

**THE ERWIN BOARD OF COMMISSIONERS
AUGUST 2022 REGULAR WORKSHOP
MONDAY, AUGUST 22, 2022 @ 6:00 P.M.
ERWIN MUNICIPAL BUILDING BOARDROOM**

AGENDA

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

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

3. **OLD BUSINESS**
 - A. Erwin Depot (**Page 2**)
 - B. Erwin Community Building Bathrooms (**Page 14**)

4. **NEW BUSINESS**
 - A. Mayor and Board of Commissioners Code of Ethics (**Page 16**)
 - B. Library Lease (**Page 18**)
 - C. LED Sign Policy (**Page 29**)
 - D. CPNI (**Page 31**)
 - E. Proposed Text Amendment to our Code of Ordinances: Rural District (RD) (**Page 36**)
 - F. Proposed Text Amendments to Special Uses/Permitted Uses (**Page 38**)

5. **MANAGER'S REPORT**

6. **ADJOURNMENT**

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners
From: Snow Bowden, Town Manager
Date: August 22, 2022
Subject: Erwin Depot

I have reached out numerous times to the company that produced our plans for the Erwin Depot and at the time of this memo I have not heard anything back. The last correspondence I had from them was in April 2022. They want to have someone come out to the site, and evaluate the current condition of the building before updating the plans to the current building code. I would estimate this evaluation and report update would cost \$6,000 now. I know we discussed this proposal at our budget retreat and we believe that we do not need this report. We just need our current plans updated to the most recent building code.

USDA Loan

A USDA loan would be our best option if we borrow money for this project. The current rate is 3.25%. An annual payment on a \$1 million dollar loan would be \$52,690. With the library consolidation plan we will have savings in the operating budget going forward to cover this fully starting in FY2024-20225.

In FY 2023-2024 we should have an estimated savings in the operating budget of \$25,441. In FY 20224-2025 we should have an estimated savings in the operating budget of \$69,405.

*Potential grant opportunities:

NC Commerce is hosting a webinar on Wednesday, August 24th. I am hoping that there might be some grants to apply for that could help with this project.

Attachments:

- Draft project ordinance
- Proposed evaluation of existing building
- Depot costs for existing plans (before being updated to current code)
 - The price of the construction material in this packet will probably be 5%-10% higher than what was in this packet

RPA ENGINEERING, P.A.

Structural Engineering Solutions

102 Regency Blvd., Suite A1, Greenville, NC 27834
Ph. 252-321-6027 Fax 252-355-2179

Engineering License No. C-2734

January 2, 2022

Mr. Rick Collins, AIA
Becker Morgan Group

Re: Structural Engineering Proposal for Erwin Depot Evaluation

Dear Rick:

We are pleased to provide this proposal for structural engineering services for the project noted above. The following proposal provides a brief description of the project, a summary of the engineering scope of work, and the proposed engineering fee and schedule for the project.

Project Description

The project involves renovation of an historic train depot in Erwin, NC. The existing freight depot building is 1-story wood framed structure that was built in 1907. The building has recently been relocated and installed on a new foundation system. The first-floor framing was also replaced. I visited the site to examine existing conditions but the building has been settling idle since that time and a follow-up site visit is needed to re-assess the current structural condition of the building. A summary of the work to be completed by RPA Engineering is included below in the Engineering Scope of Work.

Engineering Scope of Work

The structural engineering scope of work for this project consists of the following tasks:

- Perform initial site visit site to examine existing conditions.
- Generate report describing structural problems and providing general recommendations for correcting them.

Assumptions/Clarifications:

- Design and drawing work associated with the building renovation is not included. This work will be handled under a separate proposal.

Engineering Fee

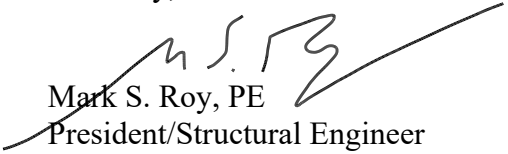
We propose to provide the services described above for a lump-sum fee of \$1,200. Any additions to the scope of work or changes made after the start of design which result in structural re-design will require additional fee. I will obtain written approval from you prior to proceeding with any additional work.

Schedule

We can begin work on this project immediately upon notification to proceed. We will establish a specific completion date with you prior to beginning work.

If you agree with the terms of this proposal, please sign below and return a copy to me. Our payment terms are net-30 days. We will invoice you each month based on the amount of work completed during the month. We appreciate the opportunity to present this proposal and look forward to working with you on this project. This proposal is valid until April 30, 2022. Please call me if you have questions or need additional information.

Sincerely,



Mark S. Roy, PE
President/Structural Engineer

Proposal Acceptance:

Signature

Printed Name

Title

Date

Project name	19-036 Erwin Depot
Labor rate table	Standard
Equipment rate table	Standard
Job size	2867 sf
Report format	Sorted by 'Location/Group phase/Phase' 'Detail' summary Allocate addons

Item	Description	Takeoff Qty		Total Amount
Existing Depot				
2.200	DEMOLITION			
2.205	<i>Gen. Demolition Sub</i>			
----	General Demolition	1.00	ls	<u>11,250</u>
	<i>Gen. Demolition Sub</i>			11,250
2.875	<i>Remove Misc.</i>			
	10 Lead Paint Removal And Abatement	1.00	each	<u>18,000</u>
	<i>Remove Misc.</i>			18,000
	128.00 Labor hours			
	96.00 Equipment hours			
	DEMOLITION			29,250
	128.00 Labor hours			
	96.00 Equipment hours			
5.000	STEEL			
5.510	<i>Stair Railing</i>			
	10 Stair Railing	406.00	Inft	<u>44,406</u>
	<i>Stair Railing</i>			44,406
	135.333 Labor hours			
	67.67 Equipment hours			
	STEEL			44,406
	135.333 Labor hours			
	67.67 Equipment hours			
6.000	WOOD & PLASTICS			
6.100	<i>Rough Carpentry</i>			
lab	Carpentry Labor	1.00	mh	<u>7,500</u>
	<i>Rough Carpentry</i>			7,500
	1.00 Labor hours			
	0.50 Equipment hours			
6.145	<i>Misc Small Framing</i>			
	10 Exterior Decks and Ramp	1,704.63	sf	<u>29,832</u>
	<i>Misc Small Framing</i>			29,832
	68,185.20 Labor hours			
	34,092.60 Equipment hours			
6.210	<i>Plywood Subfloor</i>			
ply5	SUL Underlayment 5/8"	2,280.00	sqft	<u>2,850</u>
	<i>Plywood Subfloor</i>			2,850
	114.00 Labor hours			
	28.50 Equipment hours			
6.230	<i>Plywood Sheathing</i>			
	12 Plywood Wall Sheathing 1/2"	2,220.00	sqft	<u>3,552</u>
	<i>Plywood Sheathing</i>			3,552
	111.00 Labor hours			
	37.00 Equipment hours			
6.235	<i>Roof Sheathing</i>			
----	2 x 6 T & G Wood Roof Deck	3,564.00	sqft	11,275

Item	Description	Takeoff Qty	Total	
				Amount
	<i>Roof Sheathing</i>			11,275
6.410	<i>Wood Siding</i>			
	10 Wood Siding	2,220.00 sqft		10,989
	10 Decorative Brackets and Trim	14.00 ea		2,310
	<i>Wood Siding</i>			13,299
	186.17 Labor hours			
	558.50 Equipment hours			
6.418	<i>House wrap</i>			
	10 Tyvek Vapor Barrier wrap	3.00 roll		1,200
	<i>House wrap</i>			1,200
	12.00 Labor hours			
	1.50 Equipment hours			
6.428	<i>Finish Carpentry</i>			
	10 Carpentry Sub (Interior)	1.00 lsum		10,500
	<i>Finish Carpentry</i>			10,500
6.801	<i>Fastners & Misc</i>			
	10 Fastners & Misc	1.00 each		1,200
	<i>Fastners & Misc</i>			1,200
	WOOD & PLASTICS			81,208
	68,609.37 Labor hours			
	34,718.60 Equipment hours			
7.000	THERMAL-MOIST PROTECTION			
7.120	<i>Waterproof /Dampproof</i>			
	10 Crawl Space Vapor Barrier System	1.00 ls		6,000
	<i>Waterproof /Dampproof</i>			6,000
7.201 sub	<i>Insulation</i>			
	Spray Foam Insulation	1,935.00 lsum		6,095
	<i>Insulation</i>			6,095
7.210	<i>Batt Insulation</i>			
	10 R38 Batt Insulation - Floor	1,900.00 sqft		2,584
	<i>Batt Insulation</i>			2,584
	38.00 Labor hours			
	12.67 Equipment hours			
7.215 ----	<i>Board Insulation</i>			
	4" Nail Base Insulation	3,564.00 sqft		11,583
	<i>Board Insulation</i>			11,583
7.404	<i>Gutters</i>			
	60 Gutters and downspouts - Sub	1.00 ls		5,400
	<i>Gutters</i>			5,400
7.821	<i>Fiberglas Shingles</i>			
	10 Fiberglass Roof Shingles	38.00 sq		13,300
	<i>Fiberglas Shingles</i>			13,300
	76.00 Labor hours			
	25.333 Equipment hours			
7.835	<i>Roofing Felt</i>			
	10 Roofing Felt	38.00 SQ		534
	<i>Roofing Felt</i>			534
	9.50 Labor hours			
	3.17 Equipment hours			
7.920 sub	<i>Caulking & Sealants</i>			
	Caulk & Sealants	1.00 Inft		2,750

Item	Description	Takeoff Qty		Total Amount
	<i>Caulking & Sealants</i>			2,750
	THERMAL-MOIST PROTECTION			48,246
	123.50 Labor hours			
	41.17 Equipment hours			
8.000	DOORS & WINDOWS			
8.150	<i>Misc Door Items</i>			
----	Refinish and Rehang Rolling Doors	4.00	each	4,500
	<i>Misc Door Items</i>			4,500
8.610	<i>Wood Windows</i>			
10	Wood Windows	8.00	each	6,750
	<i>Wood Windows</i>			6,750
	32.00 Labor hours			
	16.00 Equipment hours			
	DOORS & WINDOWS			11,250
	32.00 Labor hours			
	16.00 Equipment hours			
9.000	FINISHES			
9.860	<i>Resilient Tile & Carpet</i>			
10	Commercial Carpet	1,900.00	sf	5,985
	<i>Resilient Tile & Carpet</i>			5,985
9.922	<i>Paint Beams</i>			
10	Clean and Seal Existing Beams	1,900.00	sqft	7,500
	<i>Paint Beams</i>			7,500
9.950	<i>Paint Subcontractor</i>			
70	Paint Subcontract - Lump Sum	1,900.00	ls	7,600
	<i>Paint Subcontractor</i>			7,600
	FINISHES			21,085
15.000	MECHANICAL			
15.010	<i>HVAC</i>			
10	HVAC Subcontractor	1.00	sqft	35,000
	<i>HVAC</i>			35,000
15.300	<i>Sprinkler</i>			
05	Sprinkler System - Sub	2,640.00	sf	5,940
	<i>Sprinkler</i>			5,940
	MECHANICAL			40,940
16.000	ELECTRICAL			
16.001	<i>Electrical</i>			
sub	Electrical	1,900.00	sqft	24,000
	<i>Electrical</i>			24,000
16.175	<i>Install Fire Alarm System</i>			
10	Install Fire Alarm System	1.00	each	7,619

Item	Description	Takeoff Qty	Total Amount
	<i>Install Fire Alarm System</i>		7,619
	2.00 Labor hours		
ELECTRICAL			31,619
	2.00 Labor hours		
Existing Depot			308,004
	1,900.00 sf		
	69,030.20 Labor hours		
	34,939.433 Equipment hours		

New Building

3.000 CONCRETE

3.020 sub	<i>Lump-Sum Concrete</i> Lump Sum Concrete Slab & Foundations <i>Lump-Sum Concrete</i>	967.00 sf	5,802
			5,802
CONCRETE			5,802

6.000 WOOD & PLASTICS

6.100 sub	<i>Rough Carpentry</i> Framing (Sub) <i>Rough Carpentry</i>	1,452.00 sf	4,356
			4,356
6.110 ----	<i>Wall Framing 2x4</i> Interior Wall Framing <i>Wall Framing 2x4</i>	780.00 lf	3,510
			3,510
6.115 ----	<i>Wall Framing 2x6</i> Exterior Wall Framing <i>Wall Framing 2x6</i>	1,770.00 sf	7,965
			7,965
6.125	<i>Wood Trusses</i> 10 Wood Trusses (all sizes) <i>Wood Trusses</i>	1.00 each	2,350
	2.00 Labor hours		2,350
	0.67 Equipment hours		
6.130	<i>Truss Bracing</i> 10 2 x 4 x 16 Truss Bracing <i>Truss Bracing</i>	75.00 ea	1,670
			1,670
6.235	<i>Roof Sheathing</i> 58 Roof Sheathing 5/8" <i>Roof Sheathing</i>	1,984.00 sqft	1,107
	19.84 Labor hours		1,107
	6.613 Equipment hours		
6.410	<i>Wood Siding</i> 10 Wood Siding 10 Decorative Brackets and Trim <i>Wood Siding</i>	1,248.00 sqft 15.00 ea	6,300 3,975
	105.25 Labor hours		10,275
	315.75 Equipment hours		
6.430	<i>Interior Paneling</i> 10 1 x 6 T&G Bead Board	3,330.00 sqft	9,600

Item	Description	Takeoff Qty		Total Amount
	<i>Interior Paneling</i>			9,600
	166.50 Labor hours			
	83.25 Equipment hours			
6.801	<i>Fastners & Misc</i>			
10	Fastners & Misc	1.00	each	2,150
	<i>Fastners & Misc</i>			2,150
	WOOD & PLASTICS			42,983
	293.59 Labor hours			
	406.28 Equipment hours			
7.000	THERMAL-MOIST PROTECTION			
7.210	<i>Batt Insulation</i>			
10	Batt Insulation	2,347.00	sqft	1,994
	<i>Batt Insulation</i>			1,994
	46.94 Labor hours			
	15.65 Equipment hours			
7.404	<i>Gutters</i>			
60	Gutters and downspouts - Sub	1.00	ls	1,750
	<i>Gutters</i>			1,750
7.821	<i>Fiberglas Shingles</i>			
10	Fiberglass Roof Shingles	22.00	sq	7,700
	<i>Fiberglas Shingles</i>			7,700
	44.00 Labor hours			
	14.67 Equipment hours			
7.835	<i>Roofing Felt</i>			
10	Roofing Felt	22.00	SQ	309
	<i>Roofing Felt</i>			309
	5.50 Labor hours			
	1.833 Equipment hours			
7.920 sub	<i>Caulking & Sealants</i>			
	Caulk & Sealants	1.00	lnft	1,100
	<i>Caulking & Sealants</i>			1,100
	THERMAL-MOIST PROTECTION			12,853
	96.44 Labor hours			
	32.15 Equipment hours			
8.000	DOORS & WINDOWS			
8.116 ----	<i>Wood Doors</i>			
	Wood Doors	9.00	each	13,050
	<i>Wood Doors</i>			13,050
8.610	<i>Wood Windows</i>			
10	Wood Windows	10.00	each	4,750
	<i>Wood Windows</i>			4,750
	40.00 Labor hours			
	20.00 Equipment hours			
	DOORS & WINDOWS			17,800
	40.00 Labor hours			
	20.00 Equipment hours			
9.000	FINISHES			

Item	Description	Takeoff Qty		Total	
					Amount
9.130	<i>Acoustical Ceilings</i>				
s-ls	Lump sum - subcontractor	967.00	ls		4,835
	<i>Acoustical Ceilings</i>				4,835
9.330	<i>Drywall Sub</i>				
sub	Drywall	3,330.00	sf		5,775
	<i>Drywall Sub</i>				5,775
9.700	<i>Ceramic/Marble</i>				
lsum	Lump Sum Ceramic Tile	200.00	ls		2,400
	<i>Ceramic/Marble</i>				2,400
9.860	<i>Resilient Tile & Carpet</i>				
----	Flooring Allowance	967.00	sub		4,835
	<i>Resilient Tile & Carpet</i>				4,835
9.950	<i>Paint Subcontractor</i>				
70	Paint Subcontract - Lump Sum	967.00	ls		3,385
	<i>Paint Subcontractor</i>				3,385
FINISHES					21,230
10.000	SPECIAL CONDITIONS				
10.160	<i>Toilet Partition</i>				
20	Toilet Partitions (Solid Plastic)	2.00	each		1,800
	<i>Toilet Partition</i>				1,800
	5.00 Labor hours				
	1.67 Equipment hours				
10.810	<i>Lump Sum Toilet Accessory</i>				
10	LS Toilet Access	16.00	each		1,200
	<i>Lump Sum Toilet Accessory</i>				1,200
	384.000 Labor hours				
	128.00 Equipment hours				
SPECIAL CONDITIONS					3,000
	389.000 Labor hours				
	129.67 Equipment hours				
15.000	MECHANICAL				
15.001	<i>Plumbing</i>				
10	Plumbing Subcontractor (fixture count)				15,400
	<i>Plumbing</i>				15,400
15.010	<i>HVAC</i>				
10	HVAC Subcontractor	1.00	sqft		11,604
	<i>HVAC</i>				11,604
15.300	<i>Sprinkler</i>				
05	Sprinkler System - Sub	1,452.00	sf		3,267
	<i>Sprinkler</i>				3,267
MECHANICAL					30,271
16.000	ELECTRICAL				
16.001	<i>Electrical</i>				
sub	Electrical	967.00	sqft		10,500

Item	Description	Takeoff Qty	Total Amount
	<i>Electrical</i>		10,500
16.175	<i>Install Fire Alarm System</i>		
10	Install Fire Alarm System	1.00 each	3,878
	<i>Install Fire Alarm System</i>		3,878
	2.00 Labor hours		
	ELECTRICAL		14,378
	2.00 Labor hours		
	New Building		148,317
	967.00 sf		
	821.030 Labor hours		
	588.093 Equipment hours		

Site Work

2.000 SITEWORK

2.002	<i>Site Demolition</i>		
----	Demo Existing Curb & Gutter	1.00 sub	3,200
	<i>Site Demolition</i>		3,200
2.003	<i>Site Grading</i>		
10	Site Grading - Sub	1.00 ls	7,500
	<i>Site Grading</i>		7,500
2.011	<i>Bulk Fill</i>		
10	Bulk Fill	1.00 ls	15,100
	<i>Bulk Fill</i>		15,100
	0.033 Labor hours		
	0.033 Equipment hours		
2.025	<i>Asphalt Paving</i>		
05	Asphalt Paving - Sub	356.00 sy	7,476
	<i>Asphalt Paving</i>		7,476
2.027	<i>Concrete Curb</i>		
20	Concrete Curb - Sub	460.43 lf	6,906
	<i>Concrete Curb</i>		6,906
2.036	<i>Parking Lines</i>		
Isum	Parking Lines	1.00 ls	1,100
	<i>Parking Lines</i>		1,100
2.040	<i>Site Utilities</i>		
10	Site Utilities - Water	1.00 ls	21,750
10	Site Utilities - Sewer	1.00 ls	6,000
	<i>Site Utilities</i>		27,750
2.112	<i>Site Furnishings</i>		
10	Site Furnishings - Bench	2.00 each	750
10	Trash Receptacles	1.00 each	500
10	Site Dedication Plaque	1.00 each	1,500
	<i>Site Furnishings</i>		2,750
2.115	<i>Termite Treatment</i>		
sub	Soil Poisoning	2,934.00 sqft	294

Item	Description	Takeoff Qty		Total Amount
	Termite Treatment			294
2.140	Landscaping			
sub	Landscaping & Irrigation	1.00	ls	15,500
	Landscaping			15,500
2.190	Site Concrete			
10	Site Walks	5,608.79	sf	28,885
20	Concrete Dumpster Pad	100.00	sf	750
	Site Concrete			29,635
2.195	Site Electrical			
----	Site Lighting	1.00	ls	10,000
----	Site Wiring	1.00	ls	9,500
	Site Electrical			19,500
	SITWORK			136,711
	0.033 Labor hours			
	0.033 Equipment hours			

10.000 SPECIAL CONDITIONS

10.350	Flagpoles			
10	Flagpoles	2.00	each	13,000
	Flagpoles			13,000
	6.000 Labor hours			
	2.00 Equipment hours			
	SPECIAL CONDITIONS			13,000
	6.000 Labor hours			
	2.00 Equipment hours			
	Site Work			149,711
	2,867.00 sf			
	6.033 Labor hours			
	2.033 Equipment hours			

Estimate Totals

Description	Amount	Totals	Hours	Rate			
	606,033	606,033					
Building Permits	3.636			0.420 %	T	1.268 /sf	0.42%
Builder's Risk Insurance	1.645			0.190 %	T	0.574 /sf	0.19%
General Conditions	70.000				L	24.416 /sf	8.09%
	75,281	681,314				237.640 /sf	8.70
Overhead	68.131			10.000 %			
	68,131	749,445				261.404 /sf	7.87
Profit	37.472			5.000 %			
Contingency	78.692			10.000 %	T	27.447 /sf	9.09%
Total		865,609					

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

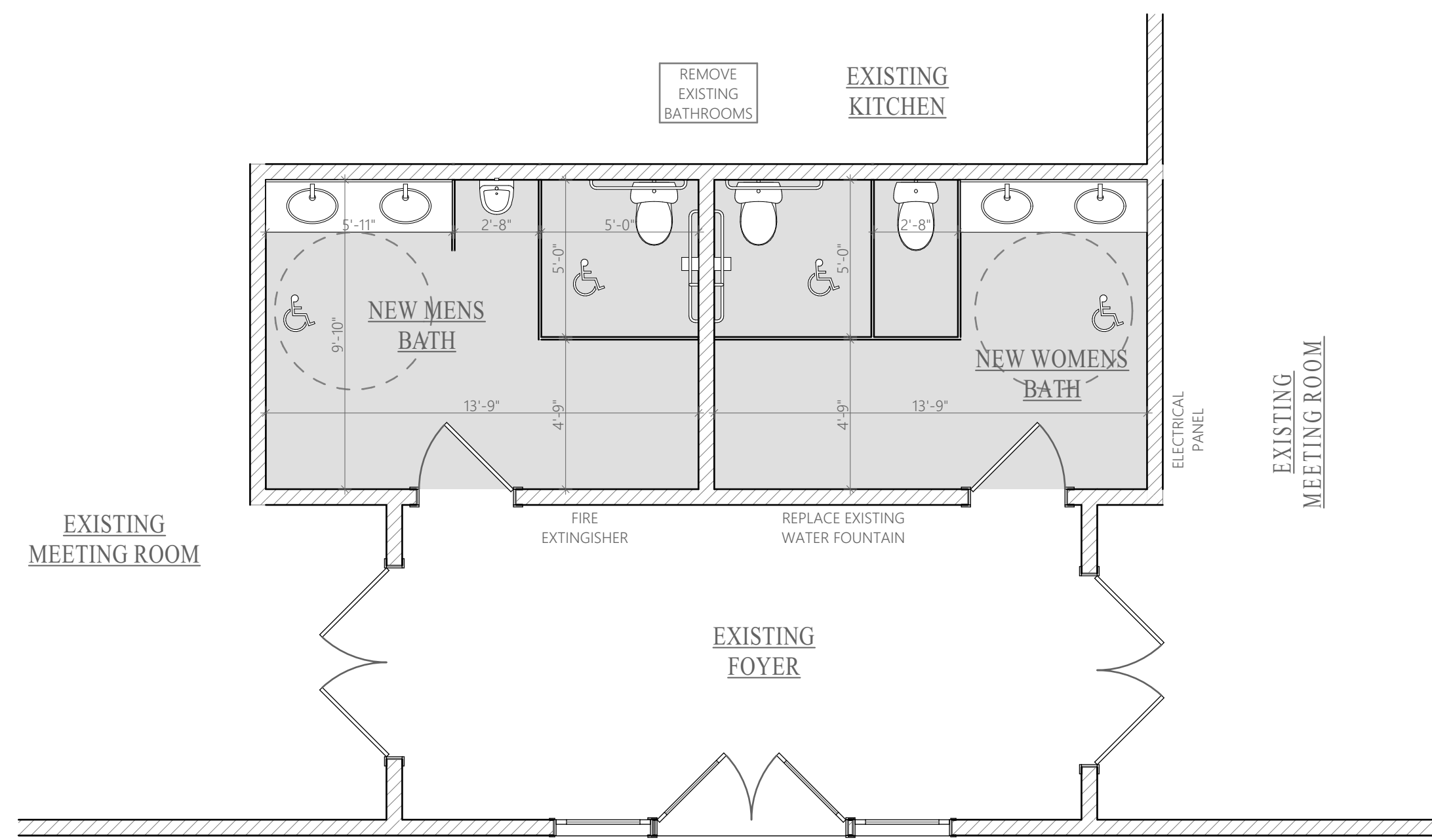
To: The Honorable Mayor and Board of Commissioners
From: Snow Bowden, Town Manager
Date: August 22, 2022
Subject: Erwin Community Building Bathrooms

We have received the proposed drawings to renovate the bathrooms in the Erwin Community Building. The proposed drawings show both the men's and women's bathrooms being expanded to be in compliance with the Americans with Disabilities Act. We are going to lose the storage space in one of the closets in the Erwin Community Building in order to expand both bathrooms. The storage closet is used by Harnett County at the moment (elder nutrition site). I have spoken with them about this and we are looking into other options. We are probably going to need to do some work on the existing sewer pipes here as well. We do not have to replace the water fountain but if we want a water fountain here it will need to be replaced.

*The plans are just a drawing at the moment. If we are in agreeance this is the direction we want to go we can get the actual drawings made.

Attachments:

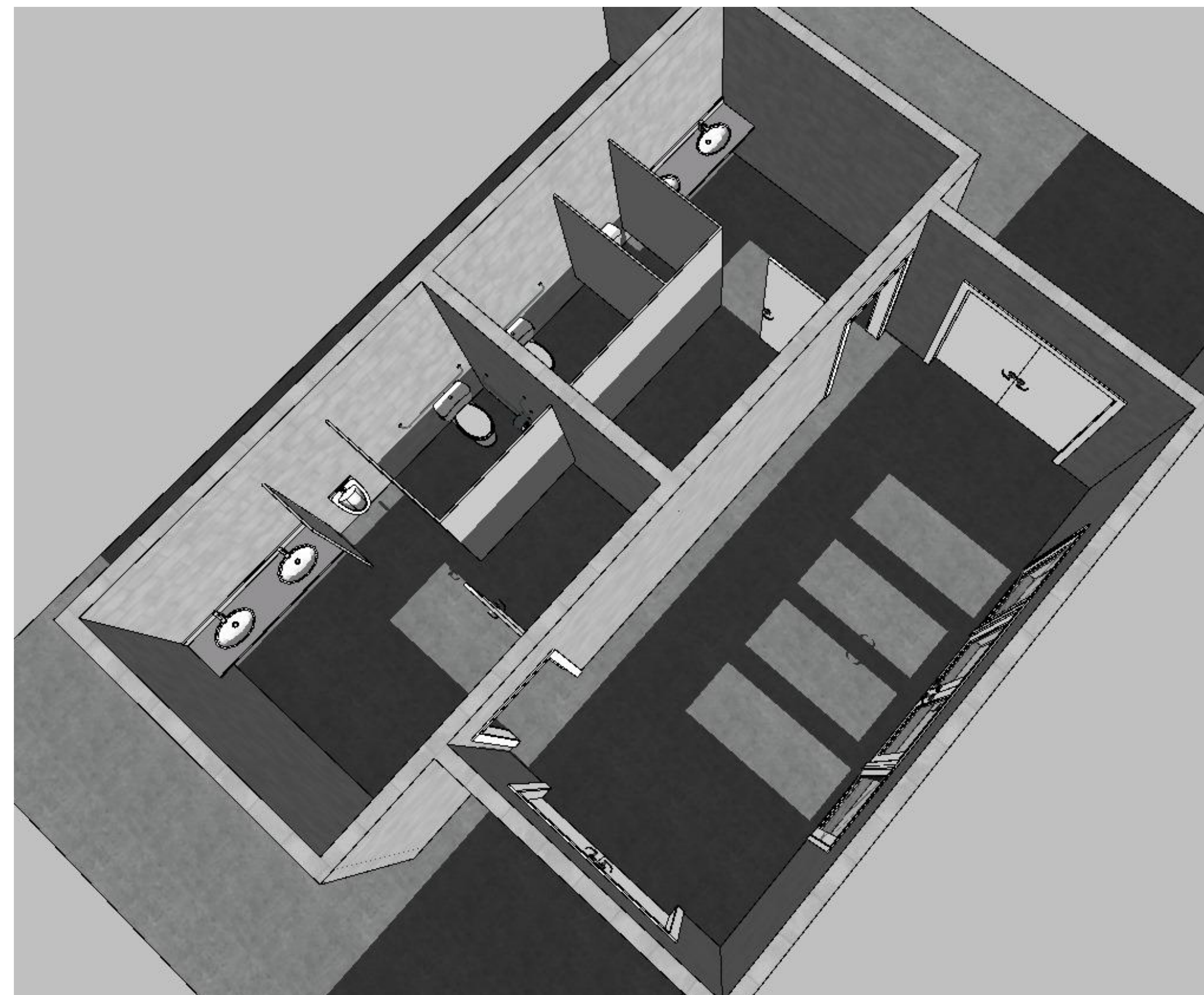
- Plans



FIRST FLOOR

SCALE: 1/4" = 1'-0"

FLOOR AREA:	
HEATED	314
REMODEL BATHROOM	314 ft ²



3D FLOOR

SCALE: 1:62.41

DATE: 7/20/22
 DRAWN BY: KM
 REVISION DATE: 7/20/2022

Ewin Community Bathroom Remodel

FLOOR PLAN

SHEET NO.

A1

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners
From: Snow Bowden, Town Manager
Date: August 22, 2022
Subject: Code of Ethics for Mayor and Board of Commissioners

After the recent election year, I think the Board should adopt the attached Code of Ethics provisions. Included in these provisions are a few N.C. General Statues, and other guidelines that should be followed. By adopting these provisions the Board can ensure the residents of the Town that their best interest are being followed.

Attachments:

- Code of Ethics

Action Recommended:

- Approve the Code of Ethics Provisions



TOWN OF ERWIN

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

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

Code of Ethics for the Board of Commissioners of the Town of Erwin, North Carolina Code 2022-2023--001

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

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

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

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

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

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

Adopted this the 22nd day of August 2022.

ATTEST:

Randy Baker
Mayor

Lauren Evans
Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners
From: Snow Bowden, Town Manager
Date: August 22, 2022
Subject: Library Lease

Town Staff has received a lease from Harnett County. The lease is for the space the library is located in. The lease also includes the staff training room which is/has primarily been used by the library for programming/other events.

Attachments:

- Lease

NORTH CAROLINA

LEASE AGREEMENT

HARNETT COUNTY

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

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

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

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

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

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

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

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

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

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

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

With copy to:

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

9. **Condition of Premises.** LESSOR warrants that the Premises will be in a condition that would be safe for the provision of LESSEE's activities. LESSEE shall be solely responsible for maintaining the Premises in a safe and secure condition at all times that LESSEE occupies the Premises. LESSEE has the right to perform a walkthrough of the Premises prior to leasing the Premises from the LESSOR. LESSOR shall repair items identified by LESSEE during the walkthrough within either thirty (30) or sixty (60) days of the execution of this Lease, as outlined in the Walkthrough Punchlist, hereby incorporated and attached as Exhibit B. Issues identified that compromise the safety of the Premises and/or persons shall be addressed immediately.

10. **Maintenance of the Premises.** LESSOR shall be responsible for the general maintenance of the Premises including, but not limited to: roof; flooring; stairs; HVAC; electrical; lighting fixtures, including ballasts and light bulbs; fire extinguishers; windows; pest control; plumbing; parking areas; landscaping; exterior and interior walls; sidewalks; and foundation. Repairs on maintenance to the above listed systems shall be performed as soon as practicable upon learning of an issue. LESSOR shall perform a monthly inspection of fire extinguishers, safety lighting, smoke detectors, evacuation signage, occupancy signage, and HVAC air filters. LESSOR shall be responsible for general janitorial duties of the shared spaces and any space not leased to the County in the Community Building.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE:

COUNTY OF HARNETT

Lewis W. Weatherspoon, Chairman
Harnett County Board of Commissioners

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

By: _____

Name: Kimberly Honeycutt

Title: County Finance Officer

LESSOR:

TOWN OF ERWIN

Randy L. Baker, Mayor

Town of Erwin

NORTH CAROLINA
COUNTY OF HARNETT

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

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

Notary Public

My Commission Expires: _____

NORTH CAROLINA
COUNTY OF HARNETT

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

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

Notary Public

My Commission Expires: _____

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners
From: Snow Bowden, Town Manager
Date: August 22, 2022
Subject: LED Sign Policy

The new LED sign for Town Hall will be getting here sooner than expected. We would like to have a policy in place before the sign is installed. The proposed policy states what can be advertised on the sign and what is not allowed to be on the sign. I feel like it is very important that we have these rules and restrictions from the start and we uphold them. Once we allow something to be advertised once on the sign it will be hard to limit it in the future.

Attachments:

- LED Sign Policy



TOWN OF ERWIN

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

TOWN OF ERWIN ELECTRONIC MESSAGE BOARD ADMIN PROCEDURE

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

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

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

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

1. Content Regulations:

A. Permitted Content:

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

B. Prohibited Content:

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

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners
From: Snow Bowden, Town Manager
Date: August 22, 2022
Subject: CPNI

A few years ago we hosted an economic development workshop with a group called CPNI and NC Growth. They would like to come back for a one-day workshop to discuss the steps we have taken and the goals that have been achieved. We have a tentative day scheduled on Thursday, September 22nd.

Attachments:

- MOU



The Construction Professionals Network Institute, Inc.

BUILT ASSET ASSISTANCE WORKSHOP

Memorandum of Understanding – Erwin, NC

August 1, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

- e. **Town will arrange for access to sites targeted for discussion.**
 - f. **Town must allocate the resources and support to complete the Program, including program coordination, hosting meetings, scheduling visits and exercises, assuring diversity community participation.**
 - g. **At least one member of the town management/administrative staff and at least one local elected official are requested to participate in the Program for its duration.**
- 8. Termination of the Relationship:** Both CPNI and the Town recognize that this is a volunteer effort by CPNI, and each agrees that the other may upon written notice terminate this relationship at any time for any reason in their absolute discretion without penalty or further obligation to the other. In the event the parties' relationship is ended, ownership and rights to work product generated by CPNI to that time will be as set forth above in paragraph 4.
- 9. Contacts:** Unless and until notified otherwise:
- a. The team leader and point of contact at CPNI for this program is:

Doug Burns, Email: dburns@sganwdesign.com; Phone: 704.319.5366
 - b. The contact person for the Town is:

Snow Bowden, Town Manager – Erwin Email: townmanager@erwin-nc.org
Phone: 910.591.4200
 - c. The contact person for DFI is:

Jessica Wilkerson, Economic Development Manager – NCGrowth - UNC-CH
Email: Jessica_Wilkinson@kenan-flagler.unc.edu Phone: 919.213.9716

Disclaimers and Exclusions:

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

10. Miscellaneous:

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

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

Construction Professionals Network Institute, Inc.

By: _____ (CORPORATE SEAL)
Julie McLaurin, CPNI Chair

Town of Erwin, NC _____

By: _____ (SEAL)
Snow Bowden, Town Manager – Erwin, NC

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners
From: Snow Bowden, Town Manager
Date: August 22, 2022
Subject: Proposed Text Amendment to our Code of Ordinances: Rural District (RD)

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

The Planning Board recommended this request for approval.

Attachments:

- Text amendment application
- Proposed text amendment

- 2T-2022-005 Change to text amendment



Town of Erwin
Zoning Text Amendment Application

Planning & Inspections Department
PO Box 459, 100 West F St, Erwin, 28339 · 910-897-5140 · Fax 910-897-5

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

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

Permitted Principal uses

7. Offices for business and professional purposes

Michael Keen
Donna Sawyer
Applicant's Name (Print)

Michael Keen
Donna Sawyer
Applicant's Signature (Sign)

8/21/2022
Date

Administrative Official's Comments and Additional Requirements:

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

permitted principal use on structure
Sec 36-78

7. Offices for business and professional purposes

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

Donna Sawyer
Applicant's Name (Print)

Donna Sawyer
Applicant's Signature (Sign)

8/21/2022
Date

300 Michael Keen

Michael Keen

8/21/2022

\$250 Ordinance Amendment Fee Must Accompany Application and Be Paid Prior to Scheduling for a consideration by Boards.

Fee Paid: 300	Date Paid: 8/21/22	Staff Initials: msj
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(Handwritten mark)

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners
From: Snow Bowden, Town Manager
Date: August 22, 2022
Subject: Proposed Text Amendments to Special Uses/Permitted Uses

At the joint workshop meeting between the Town Board and the Planning Board, one item that came up numerous times was the number of special use permits. The Planning Board recommended moving some items from special use to permitted use. They also recommended taking out the line requiring all operations be held within an enclosed building.

Attachments:

- Current permitted and special uses for each zoning district
- Proposed updates to permitted and special uses for each zoning district

Sec. 36-77. Intent.(Rural District)

This district is established to promote low-density residential and agricultural uses. The regulations of this district are intended to protect the agricultural sections of the community from an influx of uses likely to render them undesirable for farms and future development and to ensure that residential developments dependent on private wells and septic tanks will occur at sufficiently low densities to ensure a healthful environment.

(Code 1977, § 9-4024.1)

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

The following are permitted principal uses and structures:

- (1) Single-family dwellings.
- (2) Farms and agricultural uses for crop and livestock production. Note: A farm shall not be construed to include commercial poultry and swine production, cattle feed lots, and fur-bearing animals.
- (3) Family care home.
- (4) Religious uses, including churches and other places of worship, religious education buildings and parish houses.
- (5) Municipal facilities.
- (6) Manufactured Class A homes on individual lots.
- (7) *Public facilities (proposed addition)*
- (8) *Social uses, such as social halls, lodges, and headquarters of fraternal organizations, clubs, and similar activities (proposed addition)*
- (9) *Places of public assembly (proposed addition)*
- (10) *Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use (proposed addition)*

(Code 1977, § 9-4024.2; Ord. of 5-3-2001; Ord. of 11-6-2014)

Sec. 36-79. Permitted accessory uses and structures.

The following are permitted accessory uses and structures:

- (1) Any use or structure customarily incidental to a principal use or structure or to a conditional use for which a permit has been issued. (Refer to article XV of this chapter.)
- (2) Stands to sell agricultural products produced on premises, provided that sufficient off-street parking is provided off the right-of-way. (See Accessory uses—On-premises produce stands).

(Code 1977, § 9-4024.3; Ord. No. ZT-2013-003 , § 3(9-4024.3), 9-5-2013)

Sec. 36-114. Intent. (R-15)

This district is established as an area in which the principal use of land is for single-family residential purposes. The regulations of this district are intended to stabilize existing residential areas and promote low density, high quality residential areas.

(Code 1977, § 9-4025.1)

Sec. 36-115. Permitted uses and structures.

The following are permitted uses and structures:

- (1) Single-family dwellings.
- (2) Municipal facilities.
- (3) *Customary Home Occupation (proposed addition)*

(Code 1977, § 9-4025.2; Ord. of 5-3-2001)

Sec. 36-116. Permitted accessory uses and structures.

Permitted accessory uses and structures include any use or structure customarily incidental to a principal use or structure or to a conditional use for which, a permit has been issued. (See article XV of this chapter.)

(Code 1977, § 9-4025.3)

Sec. 36-143. Intent. (R-10)

The purpose of this district is to provide for proper development of neighborhoods with medium population densities comprised primarily of single-family dwellings.

(Code 1977, § 9-4026.1)

Sec. 36-144. Permitted uses and structures.

The following are permitted uses and structures:

- (1) Single-family dwellings.
- (2) Municipal facilities.
- (3) Religious uses, including churches and other places of worship, religious education buildings, and parish houses, but not including cemeteries.
- (4) Family care home.

- (5) *Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use. (proposed addition)*
- (6) *Customary Home Occupation* (proposed addition)
- (7) *Public facilities* (proposed addition)

(Code 1977, § 9-4026.2; Ord. of 5-3-2001)

Sec. 36-145. Permitted accessory uses and structures.

Permitted accessory uses and structures include any use or structure customarily incidental to a principal use or structure or to a conditional use for which a permit has been issued. (See article XV of this chapter.)

(Code 1977, § 9-4026.3)

Sec. 36-152. Intent. (Residential Mill Village RMV)

The purpose of this district is to provide for proper development of neighborhoods with medium population densities comprised primarily of single-family dwellings.

(Ord. No. 2016-2017:003 , 11-3-2016)

Sec. 36-153. Permitted uses and structures.

The following are permitted uses and structures:

- (1) Single-family dwellings.
- (2) Municipal facilities.
- (3) Religious uses, including churches and other places of worship, religious education buildings, and parish houses, but not including cemeteries.
- (4) Family care home.
- (5) *Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use. (proposed addition)*
- (6) *Customary home occupation* (proposed addition)
- (7) *Public facilities* (proposed addition)

(Ord. No. 2016-2017:003 , 11-3-2016)

Sec. 36-154. Permitted accessory uses and structures.

Permitted accessory uses and structures include any use or structure customarily incidental to a principal use or structure or to a conditional use for which a permit has been issued. (See article XV of this chapter.)

(Ord. No. 2016-2017:003 , 11-3-2016)

Sec. 36-171. Intent. (R-6)

The purpose of this district is to provide areas for a mixture of single-family and multifamily dwelling units.
(Code 1977, § 9-4027.1)

Sec. 36-172. Permitted principal uses and structures.

The following are permitted uses and structures:

- (1) Single-family dwelling units.
- (2) Religious uses, including churches and other places of worship, religious education buildings, and parish houses.
- (3) Family care home.
- (4) Municipal facilities.
- (5) *Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use (proposed addition)*
- (6) *Manufactured home, Class A (used but less than five years old as of date of zoning permit issuance). (proposed addition)*
- (7) *Customary home occupation (proposed addition)*
- (8) *Public facilities (proposed addition)*

(Code 1977, § 9-4027.2; Ord. of 5-3-2001; Ord. of 11-6-2014)

Sec. 36-173. Permitted accessory uses and structures.

Permitted accessory uses and structures include any use or structure customarily incidental to a principal use or structure or to a conditional use for which, a permit has been issued. (See article XV of this chapter.)
(Code 1977, § 9-4027.3)

Sec. 36-181. Intent. (Downtown Mill Village DMV)

The purpose of this district is to serve as a transition between residential and more intensive nonresidential districts as well as to encourage the redevelopment of existing or older neighborhoods characterized by single-family residences on relatively smaller lots and provide reduced setback requirements and a defined street orientation. This includes residential and commercial uses with a low noise and traffic impact which would generally be considered compatible with a residential area which may or may not have buffering requirements as documented in section 36-241 of this article.

(Ord. No. 2016-2017:002 , 10-6-2016)

Sec. 36-182. Permitted principal uses and structures.

The following are permitted uses and structures:

- (1) Single-family dwelling units.
- (2) Religious uses, including churches and other places of worship, religious education buildings, and parish houses.
- (3) Family care home.
- (4) Municipal facilities.
- (5) Offices for business and professional uses.
- (6) Park, public.
- (7) Restaurant ~~whose operation is conducted entirely within an enclosed building, no drive-up window or service.~~
- (8) Athletic and exercise facilities ~~whose operation is conducted entirely within an enclosed building.~~
- (9) *Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use (proposed addition)*
- (10) *Customary home occupation (proposed addition)*
- (11) *Public facilities (proposed addition)*
- (12) *Tavern/bar/pub (proposed addition)*
- (13) *Entertainment facilities (proposed addition)*

(Ord. No. 2016-2017:002 , 10-6-2016)

Sec. 36-183. Permitted accessory uses and structures.

Permitted accessory uses and structures include any use or structure customarily incidental to a principal use or structure or to a conditional use for which a permit has been issued. (See article XV of this chapter.)

(Ord. No. 2016-2017:002 , 10-6-2016)

Sec. 36-197. Intent. (Central Business CB)

This district is established to protect and promote the centrally located trade and commercial service center of the community.

(Code 1977, § 9-4028.1)

Sec. 36-198. Permitted principal uses and structures.

The following are permitted principal uses and structures:

- (1) Retail shops and stores and service establishments ~~whose operation is conducted entirely within an enclosed building.~~
- (2) Offices for business and professional purposes.
- (3) Social uses, such as social halls, lodges, headquarters of fraternal organizations, clubs, and similar activities.

- (4) Trades and similar enterprises catering to households and business establishments, provided that all materials are stored and operations take place within an enclosed building.
- (5) Motels, hotels, bed and breakfast, boardinghouses and roominghouses, and other similar establishments.
- (6) Religious uses, including churches and other places of worship, religious education buildings, and parish houses.
- (7) Family care home.
- (8) Municipal facilities.
- (9) Mobile food vendors.
- (10) *Public facilities (proposed addition)*
- (11) *Convenience store (proposed addition)*
- (12) *Multi-family dwellings (on upper floors of commercial buildings) (proposed addition)*

(Code 1977, § 9-4028.2; Ord. of 5-3-2001; ZT-2013-005 , § 2, 10-3-2013)

Sec. 36-199. Permitted accessory uses and structures.

The following are permitted accessory uses and structures:

- (1) Any use or structure customarily incidental to a principal use or structure or to a conditional use for which a permit has been issued. (Refer to article XV of this chapter.)
- (2) Commercial signs customarily incidental to a business establishment subject to the provisions of article XIX of this chapter.

(Code 1977, § 9-4028.3)

Sec. 36-236. Intent. (Neighborhood Business B-1)

This district is established to promote and protect small commercial and service uses providing convenience type goods to surrounding residential districts.

(Code 1977, § 9-4029.1)

Sec. 36-237. Permitted principal uses and structures.

The following are permitted principal uses and structures:

- (1) Small retail stores and shops and service establishments whose operation is conducted entirely within an enclosed building.
- (2) Offices for business and professional purposes.
- (3) Principal uses permitted in the R-6 district, with the exception of Class A manufactured homes.

- (4) Family care home.
- (5) Public facilities.
- (6) Bed and breakfast.
- (7) Mobile food vendors.
- (8) *Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use. (proposed addition)*
- (9) *Customary home occupation (proposed addition)*

(Code 1977, § 9-4029.2; ZT-2013-005 , § 2, 10-3-2013)

Sec. 36-238. Permitted accessory uses and structures.

The following are permitted accessory uses and structures:

- (1) Any use or structure customarily incidental to a principal use or structure or to a conditional use for which a permit has been issued.)
- (2) Commercial signs customarily incidental to a business establishment subject to the provisions of article XIX of this chapter.

(Code 1977, § 9-4029.3)

Sec. 36-271. Intent. (Highway Business B-2)

It is the purpose of this district to accommodate a wide variety of large commercial, wholesale, and retail businesses.

(Code 1977, § 9-4030.1)

Sec. 36-272. Permitted principal uses and structures.

The following are permitted uses and structures:

- (1) Retail shops and stores and service establishments whose operation is conducted entirely within an enclosed building.
- (2) Offices for business and professional purposes.
- (3) Social uses, such as social halls, lodges, fraternal organizations, clubs, and similar activities.
- (4) Trades and similar enterprises catering to household and business establishments.
- (5) Motels, hotels, bed and breakfasts, boardinghouses and roominghouses, and other similar establishments.
- (6) Religious uses, including churches and other places of worship, religious education buildings, and parish houses.
- (7) Family care home.
- (8) Municipal facilities.
- (9) Mobile food vendors.

- (10) *Convenience store (proposed addition)*
- (11) *Vehicular services (proposed addition)*
- (12) *Vehicular sales and rental (proposed addition)*
- (13) *Public facilities (proposed addition)*
- (14) *Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of other day care center, day nursery, preschool, or similar use (proposed addition)*

(Code 1977, § 9-4030.2; Ord. of 5-3-2001; ZT-2013-005 , § 2, 10-3-2013)

Sec. 36-273. Permitted accessory uses and structures.

The following are permitted accessory uses and structures:

- (1) Any use or structure customarily incidental to a principal use or structure or to a conditional use for which a permit has been issued. (See article XV of this chapter.)
- (2) Commercial signs customarily incidental to a business establishment subject to the provisions of article XIX of this chapter.

(Code 1977, § 9-4030.3)

Sec. 36-309. Intent. (Industrial M-1)

This district is established to protect and promote suitable locations for wholesaling, manufacturing and processing industries.

(Code 1977, § 9-4031.1)

Sec. 36-310. Permitted principal uses and structures.

The following are permitted principal uses and structures:

- (1) Manufacturing, assembling and processing industries.
- (2) Wholesale, warehouse, and transfer activities.
- (3) Farms and agricultural uses.
- (4) Vehicular services.
- (5) Family care home.
- (6) Convenience store.
- (7) Municipal facilities.

- (8) Offices for business and professional purposes.
- (9) Mobile food vendors.
- (10) Athletic and exercise facilities, indoor and instructional.

(Code 1977, § 9-4031.2; Ord. of 5-3-2012; ZT-2013-005 , § 2, 10-3-2013; Ord. No. 2013-2014:006, § 2, 1-9-2014; Ord. of 11-20-2014)

Sec. 36-311. Permitted accessory uses and structures.

The following are permitted accessory uses and structures:

- (1) Any use or structure customarily incidental to a principal use or structure or to a conditional use for which a permit has been issued. (See article XV of this chapter.)
- (2) Commercial signs customarily incidental to a business establishment subject to the provisions of article XIX of this chapter, except industrial sites that are 50 acres or greater than the provisions set forth in section 36-549(6), special provisions for certain signs.
- (3) Wholesale and warehouse activities may include retail showroom, display, or sales area as an accessory use.

(Code 1977, § 9-4031.3; Ord. No. 2013-2014:004, § 2, 1-9-2014)

Sec. 36-340. Intent. (Conservation District)

This district is established to encourage the preservation of natural areas that are unsuitable for development due to severe soil limitations, flooding, or unique natural resources.

(Code 1977, § 9-4032.1)

Sec. 36-341. Permitted principal uses and structures.

The following are permitted principal uses and structures:

- (1) Farms and agricultural uses for crop and livestock production.
- (2) Parks and recreational activity.
- (3) Nature preserves.
- (4) Municipal facilities.

(Code 1977, § 9-4032.2; Ord. of 5-3-2001)

Sec. 36-342. Permitted accessory uses and structures.

Permitted accessory uses and structures include any use or structure customarily incidental to a principal use or structure or to a conditional use for which, a permit has been issued. (See article XV of this chapter.)

(Code 1977, § 9-4032.3)

Sec. 36-80. Special uses. (Rural District)

The following are conditional uses:

- ~~(1) Public facilities. — MOVE TO PERMITTED~~
- ~~(2) Social uses, such as social halls, lodges, and headquarters of fraternal organizations, clubs, and similar activities. — MOVE TO PERMITTED~~
- (3) Cemeteries.
- (4) Animal medical care.
- ~~(5) Places of public assembly. MOVE TO PERMITTED~~
- (6) Fairground and carnival activities.
- ~~(7) Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use. — MOVE TO PERMITTED~~
- ~~(8) Customary home occupations. — MOVE TO PERMITTED~~
- (9) Equine stables (private or commercial use).
- (10) Mining activities.
- (11) Storage building (The intention of this proposed use is to allow property owners that have existing buildings that are a primary use on this lot to lease them for storage).

(Code 1977, § 9-4024.4; Ord. of 5-3-2001; Ord. of 11-6-2014; Ord. No. 2015-2016:004 , § 2, 8-6-2015; Ord. No. 2018-2019-006 , 5-2-2019; Res. No. 2021-2022-001 , 7-1-2021)

Sec. 36-117. Special uses and structures. (R-15)

The following are conditional uses and structures:

- ~~(1) Customary home occupations. MOVE TO PERMITTED~~
- (2) ~~Equine stables (private or commercial use).~~ Possibly needs to be removed. Horses are not allowed inside our Town Limits.

(Code 1977, § 9-4025.4; Res. No. 2021-2022-001 , 7-1-2021)

Sec. 36-146. Special uses. (R-10)

The following are conditional uses:

- ~~(1) Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use. MOVE TO PERMITTED~~
- (2) Planned unit development.
- (3) Condominiums and townhouse development.
- (4) Nursing homes.
- (5) Clubs or lodges.
- ~~(6) Customary home occupations. MOVE TO PERMITTED~~
- ~~(7) Public facilities. MOVE TO PERMITTED~~

(Code 1977, § 9-4026.4; Ord. of 5-3-2001; Res. No. 2021-2022-001 , 7-1-2021)

Sec. 36-155. Special uses. (Residential Mill Village)

The following are conditional uses:

- ~~(1) Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use. MOVE TO PERMITTED~~
- (2) Planned unit development.
- (3) Condominiums and townhouse development.
- (4) Nursing homes.
- (5) Clubs or lodges.
- ~~(6) Customary home occupations. MOVE TO PERMITTED~~
- ~~(7) Public facilities. MOVE TO PERMITTED~~

(Ord. No. 2016-2017:003 , 11-3-2016; Res. No. 2021-2022-001 , 7-1-2021)

Sec. 36-174. Special uses. (R-6)

The following are conditional uses:

- ~~(1) Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use. MOVE TO PERMITTED~~
- (2) Planned unit developments.
- (3) Condominium and townhouse developments.
- (4) Two-family dwelling.
- (5) Multifamily dwelling.
- ~~(6) Customary home occupations. MOVE TO PERMITTED~~
- ~~(7) Manufactured home, Class A (used but less than five years old as of date of zoning permit issuance). MOVE TO PERMITTED~~
- ~~(8) Public facilities. MOVE TO PERMITTED~~

(Code 1977, § 9-4027.4; Ord. of 5-3-2001; Res. No. 2021-2022-001 , 7-1-2021)

Sec. 36-184. Special uses. (Downtown Mill Village)

The following are conditional uses:

- ~~(1) Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use. MOVE TO PERMITTED~~
- (2) Bed and breakfast.
- ~~(3) Customary home occupations. MOVE TO PERMITTED~~
- ~~(4) Public facilities. MOVE TO PERMITTED~~
- ~~(5) Tavern/bar/pub whose operation is conducted entirely within an enclosed building.~~
- (6) Mixed uses whose operation is conducted entirely within an enclosed building.
- (7) Two-family dwelling.
- (8) Multifamily dwelling, apartments or condominiums.
- (9) Mixed uses in a single structure, minimum first floor 50 percent retail or offices for business or professional uses, whose operation is conducted entirely within an enclosed building.
- (10) Townhouses.
- (11) Multifamily dwellings, upper floors of commercial buildings—mixed uses.
- (12) Mixed uses commercial and/or office building.
- ~~(13) Entertainment facilities whose operation is conducted entirely within an enclosed building.~~
- ~~(14) Personal service establishments whose operation is conducted entirely within an enclosed building.~~

(Ord. No. 2016-2017:002 , 10-6-2016; Res. No. 2021-2022-001 , 7-1-2021)

Sec. 36-200. Special uses. (Central Business)

The following are conditional uses:

- (1) Vehicular services.
- ~~(2) Convenience store. MOVE TO PERMITTED~~
- ~~(3) Multifamily dwellings (on upper floors of commercial buildings).~~
- ~~(4) Public facilities. MOVE TO PERMITTED~~
- (5) Vehicular sales and rentals:
 - a. ~~Minimum lot size shall be 0.5 acre.~~
 - b. ~~Outdoor loudspeakers or audio system shall not be utilized. (Does not include special events.)~~
 - c. ~~Balloons, signs, or other items shall not be attached to vehicles and prohibited from being displayed outside the building.~~
 - d. ~~Portable signs shall be prohibited.~~
 - e. ~~Signs. See article XIX of this chapter.~~

(Code 1977, § 9-4028.4; Ord. of 5-3-2001; Ord. of 7-23-2009; Ord. of 11-20-2014; Res. No. 2021-2022-001 , 7-1-2021)

Sec. 36-239. Special uses. (Neighborhood Business B-1)

The following are conditional uses:

- (1) ~~Vehicular services.~~
- (2) ~~Convenience store.~~
- ~~(3) Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300 foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use. MOVE TO PERMITTED~~
- ~~(4) Customary home occupations. MOVE TO PERMITTED~~

(Code 1977, § 9-4029.4; Ord. of 11-20-2014; Res. No. 2021-2022-001 , 7-1-2021)

Sec. 36-274. Special uses. (Highway Business B-2)

The following are conditional uses:

- ~~(1) Convenience store. MOVE TO PERMITTED~~
- (2) Outdoor storage of vehicles, or equipment or material. See section 36-276.
- ~~(3) Vehicular services. MOVE TO PERMITTED~~
- ~~(4) Public facilities. MOVE TO PERMITTED~~
- (5) Private recreation facilities for profit.
- (6) Electronic gaming operations.
- ~~(7) Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of other day care center, day nursery, preschool, or similar use. MOVE TO PERMITTED~~
- ~~(8) Vehicular sales and rental. MOVE TO PERMITTED~~

(Code 1977, § 9-4030.4; Ord. of 5-3-2001; Ord. of 9-6-2012; Ord. No. 2013-2014:003, 1-9-2014; Ord. of 11-20-2014; Res. No. 2021-2022-001 , 7-1-2021)

Sec. 36-312. Special uses. (Industrial District M-1)

The following are special uses:

- (1) Junkyards and auto salvage yards. (Refer to section 36-424.)
- (2) Billboards and outdoor advertising signs. (Refer to article XIX of this chapter.)
- (3) Body piercing establishments. Body piercing establishments may not be located within 300 feet of another body piercing establishment, tattoo parlor/establishment or an adult entertainment establishment.
- (4) Tattoo parlor/establishment. Tattoo parlors/establishments may not be located within 300 feet of another tattoo parlor/establishment, body piercing establishment or an adult entertainment establishment.
- (5) Flea markets/rummage sales (see definition) that are enclosed completely within a building.
- (6) Adult entertainment establishments. No adult entertainment establishment shall be located within 1,000 feet of another adult entertainment establishment. No adult entertainment establishment shall be located within 1,000 feet of any property zoned for residential use or any church or school. No adult entertainment establishment shall be located within 300 feet of a tattoo parlor/establishment or body-piercing establishment. Note: All measurements for the preceding distances shall be measured from the property lines of the lots of said uses as shown on a current survey or where a current survey is not available, as shown on the county official tax maps.
- (7) Tower (collocation alternatives shall be encouraged as well as the use of existing structures for antennae placement).
- (8) Outdoor storage (see definition), provided that in the interest of safety to children and adjacent property, outdoor storage areas shall be encompassed by a wall, at least six feet high, or a fence and buffer strip approved by the planning board.
- (9) Public facilities.
- (10) Electronic gaming operations within M-1 and B-2 Zoning District.

(Code 1977, § 9-4031.4; Ord. of 5-3-2001; Ord. of 3-11-2010; Ord. of 9-6-2012; Res. No. 2021-2022-001 , 7-1-2021)

Sec. 36-343. Special uses (Reserved). (Conservation District)

(Code 1977, § 9-4032.4; Ord. of 5-3-2001; Res. No. 2021-2022-001 , 7-1-2021)