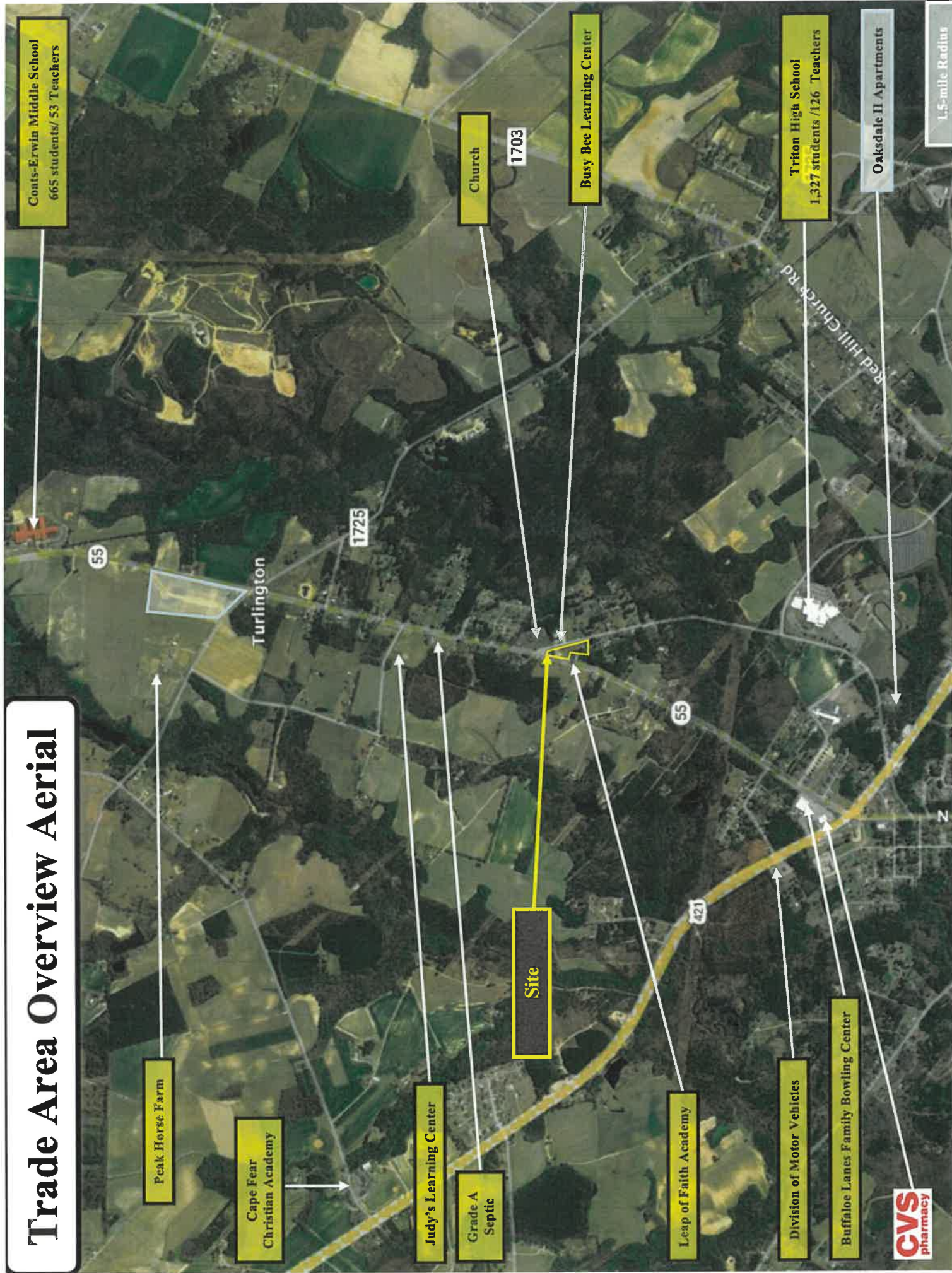
Site

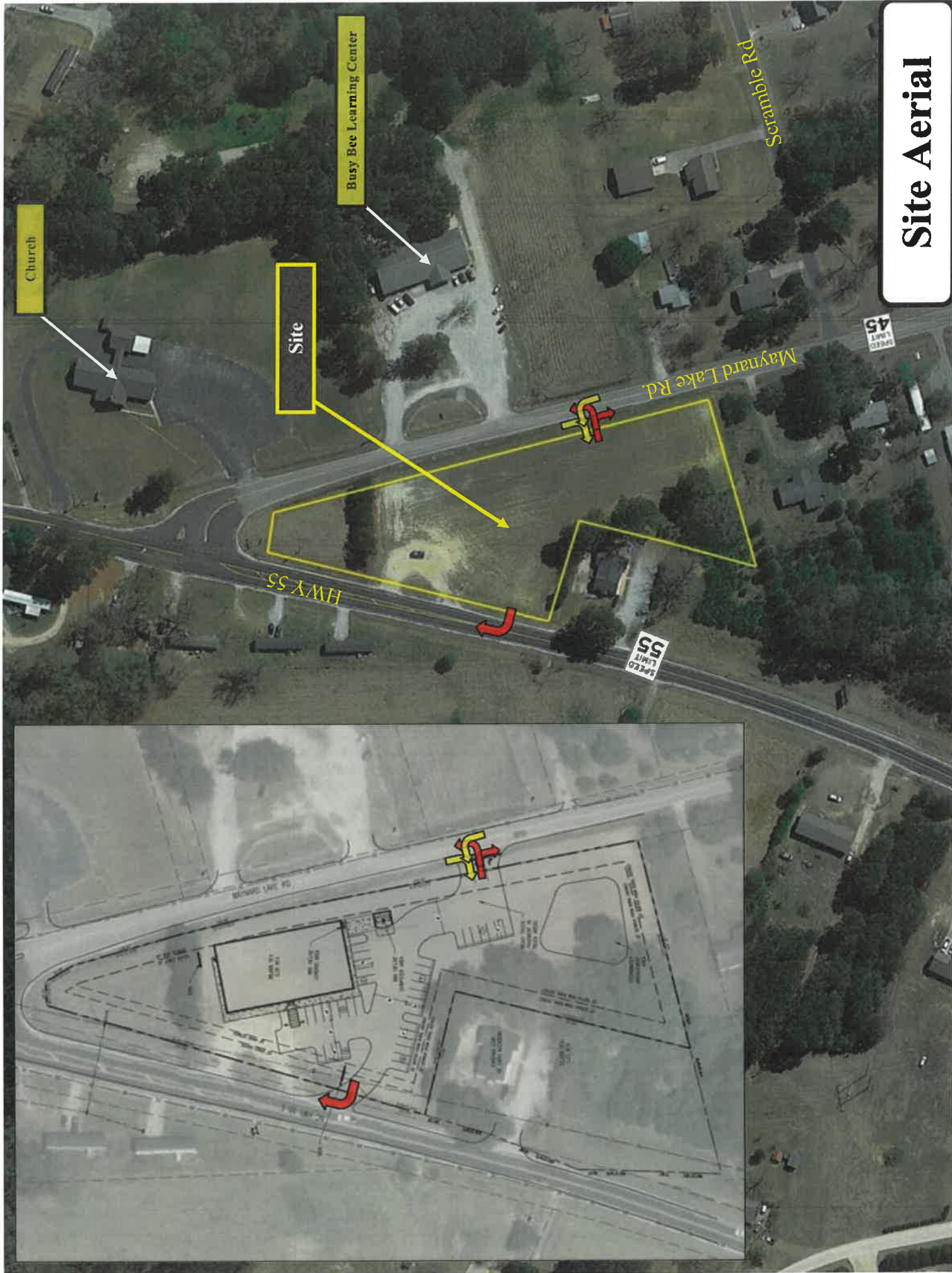
Hwy 55

View Orientation

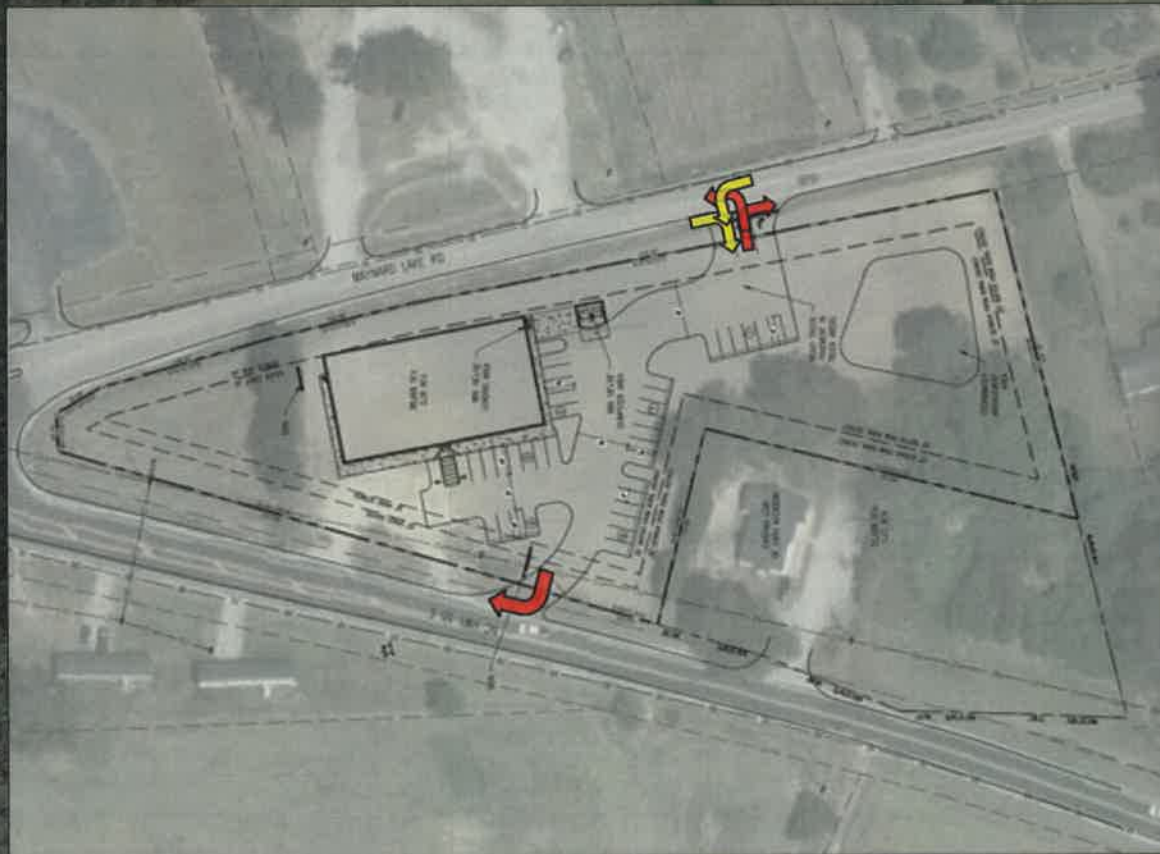


Trade Area Overview Aerial





Site Aerial



Excerpt:

SUNDAY MORNING

Dollar Stores and food deserts

DECEMBER 8, 2019 / 9:11 AM / CBS NEWS

By National Public Radio correspondent and "Sunday Morning" Special Contributor Allison Aubrey:

Aubrey asked Barry Popkin, professor of nutrition at the University of North Carolina at Chapel Hill, "If you could talk to the executives of Dollar Stores, what would you say to them?"

He replied, "'Shame on you. You're killing America just so you can get richer.'"

"Wow. That's a pretty strong statement."

"Yeah. They have a model that is a brilliant model to make quick bucks off the backs of our health," he said.

For years Popkin has warned Americans about the dangers of too much sugar and soda. Now, he is concerned about Dollar Stores. At a time when poor diets are linked to nearly 900 deaths a day in this country, Popkin says to look at what Dollar Stores sell: rows and rows of sugary drinks, candies, and processed foods high in salt and fat.

"It increases their risk of heart disease, mortality, cancer mortality, diabetes, obesity," he said. "This is the worst food that they can be eating."

"So, is this exacerbating the health problems of the demographic that's shopping there?" asked Aubrey.

"Yes, it's adding to the health crisis that lower-income America faces – black, Hispanic, and white America all shop in these stores."

Consider Dekalb County, Georgia, near Atlanta, where there are a total of 68 Family Dollar, Dollar Tree, and Dollar General stores.

County Commissioner Lorraine Cochran-Johnson said 25% of Dekalb County live in a "food desert" –a low-income area with limited access to supermarkets. She worries there are just too many Dollar Stores in these neighborhoods. "They tend to highly saturate areas," she said. "When you look at the trends and you look at the pattern of growth of the Dollar Store as well as tg"

That's one reason why Fort Worth, Tulsa, Birmingham, New Orleans and Kansas City (among others) have already passed restrictions on where new Dollar Stores can open.

<https://www.cbsnews.com/news/dollar-stores-and-food-deserts-the-latest-struggle-between-main-street-and-corporate-america/>

Dale Ryals, 201 Country Spring Ln, Erwin NC 28339 910-897-8960

> All of you have VERY Busy Schedules with Full-Time Jobs, Family Responsibilities, Church & Other Obligations, etc.

= We NEED to HELP You to UNDERSTAND & to KNOW How WE WANT OUR COMMUNITY to GO FORWARD in the FUTURE for US, for OUR CHILDREN, & for GENERATIONS to COME.

I am ALL about Farming and Saving Land to farm.

*** Our Community is Farming and Residential and we want it to remain that way.

~ Rhetson Companies, Inc is asking to join our community by installing another Dollar General which requires rezoning from Rural District to Hwy Business Conditional Use District.

~ This Rezoning Request -

Affects:

- * Property Owners
- * Lessees/Renters
- * Local Daily Commuters
 - To Schools
 - To Churches
 - To Grocery Stores
 - For Any Local Travel

* Passing Thru Daily Commuters

Hazards, & Nuisance

Affects Include, but not limited to:

> More Traffic on Roads That Are Not Updated to Substantiate Heavier Travel from this proposed construction along with the new housing development on Hwy 55 N, the proposed 64 unit apartment complex at the other end of Maynard Lake Rd and the 264 plus unit complex near Pleasant Grove Church. There will be cut-through traffic from all these locations.

> Traffic Congestion.

**** Due to the parking area congestion and configuration, it is very likely 18-wheeler freight trucks will be stopped and off-loading on Maynard Lake Rd Hwy 55 or the shoulders of both roads.

> More > Noise from Traffic with MORE Intense traffic.

more > Noise from the Retail Business Which May Play Music, Make Announcements, etc.

more > Light Pollution blazing onto neighbors' property & disrupting wildlife migratory patterns.

more > Trash from Retail Business Blowing onto Neighboring Properties.

- pg 2
- > Causes more people to gather in one place; thus more opportunity for bad things to happen with the business sitting between 2 daycare centers, a church & 2 schools in close proximity; prime targets for the mass shootings that are in the news so often now.
 - > It will be almost a NON-STOP Retail Business, 10-14 Hours a Day, 7 Days a Week, 52 weeks a Year. If This Business is Not, the Next Business that is allowed under the Hwy Business-Conditional Use District May Have These Kind of Hours & Even More Nuisances. The Developer can change his plans on the business that would be constructed, if he receives approval of the rezoning.
 - > Adding a Retail Business to Our Community Opens the Door for More of the Same type of development resulting in the residential homes becoming make-shift offices, temporary businesses such as store & church fronts, thrift stores & myriad of other businesses creating an unsightly hodge-podge of buildings for our community and for a major entrance into our Town.

There are several examples already within Our Town Limits.

We want BETTER than this for our community.

We want our community to remain Farming & Residential, not commercialization.

> The Developer is "Asking" to Be Annexed Into the City Limits.

= For the Future, it Will Make it Easier for the Town to Annex ALL of US Into the City Limits as WE Are Already in the Planning Zone.

We Have County Taxes and Once Annexed into the City Limits, WE will ALSO Have City Taxes.

pg 28, Rhetsen Companies letter to the Town of Erwin mentions:

1-promote growth

1-Do we want more growth similar to a Dollar General? NO

2-diversified economic base.

2-Already in Town, there is a Dollar General, an IGA, & the Wal-Mart's a couple miles away; all offering the same things with very similar prices, more diversity, easier parking and traffic control already in place.

3-provide retail service to limit travel times

3-I would rather stop somewhere else than to go through the traffic nightmare this business would cause and I live less than 1 / 4 mile away.

4-minor impacts of noise, odor, dust, & fumes.

4-This was addressed in the opening remarks.

5-limit travel times

5-For Who? Many Erwin People do trip consolidations- Go to the Post Office and visit that Dollar General; Wal-Mart's for gas, pharmacy, groceries, clothes, deli, & it offers more diversity;

then, ^{there are} eateries, Dollar Tree or drive to Coats IGA because they get different pg3
cuts of meat than at the Erwin IGA where they can easily shop at the Coats Dollar General Or just 5
miles up the road to the airport and shop at that very new Dollar General.

~ These are just a few examples.

6-"within the Town" or "in the Town"

6-It is not "within the Town" or "in the Town" since Rhetsen Companies, if approved, will be asking for annexation.

How will another Dollar General benefit the residents of Erwin when in any direction they are going, they will go by similar stores with similar prices and with better traffic control and a lot less traffic "headaches"?

Creating Urban Sprawl in the E.T.J. is letting the center of Town become a Wasteland which leaves the Town to ROT from "within"!

The Board Has A Copy Of An Article Done By
(See Screen for Excerpt from CBS Sunday Morning's Article "Dollar Stores and food deserts" and Interview with University of Chapel Hill's Professor of Nutrition, Barry Popkin, & Dekalb County, GA County Commissioner Lorraine Cochran-Johnson.)

In the news, Dollar Stores, which Dollar General is in this classification, have been associated with "food deserts" and low income communities; thus, causing the economical disadvantage to have less healthy food choices due to the items that are stocked in their stores. The Dollar Stores' business model discourages any interest from potential better paying employers, enhanced home construction, retail stores with a larger variety of items and many more POSITIVE opportunities are missed.

Staff Evaluation Report In Tonights Packet
pg 33-34) My opening comments on our Community show the Staff's "Favorable" answers of this rezoning request when viewed as a whole WOULD DAMAGE THE CHARACTER of this Neighborhood.

In The Tonight's Plot
(pg 41) The Planning Board's "Statement of Consistency" when viewed with my opening comments shows this rezoning request WOULD NOT have a positive impact on the surrounding community. It would not ENHANCE the PUBLIC HEALTH, SAFETY, and GENERAL WELFARE of our Community.

The parties involved in this rezoning request live elsewhere; thus, it encourages little thought to the safety, health, welfare, and the PEACE and the ENJOYMENT of our community residents.

I am speaking on behalf of my family who could not attend and for myself: pg 4

Our Farm has been HONORED with the Century Farm Designation which means the FARM has been in the SAME FAMILY for ONE HUNDRED (100) YEARS or MORE.

Our Farm is, Also, in the Harnett County Voluntary Agricultural District, usually Referred to as the V.A.D.

~ We, as a Family, are INVESTED in this Community with DEEP ROOTS. We DO NOT have any Intention of Moving or Selling Our Property.

~ We Want the Community to Remain as Rural District with Farming Assisting with the support for the Town of Erwin & the County.

~ Farming Tax Dollars SUPPORT Residential Housing and Money is always needed to repair and to build new infrastructure. Thereby, farming and residential are compatible companions.

~ To Support the Above - This is a Statement on the Harnett County V.A.D. Application.

The Board Has A Copy Of The Voluntary Agrl District Appl. which supports the Next Statement.

I have paraphrased it here: This is a study done by the American Farmland Trust, dated September 1, 2021.

The residential customer uses \$1.15 of the \$1.00 he pays in taxes; thus, causing a \$.15 shortfall for the government to cover. The Farmer uses \$.34 of each of his tax dollars he pays in-leaving \$.66 for the government to support the shortfall of the residential customer. "Therefore, it is a net gain of revenue for the tax base and thus an economic benefit for the county to preserve working (farm) lands."

~ As the Above Statement shows, preservation of farmland may offer additional benefits to the Town as Well as the County and to the residents of each.

~ There are other benefits listed on the VAD Application.

Per the Harnett County Soil and Water Department, a new study is in the works for a comparison of the Farmer to the Commercial Sector.

By thinking out of the box, this tract of farmland can remain in production for food when managed correctly and remain as a congenial companion to our community.

My house is located off Hwy 55 on Country Spring Ln so my front yard is not littered with trash from the landfill traffic; but I pick up trash along Hwy 55 and call NCDOT when large items and dead animals are on the shoulders of the road. I call the necessary departments when there is an issue in the neighborhood. I do all this because I care about where I live and I want it to be a decent, neat, clean well-maintained community because it will retain the decent, neat, clean neighbors I have now and will attract the same for my future neighbors.

The decision that is made tonight will affect our community long term.

> All of you have VERY Busy Schedules with many Responsibilities & Obligations.

= We NEED to HELP You to UNDERSTAND & to KNOW How WE WANT OUR
COMMUNITY to GO FORWARD in the FUTURE for US, for OUR CHILDREN, &
for GENERATIONS to COME.

In closing, we want our community and neighborhood to keep its integrity of Farming and Rural
living not commercialization.

We want our neighborhood to be an ASSET for the Town of Erwin.

For the safety, health, welfare, and the PEACE and the ENJOYMENT in our community,
respectfully, My Family & I request this rezoning be DENIED.

Thank you for listening.

MINUTES CONTINUED FROM FEBRUARY 2, 2023

Commissioner Nelson asked about our codes for dogs. He asked if we have a leash law.

Town Manager Snow Bowden stated we do have a leash law and no more than three in a house.

Commissioner Nelson stated there are three big dogs on his road, Morgan Street. They were going through his neighbor's trash and making a mess.

Town Manager Snow Bowden stated he would contact animal control.

Commissioner Nelson thanked Town Staff for all they do. He asked the Board to consider a 5% raise in our next budget.

Mayor Baker thanked Town Clerk Lauren Evans for making the Town Hall look more appealing. He thanked Staff and the Board for all the compassion shown during the passing of his mother.

Commissioner Blackmon thanked Town Attorney Tim Morris for the service he provides to the Board.

ADJOURNMENT

Commissioner Byrd made a motion to adjourn at 9:02 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