

**THE ERWIN BOARD OF COMMISSIONERS  
SEPTEMBER 2022 REGULAR WORKSHOP  
MONDAY, SEPTEMBER 26, 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. **NEW BUSINESS**
  - A. CERRI **(Page 2)**
  - B. Cloud Wyze **(Page 74)**
  - C. East Erwin Drainage Project Resolution **(Page 84)**
  - D. Comprehensive Land Use Plan **(Page 87)**
  - E. Pavement Condition Study **(Page 113)**
  - F. Animal Services **(Page 124)**
  - G. Erwin Depot Grant **(Page 177)**
  - H. Resolution of Awarding Badge and Service Sidearm to Charles Ryals **(Page 179)**
  
4. **ADJOURNMENT**

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 26, 2022

Subject: CERRI

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Bruce Naegelen from the North Carolina Department of Commerce is here to present the CERRI report. I am very happy with the information that has been included in this report. There are some minor goals and major goals for us to work towards to improve the quality of life for our residents and business owners.

Attachments:

- CERRI report



**Town of Erwin  
Community Economic Recovery & Resiliency Initiative  
CERRI 2022  
Adopted:**

## **APPENDIX**

- Appendix 1: Town of Erwin Economic Diversity Report
- Appendix 2: Survey: Local Government Business Support
- Appendix 3: Survey: Small Business Survey Results Summary
- Appendix 4: Meeting Agendas



FRONT PORCH FRIENDS

**Town of Erwin**  
**Community Economic Recovery & Resiliency Initiative**  
CERRI 2022

**Appendix 1: Town of Erwin Economic Diversity Report**





# *Erwin Community Economic Recovery & Resiliency Initiative*

**FINAL DRAFT September 26, 2022**



## **ERWIN ECONOMIC DIVERSITY REPORT 2022**

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# Town of Erwin

## Economic Resilience Assessment and Diversity Report

Prepared by the NC Main Street & Rural Planning Center

### Introduction

The NC Main Street & Rural Planning Center's Rural Planning Program (RPP) has developed the Community Economic Recovery and Resiliency Initiative (CERRI) to help local governments recover from the economic impacts of the coronavirus (COVID-19) pandemic and build local economies that are more resilient to future crises.

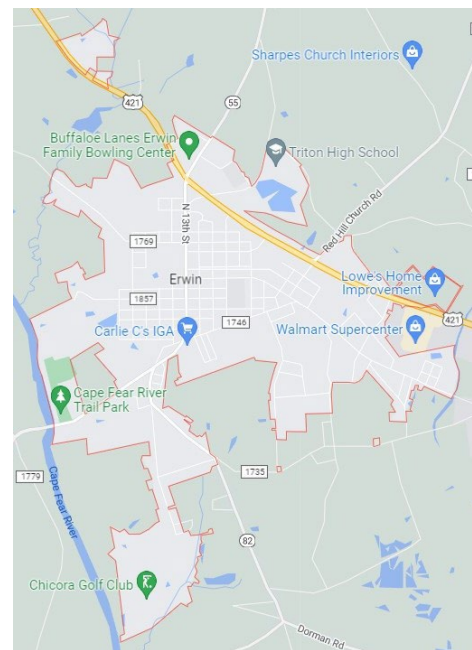
This initiative enables communities to address COVID-19 impacts by supporting affected businesses and communities, provide technical assistance to retain existing and hire new employees, provide a range of skills-training and workforce development projects to help employees compete for high-quality jobs, and develop and implement strategies to diversify regional economies to create jobs in new or existing industries.

The *Economic Resilience Assessment and Diversity Report*, a service developed as part of the CERRI, will help each participating community understand the structure of its local economy and factors in its resilience.

This service is provided by RPP and may lead to a local cluster analysis. The service may also define the need for further or outside assistance with cluster or value chain analysis, targeted market studies, talent development, economic gardening, development of the entrepreneurial ecosystem, and other program development plans as supported by the CERRI. The report can be used to inform a strategic planning process and state and federal grant opportunities as well.

There are several scale issues and data limitations with studying Erwin's business climate. Some variables are available at the town or place level, others at the zip code level, and then other variables only available at the county level. The unit of government (town, zip code, or county) will be specified with each data variable.

The following analysis and data represent a detailed look at what drives Erwin and Harnett County's work force and economy. For further analysis into the different types of data used, consult the source page at the end of this report.



## Summary Demographics

### Location

The Town of Erwin is in the southeast portion of Harnett County approximately 20 miles north of Fayetteville. US Route 421 runs through the eastern boundary of town, leading south 5 miles to intersect with I-95 in the Town of Dunn and 6 miles north to the Town of Buies Creek and Campbell University. The Cape Fear River bounds the western side of town. According to the U.S. Census Bureau, the Town of Erwin has a total area of 4.23 square miles. The entirety of the town is located within the 28339-zip code.

### Population

The U.S. Census Bureau 2020 certified population for the Town of Erwin 4,551 with projected growth (2.8%) to 4,851 by 2026.

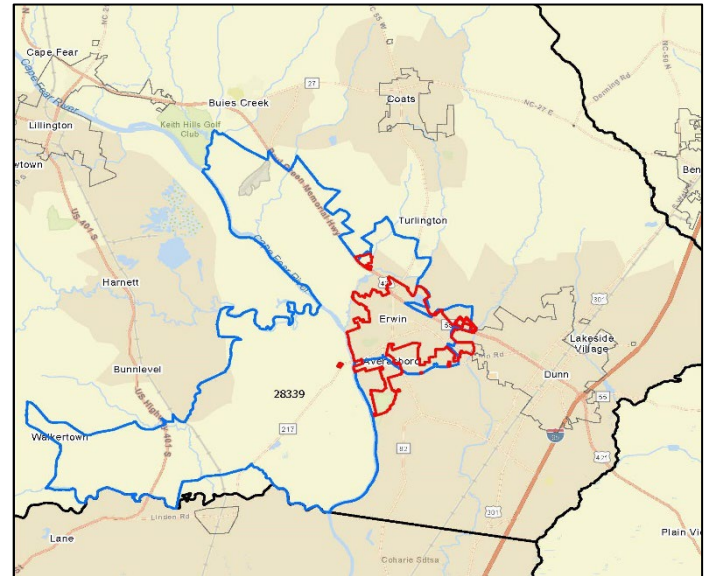


Figure 1: Map showing town limit and zip code 28339

### Age

Zip code level data shows that the number of Millennials living in the 28339 area are just under the national average for a community of its size. The number of individuals close to retirement in the same area are just above the national average which poses a slight risk to population growth and the local workforce. The median age in the Town of Erwin limits is 43.1 years.

### Race

Racial diversity in the Town of Erwin is increasing and is expected to continue over the next five years.

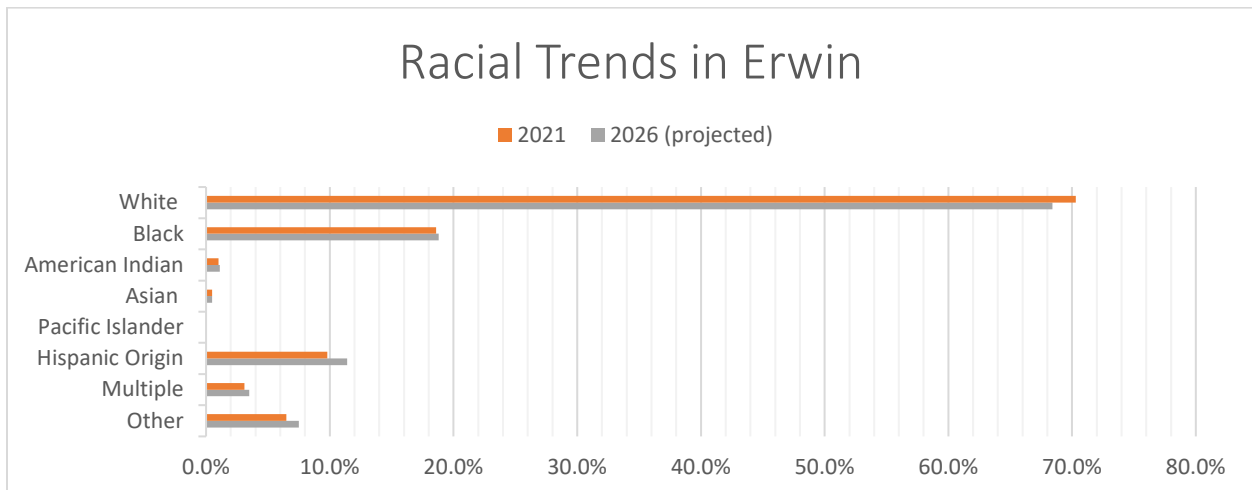


Figure 3: ESRI (Town Limits)

## Education

Almost a quarter, 22%, of working age adults in Erwin have achieved some college education with another 12% having achieved a bachelor's degree or higher. These figures are lower than the Harnett County numbers of 24% and 23% respectively. Additionally, 39% of working age adults in Erwin have received a high school diploma or equivalent compared to 30% of Harnett County residents. Only 6% of Erwin residents have less than a high school diploma while that number for the County is 4%.

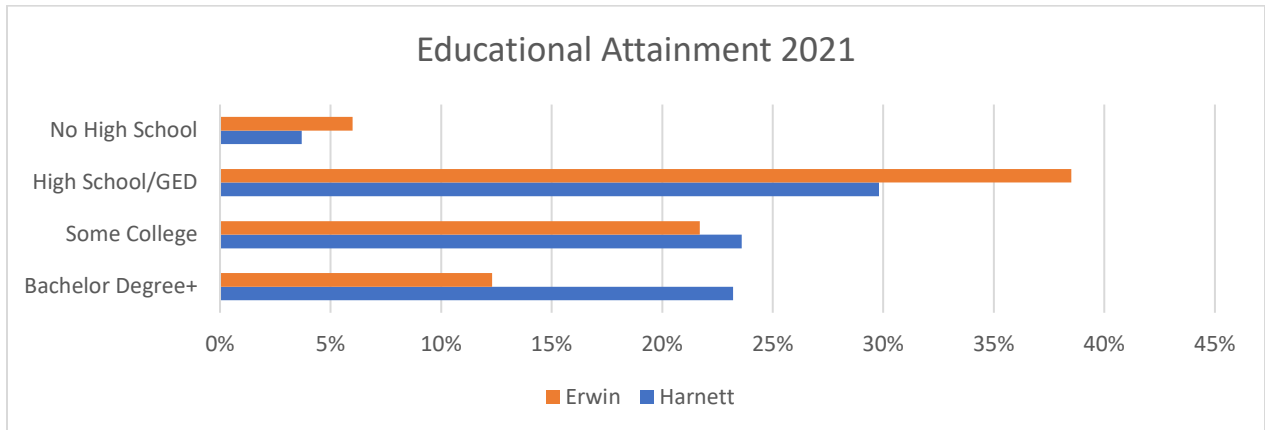


Figure 4: ESRI (Town Limits)

Triton High School (9-12) is in Erwin. Central Carolina Community College main campus is in the Town of Lillington, about 12 miles from Erwin, with an Early College campus in Dunn, about 5 miles from Erwin. In addition, Campbell University, a private school, is located about 7 miles from Erwin.

## Economic Summary

Analysis of various current data sources yields interesting findings about the Town of Erwin and Harnett County economies and their positions in the regional economy. Key takeaways from this analysis indicate the following:

- Income levels in the town are somewhat lower than county and state averages.
- From 2016 to 2021, jobs increased by 9.7% in Harnett County from 28,712 to 31,485. This change outpaced the national growth rate of 0.7% by 9.0%. As the number of jobs increased, the labor force participation rate decreased from 54.3% to 52.6% between 2016 and 2021.
- Harnett County, NC had a March 2022 unemployment rate of 3.90%, decreasing from 5.11% 5 years before. Unemployment rates in Harnett County are in line with state and national figures. The COVID-19 pandemic has had a significant impact on unemployment numbers across the nation, but the county appears to be rebounding on pace with other areas.
- Fewer people entered the town to work than leave it (a net flow of -644 workers). That's according to the latest data from 2019 which was pre-Covid 19.

- A little more than 27% (190 jobs) of the five largest employers in the community are schools, (Triton High School and Gentry Primary School). Walmart Supercenter (technically in Dunn), Lowes Home Improvement, and Southeastern Interiors comprise the other 73% of jobs. (500 jobs).
- The top three industries in Erwin, in 2021, are Education and Hospitals (Local Government), Grocery Stores, and Local Government, Excluding Education and Hospitals.
- The top growing industries over the past 5 years are:
  - Transportation & Warehousing (59% growth)
  - Other Services (except Public Administration) (29% growth)
  - Retail Trade (10% growth)

## Economic Data

### Income

Household income and per capita levels in Erwin are somewhat lower than state and national figures.

Town of Erwin Comparison with State and National (2021)			
	Erwin	North Carolina	United States
Population	4,357	10,822,111	331,449,281
Households	1,794	4,251,028	122,354,219
Median Household Income	\$38,499	56,585	\$64,994
Average Household Income	\$50,137	\$80,263	\$67,521
Per Capita Income	\$20,320	\$31,659	\$35,384

Figure 5: ESRI (Town Limits) & 2020 American Community Survey 5-Year Estimates

### Labor Force

An analysis of Harnett County's labor force for December 2021 indicates that there are 100,697 people in the labor force. In March 2022, there was a participation rate of 53.16%, compared to North Carolina's labor force participation rate of 59.1%, and a national participation rate of 62.4% over the same period.

Harnett County Labor Force Breakdown (2021)	
Level	Population
Population	138,856
Total Working Age Population	100,697
Not in Labor Force (16+)	47,771
Labor Force	52,926
Employed	51,013
Unemployed	1,913
Under 15	38,159

Figure 6: EMSI (County)

Local labor force participation in the Harnett County has seen a slight increase since the onset of the COVID-19 pandemic. In 2017, the participation rate was at a 5 year high of 54.80% before dropping by almost 3% in 2020. Since that time, it has been on a steady incline and had rebounded to 53.18% as of March 2022.

Harnett County Labor Force Participation Rate (2017-2022)	
Timeframe	Labor Force Participation Rate
2017	54.80%
2018	53.88%
2019	53.91%
2020	51.98%
2021	52.58%
January 2022	52.12%
February 2022	52.74%
March 2022	53.16%

Figure 7: EMSI (County)

**Educational Attainment**

Educational attainment is highly correlated with measures of regional economic prosperity. Rural counties with the lowest levels of educational attainment face higher poverty, child poverty, unemployment, and population loss than other rural counties. In addition to higher poverty rates, rural counties with low levels of educational attainment tend to have high unemployment rates.

Education attainment for Erwin’s residents with a bachelor’s degree or higher (12.3%) is less than the state (32%) and national (32.9%) rates. Low-Education counties are usually defined as those where 20% or more of adults aged 25 to 64 do not have a high school diploma or equivalent. Erwin does not fall into this category as only 15.3% of the population has less than a high school diploma or equivalent.

Harnett Educational Attainment	
	% of Population
No High School Diploma	15.3 %
High School Graduate	31.6 %
Some College	21.7%
Bachelor’s Degree or Higher	12.3%

Figure 8: ESRI (Town Limit)

**Unemployment**

Unemployment rates in Harnett County were 3.90% in March 2022, compared to North Carolina’s rate of 3.6% and the national rate of 3.8%. Table 5 indicates that the county unemployment rate from 2017 through 2019 was decreasing by 0.35%-0.56% respectively in 2018 and 2019 but increased by 2.74% in 2020, likely due to the COVID-19 pandemic protection measures. By March 2022 the rate was steadily declining and was 0.65 percentage points lower than the unemployment rate in 2019.

**Harnett County Unemployment Rate Trends (2017-2022)**

Timeframe	Unemployment Rate
2017	5.11%
2018	4.76%
2019	4.55%
2020	7.29%
2021	5.29%
January 2022	4.19%
February 2022	4.07%
March 2021	3.90%

Figure 2: EMSI, AccessNC (County)

## Housing

The availability of housing options in a community is crucial for economic growth. In 2021 there were 2,208 total housing units in the town. Almost 90% of all units were occupied with the majority of those being owner occupied. There were about 245 vacant housing units in the town.

Town of Erwin Housing Units by Occupancy (2021)		
Occupancy Status & Tenure	Number	Percent
Total Housing Units	2,208	100%
Owner	1,309	59.3%
Renter	653	29.6%
Vacant	245	11.1%

Figure 10: ESRI (Town Limit)

Most of the owner-occupied housing units in Erwin were valued at under \$200,000. This speaks to the relative affordability of housing in a community with an average household income of \$50,137.

Town of Erwin Owner Occupied Housing Units by Value (2021)		
Value	Number	Percent
<\$50,000	135	10.3%
\$50,000-\$99,999	496	37.9%
\$100,000-\$149,999	262	20.0%
\$150,000-\$199,999	204	15.6%
\$200,000-\$249,999	102	7.8%
\$250,000-\$299,999	56	4.3%
\$300,000-\$399,999	47	3.6%
\$400,000-\$499,999	4	0.3%
\$500,000-\$749,999	2	0.2%
\$750,000-\$999,999	2	0.2%

Figure 11: AccessNC (Town Limit)



## Largest Industries

The labor force of the 28339-zip code is employed in the following North American Industry Classification System (NAICS) sectors. The three largest employment industries in the area include *Government*, *Retail Trade*, and *Health Care and Social Assistance*. These three largest industries account for 1,029 jobs in the area, or 65% of the local jobs.

Zip Code 28339 Largest Industries (2021)				
Industry	2016 Jobs	2021 Jobs	% Change in Jobs	2021 Earnings Per Worker
Government	528	510	-4%	\$67,873
Retail Trade	328	360	10%	\$37,284
Health Care & Social Assistance	155	159	3%	\$57,658
Other Services (except Public Administration)	121	156	29%	\$28,494
Construction	147	129	-12%	\$46,079
Transportation and Warehousing	58	93	59%	\$53,066
Accommodations and Food Service	38	49	29%	\$19,101
Professional, Scientific, and Technical Services	35	46	30%	\$49,437
Manufacturing	35	34	-2%	\$55,911
Agriculture, Forestry, Fishing & Hunting	38	30	-20%	\$33,928

Figure 12: EMSI (Zip Code 28638)

## Commuting Inflow/Outflow



Figure 13: U.S. Census Bureau (Town Limit)

Figure 13 represents a 2019 jobs analysis with inflow and outflow. This analysis shows that 1,059 people are employed in the Town of Erwin and live outside of the Town; 1,773 people live in the Town but commute out for work; and 70 people live and work in the Town.

The net flow of people that stayed within the town, left the town, and commuted to the town yielded a net loss of -644, meaning that 644 fewer people stayed or entered it to work than left the town.

Figures 15, 16, and 17 show worker inflow, resident worker, and resident

outflow statistics including earnings, age group, and industry group.

Harnett County Commuting Flow Analysis by Earning (2019)							
Earnings Group	Worker Inflow	% of Total	Resident Worker	% of Total	Resident Outflow	% of Total	Net Flow
Jobs earning \$1,250 per month or less	3,961	30.6%	1,875	29.3%	6,490	21.1%	-2,529
Jobs earning \$1,251 to \$3,333 per month	5,034	38.8%	2,803	43.8%	11,567	37.6%	-6,533
Jobs earning more than \$3,333 per month	3,965	30.6%	1,721	26.9%	12,678	41.2%	-8,713

Figure 14: US Census Bureau, Center for Economic Studies, LODES, 2019

Harnett County Commuting Flow Analysis by Age Group (2019)							
Age Group	Worker Inflow	% of Total	Resident Worker	% of Total	Resident Outflow	% of Total	Net Flow
Jobs of workers aged 29 or younger	3,705	28.6%	1,696	26.5%	8,201	26.7%	-4,496
Jobs of workers aged 30 to 54	6,351	49.0%	3,105	48.5%	16,219	52.8%	-9,868
Jobs of workers aged 55 or older	2,904	22.4%	1,598	25.0%	6,315	20.5%	-3,411

Figure 15: US Census Bureau, Center for Economic Studies, LODES, 2019

Harnett County Commuting Flow Analysis by Industry Group (2019)							
Industry Group	Worker Inflow	% of Total	Resident Worker	% of Total	Resident Outflow	% of Total	Net Flow
Jobs in Goods Producing Industries	2,013	15.5%	1,567	24.5%	6,662	21.7%	-4,649
Jobs in Trade, Transportation, and Utilities Industries	4,541	35.0%	1,291	20.2%	7,990	26.0%	-3,449
Jobs in All Other Services Industries	6,406	49.4%	3,541	55.3%	16,083	52.3%	-9,677

Figure 16: US Census Bureau, Center for Economic Studies, LODES, 2019

As of 2019, the most popular destinations for work were Raleigh, Dunn, Fayetteville, and Lillington, followed by Erwin, Cary, Garner, Fuquay-Varina, Charlotte, and Durham.

Workers Commuting out of the Town of Erwin (2019)		
Work Location	Count	Share
Raleigh	187	10.1%
Dunn	185	10.0%
Fayetteville	118	6.4%
Lillington	102	5.5%
Erwin	70	3.8%

Cary	50	2.7%
Garner	50	2.7%
Fuquay-Varina	47	2.6%
Charlotte	46	2.5%
Durham	42	2.3%
All Other Locations	946	51.3%

Figure 17: U.S. Census Bureau (Town Limit)

Of those individuals living outside the Town of Erwin and commuting in for work, the most common home destinations were the Dunn, Fayetteville, Raleigh, and Buies Creek, followed by Plain View, Angier, Benson, Winston-Salem and Durham.

Workers Commuting into the Town of Erwin (2019)		
Work Location	Count	Share
Dunn	76	6.7%
Erwin	70	6.2%
Fayetteville	33	2.9%
Raleigh	25	2.2%
Buies Creek	16	1.4%
Plain View	14	1.2%
Angier	13	1.2%
Benson	13	1.2%
Winston-Salem	12	1.1%
Durham	11	1.0%
All Other Locations	846	74.9%

Figure 18: U.S. Census Bureau (Town Limit)

### Largest Employers

The largest employers in the Town of Erwin in 2022 are listed below. Four of the top ten employers are education institutions.

Erwin Employers (2022)	
Company Name	Employees
Walmart Supercenter	300
Triton High School	120
Lowe's Home Improvement	100
Southeastern Interiors	100
Gentry Primary School	70
Carly C's IGA	50
Cape Fear Christian Academy	40
Erwin Elementary School	40
Wendy's	30
Zaxby's	30

Figure 19: EMSI, Data-Axle February 2022

## Gross Regional Product

The largest industries in Erwin’s Zip Code (28339), along with the earnings per worker and Gross Regional Product, are found in Figure 22. Gross Regional Product (GRP) is a monetary measure of the market value of all final goods and services produced in a region during a specific period. A county’s GRP is one of several measures of the size of its economy. For purposes of this report, the terms Gross Regional Product and Gross Domestic Product are interchangeable.

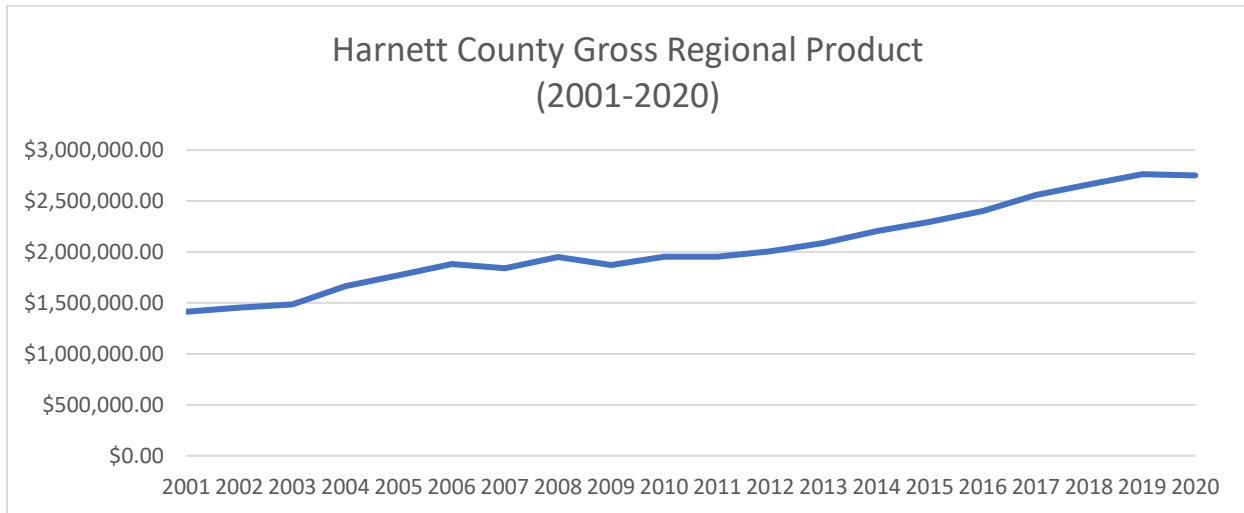


Figure 20: U.S. Bureau of Economic Analysis (County)

Harnett County’s GRP has been increasing since 2001 with \$1,413,604 to \$2,752,038 in 2020. Notably, Harnett County saw GRP dips in 2006, 2007 and 2009 but overall, has nearly doubled since 2001.

## Largest Industries

The top three largest industries comprise more than half of Erwin’s GRP with *Government* employment making up nearly 32%.

Erwin (Zip Code 28339) Largest Industries and Gross Regional Product (2021)			
Industry	2021 Jobs	2021 Earnings Per Worker	2021 GRP
Government	510	\$67,873	\$38,169,194
Retail Trade	360	\$37,284	\$24,082,647
Health Care and Social Assistance	159	\$57,658	\$10,700,245
Other Services (except Public Administration)	156	\$28,494	\$6,424,162
Construction	129	\$46,079	\$11,269,329
Transportation and Warehousing	93	\$53,066	\$7,398,624
Accommodation and Food Services	49	\$19,101	\$1,445,508
Professional, Scientific, and Technical Services	46	\$49,437	\$3,521,207
Manufacturing	34	\$55,911	\$10,771,722
Agriculture, Forestry, Fishing and Hunting	30	\$33,928	\$2,007,200

Arts, Entertainment, and Recreation	21	\$22,811	\$534,918
Finance and Insurance	16	\$77,236	\$3,941,668
Administrative and Support and Waste Management and Remediation Services	15	\$46,930	\$744,124

Figure 21: EMSI (County)

## Top Growing Industries & Occupations

The top growing industries in Erwin, in terms of job growth over the past 5 years are depicted in Figure 22. The *Transportation and Warehousing* category has grown by 59% over the last five years making it by far the fastest growing category. *Professional, Scientific, and Technical Services*, *Other Services (except Public Administration)*, *Accommodations and Food Services* categories are the second and third (tied) fastest growing with 30% and 29% increases, respectively. Of note, all industry categories saw some growth if only slightly.

Erwin (Zip Code 28339) Top Growing Industries (2021)				
Industry	2016 Jobs	2021 Jobs	% Change in Jobs	2021 GRP
Transportation and Warehousing	58	93	59%	\$7,398,624
Professional, Scientific, and Technical Services	35	46	30%	\$3,521,207
Other Services (except Public Administration)	121	156	29%	\$6,424,162
Accommodation and Food Services	38	49	29%	\$1,445,508
Administrative and Support and Waste Management and Remediation Services	13	15	17%	\$744,124
Finance and Insurance	14	16	15%	\$3,941,668
Retail Trade	328	360	10%	\$24,082,647
Health Care and Social Assistance	155	159	3%	\$10,700,245

Figure 22: EMSI (Zip Code 28339)

The largest growing **occupations** in the Erwin zip code were *Arts, Design, Entertainment, Sports, and Media*, and *Transportation and Material Moving and Management* with 30%, 28%, and 24% respectively.

Erwin (Zip Code 28339) Largest Occupations (2021)					
Occupation	2016 Jobs	2021 Jobs	Change in Jobs	% Change in Jobs	2020 Median Hourly Earnings
Arts, Design, Entertainment, Sports, and Media	23	30	7	30%	\$18.46
Transportation and Material Moving	132	169	37	28%	\$14.47
Management	51	63	12	24%	\$35.45
Protective Service	42	48	7	16%	\$18.29
Business and Financial Operations	26	30	3	12%	\$27.95
Sales and Related	215	236	21	10%	\$10.92
Healthcare Practitioners and Technical	142	153	10	7%	\$28.04
Community and Social Service	29	31	2	7%	\$22.50
Office and Administrative Support	167	174	7	4%	\$16.52
Installation, Maintenance, and Repair	66	67	1	1%	\$19.17
Healthcare Support	71	71	0	0%	\$13.29
Educational Instruction and Library	176	172	(4)	(2%)	\$19.15
Personal Care and Service	89	87	(2)	(2%)	\$10.67
Building and Grounds Cleaning and Maintenance	45	41	(4)	(9%)	\$12.08
Production	44	39	(5)	(10%)	\$16.85
Food Preparation and Serving Related	91	77	(14)	(15%)	\$9.29
Construction and Extraction	117	97	(20)	(17%)	\$17.72
Farming, Fishing, and Forestry	31	24	(7)	(23%)	\$11.66

Figure 23: EMSI (Zip Code 28339)

## Location Quotient

A location quotient (LQ) is an analytical statistic that measures a region's industrial specialization relative to a larger geographic unit (usually the nation). An LQ is computed as an industry's share of a regional total for some economic statistic (earnings, Gross Domestic Product by region, employment, and similar measures) divided by the industry's share of the national total for the same statistic. For example, an LQ

of 1.0 in farming means that the region and the nation are equally specialized in farming; while an LQ of 1.8 means that the region has a higher concentration in farming than the nation.

Location quotients can reveal what makes an area unique. As shown below, the following three Occupations have a higher concentration in Erwin than the rest of the nation:

- Farming, Fishing & Forestry – LQ of 1.92
- Personal Care & Service – LQ of 1.91
- Educational Instruction and Library – LQ of 1.80

Conversely, there are several occupations that are underrepresented in Erwin, as opposed to the nation. These occupations can be identified by their LQ numbers that are significantly lower than 1.0:

- Business and Financial Operations – LQ of 0.30
- Production – LQ of 0.43
- Management – LQ of 0.60

<b>Erwin (Zip Code 28339) Top Occupation Quotients (2021)</b>			
<b>Occupation</b>	<b>2021 Jobs</b>	<b>2021 LQ</b>	<b>2020 Median Hourly Earnings</b>
Farming, Fishing, and Forestry	24	1.92	\$11.66
Personal Care and Service	87	1.91	\$10.67
Educational Instruction and Library	172	1.80	\$19.15
Healthcare Practitioners and Technical	153	1.62	\$28.04
Sales and Related	236	1.54	\$10.92
Protective Service	48	1.37	\$18.29
Construction and Extraction	97	1.27	\$17.72
Transportation and Material Moving	169	1.21	\$14.47
Installation, Maintenance, and Repair	67	1.04	\$19.17
Community and Social Service	31	1.04	\$22.50
Arts, Design, Entertainment, Sports, and Media	30	0.99	\$18.46
Healthcare Support	71	0.95	\$13.29
Office and Administrative Support	174	0.85	\$16.52
Building and Grounds Cleaning and Maintenance	41	0.73	\$12.08
Food Preparation and Serving Related	77	0.65	\$9.29
Management	63	0.60	\$35.45
Production	39	0.43	\$16.85
Business and Financial Operations	30	0.30	\$27.95

Figure 24: EMSI (Zip Code 28339)

Figure 25 shows the LQ of occupations in the 28339 zip code sorted by the highest median hourly earnings for each.

<b>Erwin (Zip Code 28339) Top Occupation Earnings (2021)</b>			
<b>Occupation</b>	<b>2021 Jobs</b>	<b>2021 LQ</b>	<b>2020 Median Hourly Earnings</b>
Management	63	0.60	\$35.45
Healthcare Practitioners and Technical	153	1.62	\$28.04
Business and Financial Operations	30	0.30	\$27.95
Community and Social Service	31	1.04	\$22.50
Installation, Maintenance, and Repair	67	1.04	\$19.17
Educational Instruction and Library	172	1.80	\$19.15
Arts, Design, Entertainment, Sports, and Media	30	0.99	\$18.46
Protective Service	48	1.37	\$18.29
Construction and Extraction	97	1.27	\$17.72
Production	39	0.43	\$16.85
Office and Administrative Support	174	0.85	\$16.52
Transportation and Material Moving	169	1.21	\$14.47
Healthcare Support	71	0.95	\$13.29
Building and Grounds Cleaning and Maintenance	41	0.73	\$12.08
Farming, Fishing, and Forestry	24	1.92	\$11.66
Sales and Related	236	1.54	\$10.92
Personal Care and Service	87	1.91	\$10.67
Food Preparation and Serving Related	77	0.65	\$9.29

Figure 25: EMSI (Zip Code 28339)



## Harnett County Industry Diversity Overview



Industry diversity is high for Harnett. This means that employment is distributed more evenly between the 11 industry clusters compared to the typical county. A region with high diversity can signal economic stability and more easily withstand economic pressures, while a region with low diversity can signal economic instability.

## Harnett County Industry Clusters

Creating and using industry clusters as well as occupation clusters adds an additional dimension for analyzing and describing a regional economy. Identification of industry clusters involves tracing value-chain relationships between industries and businesses. That is, businesses that buy and sell things to each other that they need to process and produce products.

Analysis of industry clusters shows us that Harnett County has a greater employment share in the *Capital-Intensive Manufacturing* and *Distributive Services* clusters than other typical county employment shares (as depicted by the gray lines in Figure 26).

## Industry Cluster Shares

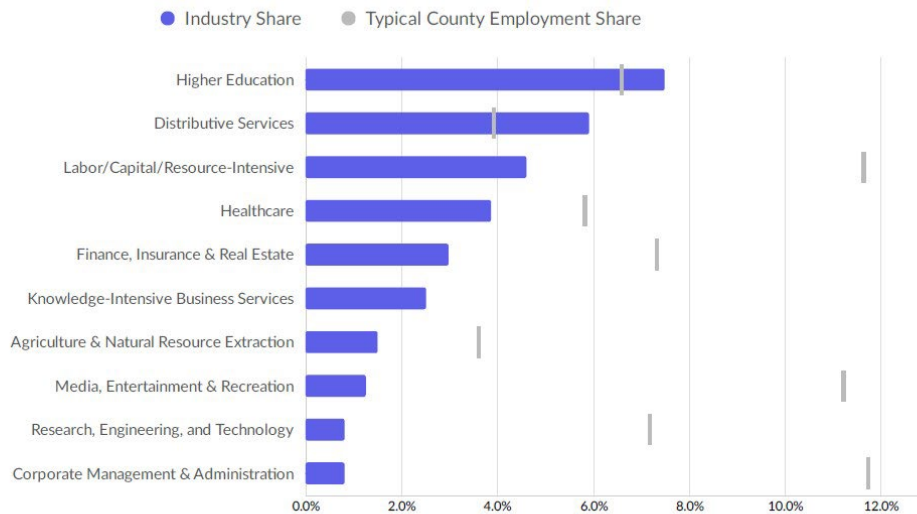


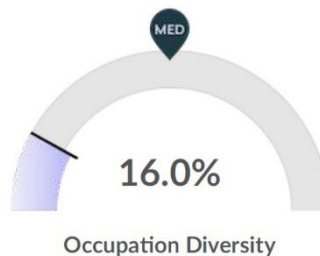
Figure 26: Lightcast Q2 2022 Data Set (County)

Industry Cluster	2021 Jobs	% of Total Employment	% of Typical County Employment
Non-Function Employment	21,496	68.3%	18.4%
Higher Education	2,356	7.5%	6.6%
Distributive Services	1,859	5.9%	3.9%
Labor/Capital/Resource-Intensive	1,448	4.6%	11.6%
Healthcare	1,218	3.9%	5.8%
Finance, Insurance & Real Estate	935	3.0%	7.3%
Knowledge-Intensive Business Services	790	2.5%	12.9%
Agriculture & Natural Resource Extraction	476	1.5%	3.6%
Media, Entertainment & Recreation	395	1.3%	11.2%
Research, Engineering, and Technology	259	0.8%	7.1%
Corporate Management & Administration	253	0.8%	11.7%
	31,485	100.0%	100.0%

## Harnett County Occupation Diversity Overview

Rank: 2638

(out of 3142 Counties)



Occupation diversity is low for Harnett County. This means that employment is distributed less evenly between the 13 occupation clusters compared to the typical county. A region with high diversity can signal economic stability and more easily withstand economic pressures, while a region with low diversity can signal economic instability.

## Harnett County Occupation Clusters

A study of occupation clusters shows that Harnett County has a larger than average employment share in several categories including *Semi-skilled service, Education, Transportation, Occupational Employment Excluded from Knowledge Cluster, Construction & Specialized Mechanical, Legal, Clerical, Administrative, & Technicians*. The county has smaller than average clusters in all other Occupation Shares.

# Occupation Cluster Shares



Occupation Cluster	2021 Jobs	% of Total Employment	% of Typical County Employment
Semi-skilled service	11,835	37.6%	33.4%
Management & Finance	5,929	18.8%	26.3%
Education	2,548	8.1%	6.1%
Occupational Employment Excluded From Knowledge Cluster	2,454	7.8%	2.5%
Construction & Specialized Mechanical	2,333	7.4%	5.6%
Legal, Clerical, Administrative, & Technicians	1,916	6.1%	5.4%
Medical Science & Health Services	1,478	4.7%	6.1%
Production	1,367	4.3%	5.0%
Engineering & Architecture	557	1.8%	3.6%
Counseling, Specialized Education, & Therapy	412	1.3%	1.8%
Information Technology & Communications	341	1.1%	2.5%
Media and Entertainment	220	0.7%	1.2%
Agriculture, Life & Natural Sciences	95	0.3%	0.5%
	31,485	100.0%	100.0%

Figure 27: Lightcast Q2 2022 Data Set (County)

## Conclusion

This report is a starting point to look for trends and growth and is meant to assist the town with economic development and recruitment efforts. However, this report is not to be considered a comprehensive analysis of the economic drivers and industries that comprise the economy of the Town of Erwin or Harnett County. The scale issues when looking at data (data sets at the county level, zip code level, and town or place level) present challenges when making inferences about the area's business diversity. Other tools, such as a local cluster analysis, could serve the town well by taking a more in-depth look at the largest and fastest growing industries in the area.



**Town of Erwin**  
**Community Economic Recovery & Resiliency Initiative**  
**CERRI 2022**

**Appendix 2: Survey: Local Government Business Support**



## Local Government Support of the Business Community

As part of the Initiative, the Rural Planning Program needs to determine how and to what level the local government provides support to the local business community. Please take a few minutes to respond to the following questions no later than **May 4, 2022**. **Upon completion, please return this to Bruce Naegelen, Project Manager, [bruce.naegelen@nccommerce.com](mailto:bruce.naegelen@nccommerce.com) 984-365-0279**

-----  
**With regard to INFORMATION about your Business Community, does your local government:**

1. Maintain an updated webpage that lists local businesses?  YES  NO
  
2. Provide information on how to start a business in selected community? – *(this should include zoning, planning, inspections, signage, schedule of fees)*  YES *(if yes, please list information provided)*  NO  

---

---

---
  
3. Provide information on Business Continuity Planning?  YES  NO
  
4. Does town provide any type of business assistance (financial) or incentives, such as grants, joint marketing assistance, etc.?  YES  NO *(If YES, please list types of assistance or grants):*  

---

---
  
5. List local, state, and federal resources/partners available to businesses:  

---

---

---
  
6. Provide wayfinding signage that directs visitors to business districts, commercial areas, etc.?  YES  NO

**With regard to COMMUNICATION with your Business Community does your local government:**

- 7. Ask for input to examine how local regulations and policies help or hinder growth?  YES  NO
- 8. Identify small businesses that are expanding?  YES  NO
- 9. Promote community resources that provide support to small businesses?  YES  NO
- 10. Provide permitting and zoning information?  YES  NO
- 11. Celebrate success of businesses and express their importance to the community?  YES  NO
- 12. Create and/or promote "Shop Local" campaigns?  YES  NO

**With regard to the REGULATORY ENVIRONMENT, (permitting, plan review, etc.) does your local government:**

- 13. Provide transparent timelines?  YES  NO
- 14. Provide timely reaction for requests for approvals?  YES  NO
- 15. Provide a multi-department review of new business openings?  YES  NO
- 16. Remove outdated laws that no longer serve a purpose?  YES  NO
- 17. Does the town have a referral relationship with appropriate county agencies (i.e. Health Department) to direct certain business types to?

**With regard to PARTNERSHIPS with your Business Community, does your local government provide information about services provided for small businesses from: *(check all that apply)***

1.	Business Groups	8.	Financing Institutions
2.	Chamber of Commerce	9.	SBA-SCORE Program
3.	Colleges and Universities	10.	Small Business Development Center
4.	Community Colleges	11.	Other:
5.	Community Groups	11 a.	
6.	Downtown/Main Street Association	11 b.	
7.	Merchant Association	11 c.	

Your Name: \_\_\_\_\_ Your Position: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Please return this completed questionnaire to Bruce Naegelen [bruce.naegelen@nccommerce.com](mailto:bruce.naegelen@nccommerce.com)**



FRONT PORCH FRIENDS

**Town of Erwin**  
**Community Economic Recovery & Resiliency Initiative**  
CERRI 2022

**Appendix 3: Survey: Small Business Survey Results**



**Erwin Business Survey SUMMARY Edit**  
**6/27/2022**

<b>Number of Respondents</b>	7		
<b>What area best describes where your business is located?</b>			
Erwin (Downtown)	57%		
Erwin (Not Downtown)			
Erwin (Town Limits)	14%		
Harnett County	29%		
<b>Primary Business Classifications</b>			
Retail Trade	29%		
Other	29%		
Food Services	14%		
Construction	14%		
Finance & Insurance	14%		
Healthcare & Social Assistance			
Arts, Entertainment and Recreation			
Professional, Scientific, & Technical Services			
Educational Services			
Administrative & Support Services			
Transportation & Warehousing			
Wholesale Trade			
Agriculture, Forestry, Fishing & Hunting			
Accomodations			
Communication & Information Services			
Manufacturing			
Real Estate & Rental/Leasing Services			
<b>How Long has Business been in Operation?</b>			
Less than 5 years	43%		
20-29 years	29%		
5-12 years	14%		
30+ years	14%		
13-19 years			
<b>Do You Own or Lease the Building in which your building is housed?</b>			
Own	86%		
Lease	14%		
<b>Is your Business Home-based?</b>			
Yes	43%		
No	57%		

<b>How Many People were employed by the Business BEFORE the onset of COVID-19, including yourself?</b>			
Less than 5 employees	71%		
5-25 employees	29%		
More than 25			
<b>Currently, including yourself, how many people are employed by your business?</b>			
Less than 5 employees	71%		
5-25 employees	29%		
More than 25			
<b>Did your Business Close during the onset of COVID-19 (March-June 2020)?</b>			
Yes	29%		
No	71%		
Other			
<b>How Long was your business closed?</b>	N=2		
Less than a Month	50%		
1-5 months			
6-9 months			
10-12 months	50%	100%	
13+ months (or still)			
<b>Because of the pandemic, have you changed your business model?</b>			
Yes	14%		
No	86%		
<b>Please Describe Changes to your business model</b>			
Comments:			
<b>How did your business get its information during the pandemic (select all that apply)</b>			
Local TV News	86%		
Social media	86%		
Local radio station	57%		
Word of Mouth	57%		
Local newspaper	43%		
Local Business Association/Chamber of Commerce	29%		
Town of Erwin web site			
Other			

<b>What changes have you seen in the community because of the pandemic? (Good or Bad)</b>			
Some homeowners were able to focus more on home projects since they were home more often. Some materials were hard to find because of the lockdown, so we weren't able to work.			
LESS TOWN ACTIVITIES, SHORTAGES OF GOODS			
Quality and scope of services have diminished			
People not wanting to work for a living			
<b>Currently, how concerned are you regarding the following items</b>	<b>Not Concerned</b>	<b>Concerned</b>	<b>Very Concerned</b>
Ability to acquire a business loan	86%	14%	
Employee furloughs	86%		14%
The possibility of closing permanently	71%	29%	
Employee layoffs	71%	14%	14%
Ability to keep up with loan payments/service debt	57%	43%	
Training staff on health & safety protocols	57%	14%	29%
A resurgence of coronavirus cases that triggers additional business closures	43%	57%	
Supply or inventory disruptions	43%	14%	<b>43%</b>
Ability to hire qualified employees	29%	57%	14%
Event cancellation/reduced participation	14%	<b>86%</b>	
Staff health & safety	14%	<b>71%</b>	14%
Customer health & Safety	14%	<b>71%</b>	14%
<b>What types of training and/or information would be most helpful to your business? (select all that apply)</b>	N=6		
Guidance on modifying my business model	50%		
Technical training on social media	50%		
Technical training on website development and e-commerce	50%		
Resources to find qualified employees	50%		
Information on <b>business continuity planning</b> ( <i>creating systems of prevention and recovery to deal with potential threats to a business</i> )	50%		
Information on financial assistance	33%		
Development of business network ( <i>chamber of commerce, business association</i> )	33%		
Information on <b>succession planning</b> ( <i>identifying and developing future leaders at your business</i> )	33%		
Information on selling a business	33%		
Information on financial planning for businesses	17%		
Technical training on developing a marketing plan	17%		

Information on costs and risks for new and continuing services that were adopted as result of pandemic (i.e. delivery)	17%		
Other (Please specify)	0%		
<b>What type of business assistance are you aware of that your town/county offers (select all that apply):</b>	N=4		
Not Sure	75%		
Building Façade Grant	25%		
Building Improvement Program	25%		
Local Economic Development Incentives	25%		
Small Business Center (Community College)	25%		
Revolving Loan Program			
Other			
<b>Does the local government seek input from businesses to see how local regulations and policies help or hinder growth?</b>	N=5		
Yes	40%		
No	60%		
<b>Have you had trouble getting information on permitting and/or zoning?</b>			
Yes	29%		
No	43%		
Not Applicable	29%		
<b>Please describe your difficulties in getting information on permitting and/or zoning</b>			
No designated staff to handle these functions in Erwin			
<b>Are you aware of services available to small businesses from the following organizations? (Check all that apply):</b>	N=5		
Chambers of Commerce/Business Associations	100%		
Community Colleges –Small Business Center (SBC), trainings	60%		
Downtown Associations	40%		
County or local economic development Commission/corporation	40%		
Business Groups:	20%		
Small Business Association (SBA) – SCORE	20%		
Small Business & Technology Development Centers (SBTDC)	20%		
Other			
<b>What goods and services/quality of life amenities are missing in Erwin?</b>			
Coffee shops, restaurants or new community events			
PLACES TO DINE OUT			
General Health care services, quality grocery,			
Hardware store, Gun Store			

Restaurants, road repairs			
Restaurants, More shopping options, feeling safe to be outside - streets, alleys and parks			
<b>What does your business need to prepare for future disruptions such as fire, floods, hurricanes, pandemic, landslides?</b>			
no comments			
<b>What investment/project can the Town of Erwin undertake that will have the greatest economic impact?</b>			
Doing something with the old mill			
N/A			
Erwin needs a proactive planning department that enforces zoning in a fair and impartial manner, Support local chamber of commerce financially to sustain the work for a longer period of time.			
Do something with the mill and up fit the housing			
Restaurants, road repairs			
Bringing in more restaurants, brewery with nighttime hours! Our streets close down at night and on Sundays!			



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**Town of Erwin**  
**Community Economic Recovery & Resiliency Initiative**  
**CERRI 2022**

**Appendix 4: Meeting Agendas**



## Community Economic Recovery & Resiliency Initiative (CERRI)

**Town of Erwin**  
Work Group Agenda  
Erwin Town Hall 100 West F Street  
**May 4, 2022**  
**8:30 am – 1:00 pm**  
Session #1

1. Welcome & Introductions
2. What is CERRI & Overview
3. Presentation of local economic data
4. Presentation of results of Work Group Survey ([Click here to take survey by April 11](#))
5. Exercise: Identify Community Assets
6. Exercise: Strengths, Weaknesses, Opportunities, and Threats
7. Surveys Discussion:
  - a. Local Government Business Support Questionnaire
  - b. Small Business Survey
8. Comments
9. Lunch, Chat and Stakeholder Interviews
- 10. Next session: June 29 8:30 am – 10:00 am**
11. Adjourn



## Community Economic Recovery & Resiliency Initiative (CERRI)

### Town of Erwin

#### Work Group Agenda

Erwin Town Hall

100 West F Street

**August 25, 2022**

**9:00 am – 10:30 am**

Session #2

1. Welcome
2. Review: Draft Erwin CERRI Report



SWOT Priority Ranking Survey

3. Review: Draft Erwin Resiliency & Diversity Report
4. Activity: Develop Resiliency Work Plan
5. Comments/Discussion
6. **Next session: September 13, 2022 9:00 am – 10:30 am**
7. Adjourn



FRONT PORCH FRIENDS





# *Community Economic Recovery & Resiliency Initiative*

**FINAL DRAFT September 26, 2022**



## **TOWN OF ERWIN CERRI REPORT 2022**

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Erwin CERRI Economic Recovery Work (Implementation) Plan   *(Separate Document)*  
    *CERRI Workplan Summary*  
    *Erwin CERRI Action List*

Appendices *(Separate Document)*

1. *Economic Development Resilience Assessment & Diversity Report*
2. *Local Government Survey Results*
3. *Small Business Survey Results*
4. *Meeting Agendas*

## Acknowledgements

### **Town of Erwin**

#### **Board of Commissioners**

Randy Baker, Mayor, *Elected June 2022*)

Alvestor McKoy, Ward 1

Ricky Blackmon, Ward 2

Tim Marbell, Ward 3

Charles "Charlie" Byrd, Ward 4

David Nelson, Ward 5

Billy Turnage, Ward 6

#### **Technical Team**

Bruce Naegelen

*Rural Planning - NC Department of Commerce*

### **Town of Erwin**

#### **CERRI Workgroup**

Randy Baker

R.J. Beasley

Patsy Carson, *Mayor (until June 2022)*

David Nelson

Curtis Pritchard

Michael Shean

Grace Watts

Snow Bowden

*Town Manager*

Sheveil Harmon

*Erwin Chamber of Commerce*

Christian Lockamy

*Harnett County Economic Development*

Justin Hembree

Samantha Wullenwaber

*Mid-Carolina Council of Govt*

Katherine Lucas

*Hometown Strong (Office of the Governor)*



## **Plan Adoption**

**Erwin Board of Commissioners – XX, 2022**



This report was completed with assistance from  
the North Carolina Department of Commerce  
Main Street & Rural Planning Center.

## Executive Summary

### Economic Resiliency<sup>1</sup>

- The ability to recover quickly from a shock
- The ability to withstand a shock
- The ability to avoid the shock altogether

This report is intended to offer guidance to county and local leaders in Erwin on expanding and improving support structures for local small business owners and boosting the local economy in the wake of the COVID-19 pandemic. This document is meant to complement and build on other local planning efforts.

The recommendations in this report were drafted by the local work group with assistance from NC Department of Commerce staff utilizing feedback from community stakeholders, small business owners, and other relevant economic data. The conversations and meetings that shaped this report took place between May 2022 and August 2022.

Located just four miles west of Interstate 95 and bisected by three major routes: NC 55, US 421 and NC 217, Erwin is well positioned for increased business and residential development in the near future.

The fastest growth is currently in the northern part of Harnett County. The southwest part of the County is seeing increased residential growth, and even commercial demand in key areas due to growth streaming out of the Fayetteville-Cumberland market.<sup>2</sup>

The eastern portion of the County near Dunn and Erwin are also seeing demand but has not seen growth yet like the other parts of the County. However, growth is likely not far off and will be coming in at increased levels. Recent announcements along I-95 including a 500K square foot speculative industrial building in Benson and the growth continuing to stream out of Johnston County are putting pressure on the eastern Harnett municipalities.<sup>3</sup>

Harnett County Economic Development is working on a MED-ED Corridor Study (education/medical) that connects Lillington with Erwin, Dunn, and economic drivers like Campbell University, Central Carolina Community College, and the Harnett County Regional Jetport.<sup>4</sup>

Like many communities since March 2020, the town has seen impacts from the COVID-19 pandemic. With some support structures already in place for small business owners and a desire from community leaders to continue building on these structures, the Town of Erwin has the ability and opportunity to contribute to the local economic recovery.

<sup>1</sup> US Economic Development Administration

<sup>2</sup> Harnett County Economic Development Office, June 2022

<sup>3</sup> Harnett County Economic Development Office, June 2022

<sup>4</sup> Harnett County Economic Development Office, June 2022

## Background

## Project Development

### COVID-19 Impacts

The ongoing COVID-19 pandemic has had significant impacts on many rural communities in North Carolina and Town of Erwin has been no exception. Most businesses were affected by the temporary closures during the summer of 2020. Many small businesses in the community report supply chain concerns and workforce issues. In addition, there is still concern that a resurgence of Coronavirus cases could trigger future business closures. The cancellation of annual community events and the absence of some foot traffic have also been concerns for the local business community.

### Erwin CERRI Project

These factors and the desire to support the small business community led the Erwin Board of Commissioners to collaborate with the NC Main Street & Rural Planning Center staff on the *Community Economic Recovery and Resiliency Initiative* (CERRI). The CERRI was developed by the NC Department of Commerce's Rural Planning program (RPP) to help small towns and rural communities, with populations under 5,000<sup>5</sup>, recover from the economic impacts of the COVID-19 pandemic and build resilient local economies.

A memorandum of understanding and Resolution for the Erwin CERRI project was developed by RPP staff and adopted by the Board of Commissioners at their meeting on November 4, 2021. The Town of Erwin then asked community members to participate in the local work group and meetings of the group began in May 2022. Further detail about the planning meetings can be found in the "Planning Process" section of this document.

### Setting

The Town of Erwin is near the southeast corner of Harnett County. In 1902, the Duke family built the Erwin Cotton Mill, and the new town was named "Duke" after the founding shareholders. In 1925, the name was changed to "Erwin" because of the founding of Duke University in Durham. The mill was the engine that powered Erwin until its closing in 2000. Even today, Erwin is still referred to as the "*Denim Capital of the World*" for the vast quantities of raw denim the mill produced for well over half a century.<sup>6</sup> Downtown Erwin is listed on the National Register of Historic Places.

Erwin has a total area of 4.23 square miles of which less than 1% is water. The Cape Fear River forms part of the Town's western boundary. Erwin has a certified population of 5,270 as of July 1, 2020. Located just four miles west of Interstate 95 Erwin is bisected by three major routes: NC 55, US 421, and NC 217.

<sup>5</sup> There were no population limitations during the initial roll-out of the Community Economic Recovery & Resiliency Initiative. Certain eligibilities became effective with CERRI 2022.

<sup>6</sup> Discover Erwin, [www.erwin-nc.org/discover-erwin](http://www.erwin-nc.org/discover-erwin)

## Planning Process

### Planning Committee & Meetings

Beginning in May 2022, the Rural Planning team met with the local work group for a series of two sessions which included discussion of the impacts of COVID-19 on the community. During these sessions the work group also reviewed data collected by the technical team, completed a SWOT analysis, and implementation plan. All meetings were held in person, with participants adhering to safety protocols.

The Erwin CERRI project sought to identify ways in which the local government could act to assist the small business community during current and future economic crises.

### Project Goals

- Identify impacts of the COVID-19 pandemic on small businesses in Erwin
- Identify support services needed for current businesses
- Prioritize potential projects to benefit the local economy
- Strategize for potential future business development

In service of these goals, the technical team completed interviews with a variety of community stakeholders, a survey of the local government, a survey of the small business community, and additional research on the economic conditions of the community prior to and during the pandemic.

### Erwin CERRI Project Outline

Meeting Date	Topic(s)
May 9, 2022	Introduction to CERRI, Role of the Work Group, Presentation of Community Assessment Data; Development of SWOT, Impacts of COVID-19 on the community
July 2022 (online)	Reviewed & prioritize SWOT
August 25, 2022	Reviewed and discussed final draft CERRI Report, which included Business Survey and Work Group/Stakeholder Results & draft of Erwin Economic Diversity Report. Reviewed and finalized draft Implementation Plan; Made recommendation to Town Board of Commissioners to consider adoption of the CERRI Report and Implementation Plan.
September 26, 2022	Presentation to Town Board of Commissioners ( <i>Workshop meeting</i> )
October 6, 2022	Town Board to Consider Adoption ( <i>Regular Meeting</i> )

## Data Gathering

### SWOT Analysis

The local work group completed a SWOT Analysis identifying perceived strengths, weaknesses, opportunities, and threats. Strengths and weaknesses represent internal conditions that the local government has some control over while opportunities and threats represent outside factors that are beyond local government control. The results of the SWOT Analysis are displayed below in order of the 5 most important to least important as ranked by the local work group.

Strengths	Weaknesses
<ul style="list-style-type: none"> <li>• Natural gas</li> <li>• Cape Fear River</li> <li>• Transportation - US 421 &amp; I-95</li> <li>• Availability of commercial property (US 421)</li> <li>• <u>Dunn-Erwin Rail Trail (greenway)</u></li> <li>• <u>Affordability</u></li> <li>• Location</li> <li>• Recreation (greenway/parks/river)</li> <li>• Erwin Mills Complex</li> <li>• Airport (Harnett Regional Jetport)</li> <li>• Downtown</li> </ul>	<ul style="list-style-type: none"> <li>• Condition of some downtown commercial buildings</li> <li>• Lack of anchor businesses</li> <li>• Lack of buildings to start/attract new business</li> <li>• High property cost along US 421</li> <li>• <u>Residents can be resistant to change</u></li> <li>• <u>Lack of commercial growth</u></li> <li>• Lack of industrial growth</li> <li>• Lack of attendance at events</li> <li>• Lack of younger leaders</li> <li>• Relationships with business &amp; industry need to be built (BRE)</li> </ul>
Opportunities	Threats
<ul style="list-style-type: none"> <li>• Business recruitment</li> <li>• Seek outside investors</li> <li>• Work with Mid-Carolina Council of Governments regarding grant opportunities</li> <li>• US 421 Commercial development</li> <li>• <u>LED sign at Town Hall for communication/event info</u></li> <li>• Be proactive - market doesn't need to dictate growth</li> <li>• NC 55 widening from Holly Springs impact</li> <li>• Develop sustainable growth</li> <li>• I-685 (future expansion US 421 from Greensboro to I-95 in Dunn)</li> <li>• Partnerships to promote events &amp; relationships</li> </ul>	<ul style="list-style-type: none"> <li>• High price of real estate</li> <li>• Town not ready for growth - local infrastructure</li> <li>• Housing permit increase (18,000) anticipated next 5-10 years</li> <li>• Water-sewer infrastructure (aging county system)</li> <li>• <u>Traffic issues St Matthews Rd</u></li> <li>• I-685 (future expansion of US 421 from Greensboro to I-95 in Dunn)</li> </ul>



## SWOT Comments

### Strengths:

1. There is land inside of Erwin to grow business along 421. In the downtown area not so much, with the exception of the old mill. I believe the mill should either be upgraded (which would cost a lot) or it should be torn down thus creating more land downtown for growth.
2. More people are moving here, which hopefully will serve as a catalyst for growing services here. The downtown is separate from our major highway and still would leave the small town atmosphere where small businesses could thrive.
3. At the moment, Erwin is experiencing a large amount of residential growth. We are seeing new houses go up in undeveloped areas. We are also seeing old houses improved. We are located off of the Cape Fear River and the last take out spot in Harnett County. We also have the Dunn-Erwin Rail Trail which is an asset to the Town. HWY 421 runs through the Town of Erwin it is a 4 lane Highway. The lifelong residents of Erwin love the Town and are passionate about being a part of the Town.

### Weaknesses:

1. We are not of one accord to push Erwin forward. Some of the people are for themselves only. We have to offer our help to help others in the community.
2. One of the things that I believe is that like our town motto, Pride in our past, Hope in our future. People still are looking to the past instead of what's ahead. Which if they truly looked at the past, Erwin had a lot going on. There are some leaders that are so protective of things like the mill or the depot (which are relics of the past) you can't talk about change without them. Those things are so dilapidated it would cost a lot to bring them up to code.
3. The entire campus of the mill needs to be demolished and redeveloped. The mill has been closed for over 20 years. The mill left for cheaper labor and should not be held in such high regard. We need places to eat, shop and industrial growth.
4. The Town needs people to be more involved and not reliant on the same few volunteers.
5. People need to understand what is good for the community benefits everyone and not be jealous of someone getting ahead of them.

### Opportunities:

1. We need some funding to renew downtown Erwin
2. The Town of Erwin should create a partnership with CCC and Campbell. Very similar to what was done in Sanford with Caterpillar. Create a program at the Community College to create jobs here.
3. The redevelopment on the mill property is huge.
4. The Town needs to capitalize off of HWY 421.

### Threats:

1. Too much residential growth, demand on limited resources provided by the government with a limited tax base due to too much residential growth and not commercial. Money being spent in Wake/Cumberland/Johnston County and not in Harnett due to no options in Harnett.

## Local Government Survey

In order to determine what services are currently being provided by the local government to the small business community, the technical team prepared a survey to be completed by local government staff. The survey questions were divided into three categories: information and resources, communication and support, and regulatory environment. The results of the Local Government Survey from Town of Erwin are displayed below.

Information & Resources	
Currently Provided	Not Currently Provided
<ul style="list-style-type: none"> <li>✓ Information on how to start a business</li> <li>✓ Wayfinding signage to commercial districts</li> </ul>	<ol style="list-style-type: none"> <li>1. Local business listing (webpage/website)</li> <li>2. Business continuity planning</li> <li>3. Business Assistance (grants, marketing, etc.)</li> </ol> <p><u>Recommendations:</u></p> <ol style="list-style-type: none"> <li>1. Partner with Erwin Chamber of Commerce to maintain listings and link to Town's website</li> <li>2. Partner with the Small Business Center (CCC) to provide seminars and resources for Business Continuity Planning</li> <li>3. Determine business assistance grant needs and fund as appropriate/able</li> </ol>
Communication & Support	
Currently Provided	Not Currently Provided
<ul style="list-style-type: none"> <li>✓ Promotes community resources providing support to small businesses</li> <li>✓ Provides permitting and zoning information</li> <li>✓ Celebrates success of businesses and importance to community*</li> </ul>	<ol style="list-style-type: none"> <li>1. Input from businesses on impact of local regulations and policies</li> <li>2. Identification of business expansions</li> <li>3. Create/promote SHOP LOCAL campaigns</li> </ol> <p><u>Recommendations:</u></p> <ol style="list-style-type: none"> <li>1. Reach out to business community as Town considers ordinances/policies that might have an impact on businesses in town</li> <li>2. Partner with Erwin Chamber of Commerce to keep track of and help promote new &amp; expanding businesses</li> <li>3. Partner with Erwin Chamber of Commerce to promote year-round Shop Local Campaigns</li> </ol>
Regulatory Environment	
Currently Provided	Not Currently Provided
<ul style="list-style-type: none"> <li>✓ Transparent timelines of permit process</li> <li>✓ Timely reaction for request for permit approvals</li> <li>✓ Provide multi-department review of new business openings</li> <li>✓ Remove outdated laws that no longer serve a purpose</li> <li>✓ Refer businesses to county or other agencies as needed</li> </ul>	
Partnerships	
Small Business Administration (SBA)	Erwin Chamber of Commerce
Dunn Committee of 100	Small Business Center at Central Carolina Community College
Harnett County Economic Development	Mid-Carolina Council of Governments
NC Department of Commerce	Home Town Strong Initiative ( <i>State of NC</i> )

## Small Business Survey

The technical team created a digital survey that was distributed by the Town of Erwin, Erwin Chamber of Commerce, and local work group to the local small business community.

This survey was designed to identify the perceived impacts of the COVID-19 pandemic on the small businesses within the Town of Erwin as well as any assistance needed by those businesses. There were 7 respondents to the survey.

The majority of business respondents were based in downtown, Erwin, and Harnett County.

Small businesses in Erwin seemed to fare better than average during the pandemic. While many of the businesses remained open during the onset of the COVID-19 pandemic (March – June 2020) there were some that closed between a month and 12 months. All respondents indicated the same number of employees remained the same during and after the pandemic, but none of the businesses had more than 25 employees.

None of the businesses indicated a change of their business model because of the pandemic.

Top concerns of business owners in Erwin were:

- Event cancellations and reduced participation (86%)
- Staff health & Safety (85%)
- Customer health & safety (85%)
- Resurgence of coronavirus cases that trigger additional business closures (57%)
- Supply or inventory disruptions (57%)
- Ability to hire qualified employees (57%)

When asked what types of training or information would be most helpful to their businesses, top responses included:

- Guidance on modifying business model
- Technical training on social media
- Technical training on website development and e-commerce
- Resources to find qualified employees
- Information about business continuity planning (*creating systems of prevention and recovery to deal with potential threats to a business*)

One concern from the survey was that most respondents did not feel that the local government sought input from the small business community when developing policy that would affect them. They would like to see more direct communication with the town in the future.

A majority of the respondents indicated they were not aware of business assistance that the Town offers. However, they were all aware of the Chamber of Commerce. There was awareness by some regarding the town's (currently unfunded) façade grant and building improvement grant services as well as economic development incentives and the Small Business Center at Central Carolina Community College.

There were no responses when asked what their business needed to prepare for future disruptions such as fire, floods, hurricanes, or pandemics. However, when asked what investment/project Erwin could

undertake that will have the greatest economic impact the responses were mostly about “doing something with the mill”, creating nightlife (brewery, restaurants with nighttime hours), proactive planning department that “enforces zoning in a fair and impartial manner”, and financially support the Chamber of Commerce to the sustain their work. (Note: The Town provides indirect financial support to Chamber of Commerce through office costs, and event support providing police for security and other town employees, including public works, recreation, and administration. The Chamber of Commerce Administrator said the Town is an incredible partner of the Chamber and supports the Chamber in many ways.)

## Work Group/Stakeholder Input

The Work Group, identified at the beginning of this report, included small business and property owners, business professionals, residents, and other stakeholders.

Members and other stakeholders participated in a confidential, on-line survey which allowed the group to share their vision and perception of the business community and the local government. Several themes, summarized below, emerged from the survey.

When asked “**What Makes Erwin Great?**” most noted the location and proximity to larger cities, also the “great parks”, recreation for children, the Dunn-Erwin Trail. A majority mentioned the “small town feel.”

“**Erwin’s Unique Role in the Regional Economy**” includes developing US 421, “opportunities may exist for larger employers in select areas,” develop a good downtown atmosphere, quality housing and retail. The Mill was referenced several times.

Erwin’s “**Greatest Under-Valued or Under-Developed Resources**” is its location – on a major highway (US 421), near an interstate (I-95) and between two major cities, and Campbell University. US 421 “should be a thriving area of commercial activity,” Cape Fear River, Dunn-Erwin Rail Trail, Downtown and the old mill complex.

“**What Goods, Services or Quality of Life Amenities are Missing in Erwin?**” Community gathering places, including “somewhere to eat and laugh with the family.” Retail, restaurants, and entertainment (events).

“**What Scares You the Most about Erwin’s Future?**” “Hope is low in Erwin”; “Lack of community involvement”; “That there is nothing here and people will leave”; “People will move here from other places and change it to (the way it was) where they are from”; “Too much residential growth and not enough commercial growth”; “Erwin potentially choosing not to be proactive and aggressive in development & partnerships to enhance quality of life and opportunities.”

## Additional Research

### CERRI Economic Resilience & Diversity Report

In addition to the previously summarized surveys, interviews, and work group discussions, the technical team utilized a number of traditional data tools to perform an economic resilience and diversity assessment. This assessment was presented to the local work group at the August 25, 2022, meeting and a report of the data was delivered to town staff. The full *Economic Resilience and Diversity Report* is attached in the appendices of this document.

### **CPNI Workshop Report (2017)**

In November 2017 the Town was presented with a report from the *Construction Professionals Network Institute* (CPNI) Workshop and NCGrowth. The two-day workshop served to discuss the revitalization of town assets as well as promote economic growth and development. The workshop focused on seven topics aimed at fostering revitalization, ideation and action regarding the potential and possibilities for the future of Erwin, North Carolina.

1. The Historic Erwin Mill
2. Historic Mill Housing Stock
3. Education, School Infrastructure, & the Future of Erwin Elementary School
4. Good Hope Hospital
5. Recreational Assets
  - a. The Cape Fear River
  - b. Recreation & Parks
- 6. Marketing & Branding for the Town of Erwin** (*emphasis added*)
7. US Highway 421 Transportation Corridor
  - a. Proximity to larger cities and interstates
  - b. Proximity to Campbell University
  - c. Development Opportunities

While our focus is on shorter-term business recovery & resiliency, most of these topics would do that in the mid to long-term, especially development of the historic Erwin Mill property. However, number 6, *Marketing & Branding for the Town of Erwin* is a shorter-term project that can present more immediate results for Erwin's business community and will be recommended in the CERRI Implementation Plan. *The CPNI Workshop Report is included in the Appendix.*

## **Analysis & Recommendations**

The Erwin CERRI Work Group developed the following recommendations for policies, programs, and projects to further support the small business community in the Town of Erwin. The recommendations are organized into the following strategies and categories:

Strategy 1: Make Erwin a Destination

Strategy 2: Improve Quality of Life for All Residents of Town of Erwin

- Community Economic Resiliency
- Small Business Support

The action items of the *Erwin CERRI Economic Recovery Work Plan* follow.

### **Plan Review & Adoption**

This document was produced in July 2022 and shared with the Erwin CERRI Work Group on August 25, 2022, for final reviews and comment. The Work Group approved and recommended the Erwin Town Board consider adoption of the Report and Work Plan, which was adopted on [Month/Date/Year].



# *Erwin Community Economic Recovery & Resiliency Initiative*

**FINAL DRAFT September 26, 2022**



## **ERWIN CERRI IMPLEMENTATION PLAN 2022**

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## Erwin- Economic Recovery Work Plan Summary - (2022)

**Vision:** The Town of Erwin is a bustling, friendly community with a solid employment base, a variety of housing options, and an array of recreational activities. It combines the best attributes of small-town living with the convenience of proximity between two large urban areas. Its mill town heritage is celebrated while new industries are welcome. Erwin is truly a place that has pride in its past and hope in its future. – *from the Erwin Land Use Plan - Adopted June 5, 2014*

**Implementation Strategy:** Erwin will use a dual approach focused on: Community Economic Resiliency and Small Business Support to implement their economic recovery and resiliency initiative.

ECONOMIC RECOVERY STRATEGIES	Community Economic Resiliency	Small Business Support
<p><b>Strategy 1:</b> <b>Make Erwin A Destination</b></p> <p><b>Goal 1:</b> To differentiate Erwin from other towns</p> <p><b>Objective 1.1:</b> Increase local business sales 10% by 2024</p> <p><b>Objective 1.2:</b> Increase Erwin’s visibility measured by improved visitation to events and calls to Chamber of Commerce</p>	<p>Action:</p> <p>1.1 Develop an Economic Positioning Statement (<i>see Action 1.3</i>)</p> <p>1.2 Engage Consultant to Re-Brand Erwin as a Destination</p> <p>1.3 Consider Development of an Economic Development Strategic Plan</p> <p>1.4 Consider Development of Erwin Highway 421 Commercial Overlay District</p>	<p>Action:</p> <p>1.5 Create Business Listing (directory) on Town Website</p> <p>1.6 Schedule Business Training Opportunities</p> <p>1.7 Provide Design Assistance and Incentives for Downtown Building Improvements</p> <p>1.8 Develop Process to Communicate Proposed Ordinance / Policies That Impact Business</p> <p>1.9 Promote New &amp; Expanding Businesses</p> <p>1.10 Promote “Shop Local” Campaigns</p>
<p><b>Strategy 2:</b> <b>Improve quality of life for all residents of Erwin.</b></p> <p><b>Goal 2:</b> Meet the physical, mental, cultural, and social needs of residents, workforce &amp; visitors.</p> <p><b>Objective 2.1:</b> Increase the number of visitors to the Town and offer more opportunities for community socialization and gathering.</p> <p><b>Objective 2.2:</b> Increase opportunities for residents to improve their physical and mental health</p>	<p>Action:</p> <p>2.1 Develop “Denim Depot Junction/Crossing” as Textile Museum, Events Area w/Stage, Food Truck Court</p> <p>2.2 Encourage Redevelopment of the Erwin Mill Property</p> <p>2.3 Research and Apply for Bicycle/Pedestrian Planning Grants.</p>	<p>Action:</p> <p>2.4 Update existing wayfinding signage system</p> <p>2.5 Expand sidewalk connectivity between residential and commercial districts and recreational areas.</p>



# Erwin CERRI Implementation Action List

## Implementation Strategy: Community Economic Resilience

**Economic Recovery Strategy 1:** Make Erwin a Destination

**Goal 1:** To differentiate Erwin from Other Towns

**Objective 1.1:** Increase local business sales 10% by 2024

**Objective 1.2:** Increase Erwin’s visibility measured by improved visitation to events and calls to the Chamber of Commerce

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### Action 1.1: Develop an Economic Positioning Statement

**Purpose:** A community economic positioning/vision statement provides a forward-looking strategic framework to help guide local government and the community make disciplined, tactical, and incremental decisions on community issues as they arise.

Task A: Engage MS&RPC to facilitate a community workshop to create an economic positioning/vision statement for the Town of Erwin

Task B: Determine tasks to help achieve the positioning/vision

Task C: Adopt the statement and work plan

**Responsible Party:** Town Manager/Town Board

**In-House or Outsource:** Outsource MS&RPC

**Cost/Time:** TBD

**Partners/Assistance:**

**Date To Be Completed:** QTR1 23

### Action 1.2: Engage Consultant to Help Rebrand Erwin as a Destination

**Purpose:** To create a new image for Erwin, and downtown, capitalizing on its character, charm, heritage, and history as the “Denim Capital of the World” and to increase public awareness and traffic to businesses and attractions from within and outside Erwin.

Task A: Develop a Request for Qualifications (RFQ)

Task B: Interview 2-3 responding firms

Task C: Negotiate proposal cost, timelines, and deliverables

**Responsible Party:** Town Manager/Board of Commissioners

**In-House or Outsource:** Outsource

**Cost/Time:** \$35,000+

**Partners/Assistance:** Erwin Chamber of Commerce, Harnett County Economic Development, MS&RPC

**Date To Be Completed:** QTR3 23 (unless budget allows for QTR2 23)

### Action 1.3: Consider Development of Economic Development Strategic Plan

**Purpose:** An economic development strategic plan is a focused plan – usually with a 5-year horizon - that guides and measures the actions of a town or county, in partnership with businesses and the community, to achieve goals for an economically secure, innovative, efficient, and vibrant community. For Erwin, since CERRI has been completed, a lot of data has already been collected so the process will be more streamlined.

- Task A: Engage MS&RPC Prosperity Zone Planner with a Memorandum of Understanding and Resolution
- Task B: Schedule 3-4 community meetings
- Task C: Schedule Economic Positioning/Vision Workshop (*See Strategy 1, Item 1.1*)
- Task D: Review and adopt Erwin Strategic Plan & Positioning Statement

**Responsible Party:** Town Manager/Town Board

**In-House or Outsource:** Outsource with MS&RPC

**Cost/Time:** \$200-300

**Partners/Assistance:** Main Street & Rural Planning Center (MS&RPC)

**Date To Be Completed:** QTR2 23

### Action 1.4: Consider Development of Erwin Highway 421 Commercial Overlay District

**Purpose:** To create a sense of place along US 421 and US 421 S, an *Erwin Highway 421 Commercial Overlay District* would provide specific development standards that are applicable only along US Highway 421 in Erwin’s Jurisdiction. The purpose of these requirements is to provide enhanced & contextual building design, uniform landscaping, pedestrian access, specific development standards and vehicular access control measures for development within this corridor. The *2017 Erwin CPNI Workshop Report* recommended creating a Comprehensive Master Plan to include the 421 Transportation Corridor. Development of the overlay could be tied in with a planned *Comprehensive Land Use Plan* for Erwin. Additionally, the overlay could be compatible with Harnett County’s proposed Ed-Med Overlay District but differentiated for Erwin.

**Responsible Party:** Town Board / Town Manager

**In-House or Outsource:** Outsource

**Cost/Time:** TBD

**Partners/Assistance:** TBD

**Date To Be Completed:** FY 23/24

### Implementation Strategy: Community Economic Resiliency

**Strategy 2:** Improve Quality of Life for All Residents of Erwin

**Goal 2:** Meet the physical, mental, cultural, and social needs of residents, workforce and visitors

**Objective 2.1:** Increase the number of visitors to the Town and offer more opportunities for community socialization & gathering

**Objective 2.2:** Increase opportunities for residents to improve their physical and mental health

### Action 2.1: Develop “Denim Depot Junction/Crossing” as textile museum, events area w/stage, and food truck court

**Purpose:** To create an attraction in downtown (museum), and a gathering and event location which would attract residents and others to the downtown area.

#### Phase I

Task A: Engage architect to determine or update costs to develop museum space in depot

Task B: Engage landscape architect to determine or update costs for event space with electrical, water & amenities

Task C: Determine funding sources\*

**Responsible Party:** Town Manager

**In-House or Outsource:** Outsource

**Cost/Time:** TBD

**Partners/Assistance:** NC Historic Preservation Office, MS&RPC, and others as determined

**Date To Be Completed:** *October 2022 \*If the plan costs could be updated quickly enough, an application could be submitted to the Rural Transformation Grant Fund via NC Commerce. Deadline is November 1.*

## **Action 2.2: Encourage Redevelopment of the Erwin Mill Property**

**Purpose:** As much as possible the Town should try to provide as much assistance to a future owner, as long as the plans fit with the improvement of the Town of Erwin. It's hoped a new owner/developer will develop the property as an extension of downtown with new businesses, small manufacturing and residential. *2017 Erwin CPNI Workshop Report* recommended the designation of the entire mill property as an overlay district for mixed-use.

Task A: Stay connected with owner & representatives of property

Task B: Encourage development that will complement and improve conditions in downtown

Task C: Provide reduction of development barriers as appropriate

**Responsible Party:** Town Board/Town Manager

**In-House or Outsource:** n/a

**Cost/Time:** TBD

**Partners/Assistance:** Harnett County Economic Development, Harnett County Commissioners, others TBD

**Date To Be Completed:** ongoing

## **Action 2.3: Research and Apply for Bicycle/ Pedestrian Planning Grants**

**Purpose:** To provide healthy transportation alternatives and connectivity between residential, commercial, and other parts of Town.

Task A: Identify source(s) for planning grant funding (NCDOT, etc.)

Task B: Make application and follow process

**Responsible Party:** Town Manager/Parks & Recreation Director

**In-House or Outsource:** In-house

**Cost/Time:** TBD

**Partners/Assistance:** TBD

**Date To Be Completed:** QTR1 23

## **Implementation Strategy: Small Business Support**

**Strategy 1:** Make Erwin a Destination

**Goal 1:** To differentiate Erwin from Other Towns

**Objective 1.1:** Increase local business sales 15% by 2024

**Objective 1.2:** Increase Erwin's visibility measured by improved visitation to events and calls to the Chamber of Commerce

## **Action 1.5: Create Business Listing (directory) on Town Website**

**Purpose:** Online directories provide residents and visitors with an easy way to find and filter through the businesses in the area that offers their desired services. Seek to partner with Erwin Chamber of Commerce.

Task A: Research on-line programs to use as directory

Task B: Incorporate as part of website re-design

Task C: Develop update and maintenance process

**Responsible Party:** Town Manager

**In-House or Outsource:** both

**Cost/Time:** TBD  
**Partners/Assistance:** Erwin Chamber of Commerce  
**Date To Be Completed:**

### **Action 1.6: Schedule Business Training Opportunities**

**Purpose:** The pandemic showed many business owners that in order to be more resilient they need to upgrade their knowledge base and business options. Erwin’s businesses indicated their top interests would include Guidance on modifying their business model; Technical training on social media; Technical training on website development and e-commerce; Resources to find qualified employees; and Information about business continuity planning.

- Task A: Partner with Central Carolina Community College Small Business Center to provide seminars and resources
- Task B: Identify locations in Erwin for the seminars
- Task C: Create a schedule and promote to businesses throughout Erwin

**Responsible Party:** Town Manager/Designee  
**In-House or Outsource:** both  
**Cost/Time:** TBD  
**Partners/Assistance:** Small Business Center Administrator at CCCC, others TBD  
**Date To Be Completed:** Start 4thQTR 22

### **Action 1.7: Provide Design Assistance and Incentives for Downtown Buildings**

**Purpose:** In rural downtowns across the country, disinvestment has made it difficult to preserve significant architectural resources and sustain economic vitality. Coordinated, small-scale façade and other improvements have the power to not only preserve valuable historic resources in rural communities, but also to spur economic growth in the surrounding area. Incentives may include design guidance, grants for façade and other improvements.

- Task A: Inventory the condition of all buildings in the downtown commercial district
- Task B: Develop appropriate incentive program(s)
- Task C: Identify funding resources

**Responsible Party:** Town Manager/Town Board  
**In-House or Outsource:** In-House  
**Cost/Time:** TBD  
**Partners/Assistance:** Main Street & Rural Planning Center (NC Commerce), TBD  
**Date To Be Completed:** QTR3 23

### **Action 1.8: Develop Process to Communicate Proposed Ordinance/Policy and Changes That Impact Business**

**Purpose:** The Small Business Survey indicated that most respondents did not feel local government sought input from the business community when developing ordinances/policies that might or would affect them. Strong communication in local government creates trust in its businesses & citizens. The hope is that this trust will inspire businesses/citizens to become involved in their communities. As the relationship builds between governments and businesses/citizens, over time, they will come to realize that their concerns matter.<sup>1</sup>

- Task A: Research how other communities provide this communication – via listservs and other sources
- Task B: Enact best process learned

**Responsible Party:** Town Manager/Town Board  
**In-House or Outsource:** In-House  
**Cost/Time:** TBD  
**Partners/Assistance:**  
**Date To Be Completed:** QTR2 23

<sup>1</sup> *Diligent.com* “The Importance of Strong Communication in Local Government,” by Lena Eisenstein, October 17, 2019

### **Action 1.9: Promote New & Expanding Businesses**

**Purpose:** Helping small businesses start and thrive is a win-win situation for the government. Local businesses help support the tax base through businesses taxes and through the wages provided to employees. Promoting new and expanding businesses helps the local community learn about the businesses and encourages citizens to patronize these businesses.

Task A: Partner with Erwin Chamber of Commerce to identify and create a promotion mechanism

Task B: Use Town website to promote all businesses – startups and expansions

**Responsible Party:** Town Manager

**In-House or Outsource:** In-House

**Cost/Time:** TBD

**Partners/Assistance:** Erwin Chamber of Commerce

**Date To Be Completed:** Start QTR1 23

### **Action 1.10: Promote Shop Local Campaigns**

**Purpose:** Communities that institute campaigns to support small, local, independent businesses tend to see greater income growth year to year. The Institute for Local Self Reliance commissioned several national surveys to look at year-over-year sales in 2016. They found: 1) A 7.4 percent increase in communities with sustained grassroots “buy independent/buy local” campaigns; and 2) A 4.2 percent increase in communities without such campaigns. Additionally, the money spent at locally owned businesses tends to circulate in the community.

Task A: Partner with Erwin Chamber of Commerce and other local organizations that promote businesses to develop and maintain shop local campaigns in Erwin

**Responsible Party:** Town Manager/Town Board

**In-House or Outsource:** In-House

**Cost/Time:** TBD

**Partners/Assistance:** Erwin Chamber of Commerce/ Local businesses

**Date To Be Completed:** Start QTR4 22

## **Implementation Strategy: Small Business Support**

**Goal 2:** Meet the physical, mental, cultural, and social needs of residents, workforce and visitors

**Objective 2.1:** Increase number of visitors to Town/offer more opportunities for community socialization & gathering

**Objective 2.2:** Increase opportunities for residents to improve their physical and mental health

### **Action 2.4: Update Existing Wayfinding Signage System**

**Purpose:** The genesis of community wayfinding usually begins with a local desire to guide residents and visitors to downtown commercial districts, public services, amenities, and other places of interest within county, town and city limits. Wayfinding programs seek to bring awareness of the museums, retail districts, historical areas, and landmarks that visitors may not know about and that may not be included in modern navigation technologies.<sup>2</sup>

Task A: Create map with proposed sign locations

Task B: Determine sign size/type

Task C: Destination text for each sign

Task D: Sign design

Task E: Determine sign fabricator/installer

Task F: Proposal for NCDOT

Task F: NCDOT Encroachment Agreement (where required)

Task G: Installation

**Responsible Party:** Town Manager/Public Works Director

**In-House or Outsource:** TBD

**Cost/Time:** TBD

**Partners/Assistance:** MS&RPC (NC Dept of Commerce), Planning Department, Local NCDOT representative, Public Works, consultant (optional), sign designer, sign fabricator, and installer

**Date To Be Completed:** QTR1 24

### **Action 2.5: Expand Sidewalk Connectivity Between Residential, Commercial Districts, and Recreational Areas**

**Purpose:** Sidewalks play a vital role in community life. As conduits for pedestrian movement and access, they enhance connectivity and promote walking. As public spaces, sidewalks are the front steps to a community, activating streets both socially and economically<sup>3</sup>.

Task A: Identify/inventory future sidewalk network

Task B: Determine phased funding & construction plan schedule

**Responsible Party:** Town Manager / **Public Works**

**In-House or Outsource:** TBD

**Cost/Time:** TBD

**Partners/Assistance:**

**Date To Be Completed:** Start inventory QTR2 23

<sup>2</sup> *Urban Wayfinding Planning and Implementation Manual, Signage Foundation, Inc (SFI) 2013*

<sup>3</sup> *AARP Livable Communities Fact Sheet Published Summer 2014*



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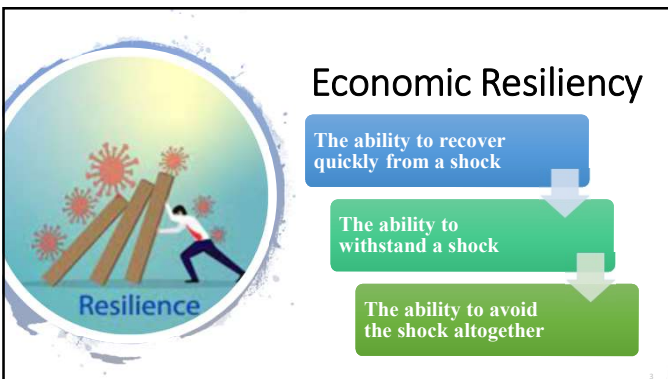
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## Reports & Work Plan



Erwin **CERRI** Report

Erwin **CERRI** Work Plan

Erwin **Economic Diversity** Report

NORTH CAROLINA DEPARTMENT OF COMMERCE

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## Erwin Economic Diversity Assessment



**The Economic Diversity Report includes:**

- working lists of targeted business opportunities;
- skills and training needs;
- priorities and red flags for future stability;
- supplemental development efforts and;
- access to tools and resources to develop a more diverse and robust local economy.

NORTH CAROLINA DEPARTMENT OF COMMERCE

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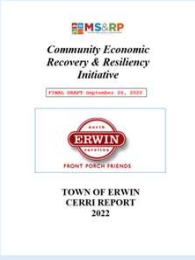
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## Erwin CERRI Report



**The CERRI Report includes:**

- Acknowledgements
- Executive Summary
- (Project) Background
- Planning Process
  - SWOT
  - Local Government Surveys
  - Small Business Survey
  - Stakeholder Interviews
  - Development of Recommendations
- Analysis & Recommendations
  - Workplan Summary & Action List

NORTH CAROLINA DEPARTMENT OF COMMERCE

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## Erwin CERRI Implementation Plan



**The CERRI Implementation Plan includes:**

- Implementation Summary Page
  - Proposed Economic Positioning/Vision Statement
  - Implementation Strategy
  - Economic Recovery Strategies, Goals & Objectives
  - Actions
- Implementation Action List
  - Strategy
  - Goal
  - Actions
    - Purpose
    - Responsible Party
    - In-House/Outsource
    - Cost/Time
    - Partners/Assistance
    - Date to Be Completed

NORTH CAROLINA DEPARTMENT OF COMMERCE

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## Acknowledgements

### Erwin CERRI Work Group

- Randy Baker
- R.J. Beasley
- Patsy Carson, *Mayor (until June 2022)*
- David Nelson
- Curtis Pritchard
- Michael Shean
- Grace Watts

- Snow Bowden, *Town Manager*
- Sheveil Harmon, *Erwin Chamber of Commerce*
- Christian Lockamy, *Harnett County Economic Development*
- Justin Hembree & Samantha Wullenwaber, *Mid-Carolina COG*
- Katherine Parker, *Hometown Strong (Office of the Governor)*

NORTH CAROLINA DEPARTMENT OF COMMERCE

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### Local Work Group Project Goals

- Identify impacts of the COVID-19 pandemic on small businesses in Erwin
- Identify support services needed for current businesses
- Prioritize potential projects to benefit the local economy
- Strategize for potential future business development



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### SWOT Analysis

Strengths	Weaknesses
<ul style="list-style-type: none"> <li>Natural gas</li> <li>Cape Fear River</li> <li>Transportation - US 421 &amp; I-95</li> <li>Availability of commercial property (US 421)</li> <li>Dunn-Erwin Rail Trail (greenway)</li> <li>Affordability</li> <li>Location</li> <li>Recreation (greenway/parks/river)</li> <li>Erwin Mills Complex</li> <li>Airport (Harnett Regional Jetport)</li> <li>Downtown</li> </ul>	<ul style="list-style-type: none"> <li>Condition of some downtown commercial buildings</li> <li>Lack of anchor businesses</li> <li>Lack of buildings to start/attract new business</li> <li>High property cost along US 421</li> <li>Residents can be resistant to change</li> <li>Lack of commercial growth</li> <li>Lack of industrial growth</li> <li>Lack of attendance at events</li> <li>Lack of younger leaders</li> <li>Relationships with business &amp; industry need to be built (BRE)</li> </ul>

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### SWOT Analysis

Opportunities	Threats
<ul style="list-style-type: none"> <li>Business recruitment</li> <li>Seek outside investors</li> <li>Work with Mid-Carolina Council of Governments regarding grant opportunities</li> <li>US 421 Commercial development</li> <li>LED sign at Town Hall for communication/event info</li> <li>Be proactive - market doesn't need to dictate growth</li> <li>NC 55 widening from Holly Springs impact</li> <li>Develop sustainable growth</li> <li>I-685 (future expansion US 421 from Greensboro to I-95 in Dunn)</li> <li>Partnerships to promote events &amp; relationships</li> </ul>	<ul style="list-style-type: none"> <li>High price of real estate</li> <li>Town not ready for growth - local infrastructure</li> <li>Housing permit increase (18,000) anticipated next 5-10 years</li> <li>Water-sewer infrastructure (aging county system)</li> <li>Traffic issues St Matthews Rd</li> <li>I-685 (future expansion of US 421 from Greensboro to I-95 in Dunn)</li> </ul>

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### Surveys: Local Government Support of Small Business

**Not currently provided by Town of Erwin:**

- Information & Resources
  - Up to date on-line list of businesses
  - Business continuity planning
  - Business assistance resources
- Communication & Support
  - Input from businesses about related impacts
- Identifying and publicizing small business expansions
- Promotion of SHOP LOCAL campaigns

Information & Resources	
Currently Provided ✓ Information on how to start a business ✓ Waiving charges to commercial districts	Not Currently Provided 1. Local business listing (website/website) 2. Business continuity planning 3. Business assistance (grants, marketing, etc.) Recommendations: 1. Partner with Erwin Chamber of Commerce to maintain listing and list to Erwin website 2. Partner with the Small Business Center (SBC) to provide services and resources for Business Continuity Planning 3. Determine business assistance grant needs and fund all opportunities
Communication & Support	
Currently Provided ✓ Promotes community resources providing support to small businesses ✓ Provides permitting and zoning information ✓ Celebrates success of businesses and importance to community*	Not Currently Provided 1. Input from businesses on impact of local regulations and policies 2. Identification of business expansions 3. Create/promote SHOP LOCAL campaigns Recommendations: 1. Reach out to business community on Town committee on regulations that might have an impact on businesses in Erwin 2. Partner with Erwin Chamber of Commerce to keep track of and help promote new & expanding businesses 3. Partner with Erwin Chamber of Commerce to promote year-round SHOP LOCAL Campaigns
Regulatory Environment	
Currently Provided ✓ Transparent timeline of permit process ✓ Timely reaction for request for permit approvals ✓ Provide multi-department review of new business openings ✓ Remove outdated laws that no longer serve a purpose ✓ Refer businesses to county or other agencies as needed	Not Currently Provided

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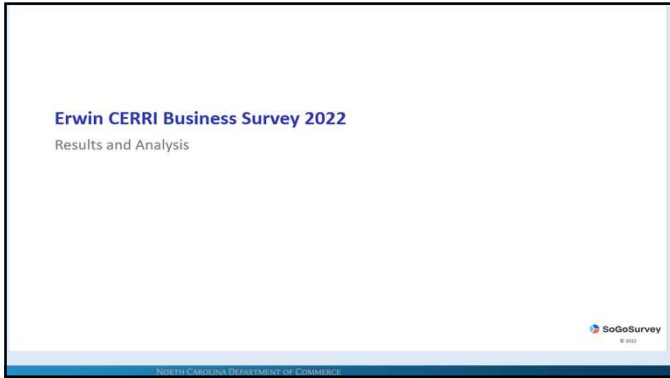
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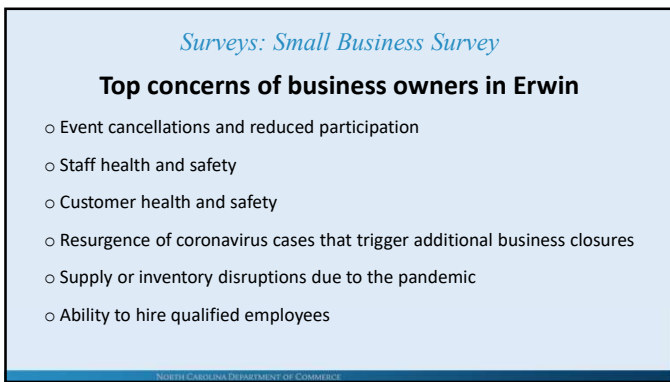
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Industries are welcome. Erwin is truly a place that has pride in its past and hope in its future. – *from the Erwin Land Use Plan - Adopted June 5, 2014*

**Implementation Strategy:** Erwin will use a dual approach focused on Community Economic Resiliency and Small Business Support to implement their economic recovery and resiliency initiative.

ECONOMIC RECOVERY STRATEGIES	Community Economic Resiliency	Small Business Support
<b>Strategy 1: Make Erwin A Destination</b> <b>Goal 1:</b> To differentiate Erwin from other towns <b>Objective 1.1:</b> Increase local business sales 10% by 2024 <b>Objective 1.2:</b> Increase Erwin's visibility measured by improved visitation to events and calls to Chamber of Commerce	<b>Action:</b> 1.1 Develop an Economic Positioning Statement (see Action 2.3) 1.2 Engage Consultant to Re-Brand Erwin as a Destination 1.3 Consider Development of an Economic Development Strategic Plan 1.4 Consider Development of Erwin Highway 421 Commercial Overlay District	<b>Action:</b> 15 Create Business Listing (directory) on Town Website 16 Schedule Business Training Opportunities 17 Provide Design Assistance and Incentives for Downtown Building Improvements 18 Develop Process to Communicate Proposed Ordinance / Policies That Impact Business 19 Promote New & Expanding Businesses 110 Promote "Shop Local" Campaigns
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**Erwin- Economic Recovery Work Plan Summary - (2022)**

**Vision:** The Town of Erwin is a bustling, friendly community with a solid employment base, a variety of housing options, and an array of recreational activities. It combines the best attributes of small-town living with the convenience of proximity between two large urban areas. Its mill town heritage is celebrated while new industries are welcome. Erwin is truly a place that has pride in its past and hope in its future. – *from the Erwin Land Use Plan - Adopted June 5, 2014*

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**Recovery & Resiliency Work Plan Recommendations**  
**Community Economic Resiliency**  
**Strategy 1: Make Erwin a Destination**

**Action 1.1: Develop an Economic Positioning Statement**

**Purpose:** A community economic positioning/vision statement provides a forward-looking strategic framework to help guide local government and the community make disciplined, tactical, and incremental decisions on community issues as they arise.

NORTH CAROLINA DEPARTMENT OF COMMERCE

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*Recovery & Resiliency Work Plan Recommendations*  
**Community Economic Resiliency**  
*Strategy 1: Make Erwin a Destination*

**Action 1.2: Engage Consultant to Help Rebrand Erwin as a Destination**

**Purpose:** To create a new image for Erwin, and downtown, capitalizing on its character, charm, heritage, and history as the “Denim Capital of the World” and to increase public awareness and traffic to businesses and attractions from within and outside Erwin.

NORTH CAROLINA DEPARTMENT OF COMMERCE

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*Recovery & Resiliency Work Plan Recommendations*  
**Community Economic Resiliency**  
*Strategy 1: Make Erwin a Destination*

**Action 1.3: Consider Development of Economic Development Strategic Plan**

**Purpose:** An economic development strategic plan is a focused plan – usually with a 5-year horizon - that guides and measures the actions of a town or county, in partnership with businesses and the community, to achieve goals for an economically secure, innovative, efficient, and vibrant community. For Erwin, since CERRI has been completed, a lot of data has already been collected so the process will be more streamlined.

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*Recovery & Resiliency Work Plan Recommendations*  
**Community Economic Resiliency**  
*Strategy 1: Make Erwin a Destination*

**Action 1.4: Consider Development of Erwin Highway 421 Commercial Overlay District**

**Purpose:** To create a sense of place along US 421 and US 421 S, an *Erwin Highway 421 Commercial Overlay District* would provide specific development standards that are applicable only along US Highway 421 in Erwin’s Jurisdiction. The purpose of these requirements is to provide enhanced & contextual building design, uniform landscaping, pedestrian access, specific development standards and vehicular access control measures for development within this corridor. The *2017 Erwin CPNI Workshop Report* recommended creating a *Comprehensive Master Plan* to include the *421 Transportation Corridor*. Development of the overlay could be tied in with a planned *Comprehensive Land Use Plan* for Erwin. Additionally, the overlay could be compatible with Harnett County’s proposed *Ed-Med Overlay District* but differentiated for Erwin.

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*Recovery & Resiliency Work Plan Recommendations*  
*Community Economic Resiliency*  
**Strategy 2: Improve Quality of Life for All Residents of Erwin**

**Action 2.1: Develop “Denim Depot Junction/Crossing” as textile museum, events area w/stage, and food truck court**

**Purpose:** To create an attraction in downtown (museum), and a gathering and event location which would attract residents and others to the downtown area.

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*Recovery & Resiliency Work Plan Recommendations*  
*Community Economic Resiliency*  
**Strategy 2: Improve Quality of Life for All Residents of Erwin**

**Action 2.2: Encourage Redevelopment of the Erwin Mill Property**

**Purpose:** As much as possible the Town should try to provide as much assistance to a future owner, as long as the plans fit with the improvement of the Town of Erwin. It's hoped a new owner/developer will develop the property as an extension of downtown with new businesses, small manufacturing and residential. *2017 Erwin CPNI Workshop Report* recommended the designation of the entire mill property as an overlay district for mixed-use.

NORTH CAROLINA DEPARTMENT OF COMMERCE

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*Recovery & Resiliency Work Plan Recommendations*  
*Community Economic Resiliency*  
**Strategy 2: Improve Quality of Life for All Residents of Erwin**

**Action 2.3: Research and Apply for Bicycle/ Pedestrian Planning Grants**

**Purpose:** To provide healthy transportation alternatives and connectivity between residential, commercial, and other parts of Town.

NORTH CAROLINA DEPARTMENT OF COMMERCE

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*Recovery & Resiliency Work Plan Recommendations*  
*Small Business Support*  
**Strategy 1: Make Erwin a Destination**

**Action 1.5: Create Business Listing (directory) on Town Website**

**Purpose:** Online directories provide residents and visitors with an easy way to find and filter through the businesses in the area that offers their desired services. Seek to partner with Erwin Chamber of Commerce.

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*Recovery & Resiliency Work Plan Recommendations*  
*Small Business Support*  
**Strategy 1: Make Erwin a Destination**

**Action 1.6: Schedule Business Training Opportunities**

**Purpose:** The pandemic showed many business owners that in order to be more resilient they need to upgrade their knowledge base and business options. Erwin's businesses indicated their top interests would include Guidance on modifying their business model; Technical training on social media; Technical training on website development and e-commerce; Resources to find qualified employees; and Information about business continuity planning.

NORTH CAROLINA DEPARTMENT OF COMMERCE

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*Recovery & Resiliency Work Plan Recommendations*  
*Small Business Support*  
**Strategy 1: Make Erwin a Destination**

**Action 1.7: Provide Design Assistance and Incentives for Downtown Buildings**

**Purpose:** In rural downtowns across the country, disinvestment has made it difficult to preserve significant architectural resources and sustain economic vitality. Coordinated, small-scale façade and other improvements have the power to not only preserve valuable historic resources in rural communities, but also to spur economic growth in the surrounding area. Incentives may include design guidance, grants for façade and other improvements.

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*Recovery & Resiliency Work Plan Recommendations*  
*Small Business Support*  
**Strategy 1: Make Erwin a Destination**

**Action 1.8: Develop Process to Communicate Proposed Ordinance/Policy and Changes That Impact Business**

**Purpose:** The Small Business Survey indicated that most respondents did not feel local government sought input from the business community when developing ordinances/policies that might or would affect them. Strong communication in local government creates trust in its businesses & citizens. The hope is that this trust will inspire businesses/citizens to become involved in their communities. As the relationship builds between governments and businesses/citizens, over time, they will come to realize that their concerns matter.

NORTH CAROLINA DEPARTMENT OF COMMERCE

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*Recovery & Resiliency Work Plan Recommendations*  
*Small Business Support*  
**Strategy 1: Make Erwin a Destination**

**Action 1.9: Promote New & Expanding Businesses**

**Purpose:** Helping small businesses start and thrive is a win-win situation for the government. Local businesses help support the tax base through businesses taxes and through the wages provided to employees. Promoting new and expanding businesses helps the local community learn about the businesses and encourages citizens to patronize these businesses.

NORTH CAROLINA DEPARTMENT OF COMMERCE

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*Recovery & Resiliency Work Plan Recommendations*  
*Small Business Support*  
**Strategy 1: Make Erwin a Destination**

**Action 1.10: Promote Shop Local Campaigns**

**Purpose:** Communities that institute campaigns to support small, local, independent businesses tend to see greater income growth year to year.

The Institute for Local Self Reliance commissioned several national surveys to look at year-over-year sales in 2016. They found: 1) A 7.4 percent increase in communities with sustained grassroots "buy independent/buy local" campaigns; and 2) A 4.2 percent increase in communities without such campaigns. Additionally, the money spent at locally owned businesses tends to circulate in the community.

NORTH CAROLINA DEPARTMENT OF COMMERCE

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*Recovery & Resiliency Work Plan Recommendations*  
*Small Business Support*  
**Strategy 2: Improve Quality of Life for All Residents of Erwin**

**Action 2.4: Update Existing Wayfinding Signage System**

**Purpose:** The genesis of community wayfinding usually begins with a local desire to guide residents and visitors to downtown commercial districts, public services, amenities, and other places of interest within county, town and city limits. Wayfinding programs seek to bring awareness of the museums, retail districts, historical areas, and landmarks that visitors may not know about and that may not be included in modern navigation technologies.

NORTH CAROLINA DEPARTMENT OF COMMERCE

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*Recovery & Resiliency Work Plan Recommendations*  
*Small Business Support*  
**Strategy 2: Improve Quality of Life for All Residents of Erwin**

**Action 2.5: Expand Sidewalk Connectivity Between Residential, Commercial Districts, and Recreational Areas**

**Purpose:** Sidewalks play a vital role in community life. As conduits for pedestrian movement and access, they enhance connectivity and promote walking. As public spaces, sidewalks are the front steps to a community, activating streets both socially and economically.

NORTH CAROLINA DEPARTMENT OF COMMERCE

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**Next Steps:**

- 1) Consider Adoption of the Erwin CERRI Report, and Implementation Plan
- 2) Questions/Comments?

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# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 26, 2022

Subject: Cloud Wyze

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There will be a representative from the company called Cloud Wyze at this workshop meeting to request that the Town consider letting them build a building on property owned by the Town. They eventually want to lay out fiber optic cables for high-speed internet in town limits and all over Harnett County. They already have a presence in Harnett County. They have been working with Harnett County to improve access to the internet in Harnett County.





# Broadband benefits homes and businesses alike

## *Education:*

- Internet at home is essential for remote learning
- Enables individual learning / development of life skills

## *Telemedicine:*

- Shortens distances between patients and doctors
- Remote visits improve rural health outcomes

## *Business e-Commerce:*

- Global access, at any hour of any day
- Improved services (online ordering, cloud computing)
- Enabling AgTech and Precision Farming

## *Telecommuting:*

- Working from home is increasing
- Companies require strong home Internet connections

## *The Internet, March 2020 – Onward:*

- From Nice to Have (Luxury) to Must Have (Utility)





# CloudWyze Overview



*Our Values: Innovation, Integrity, Optimism, Passion, Respect*

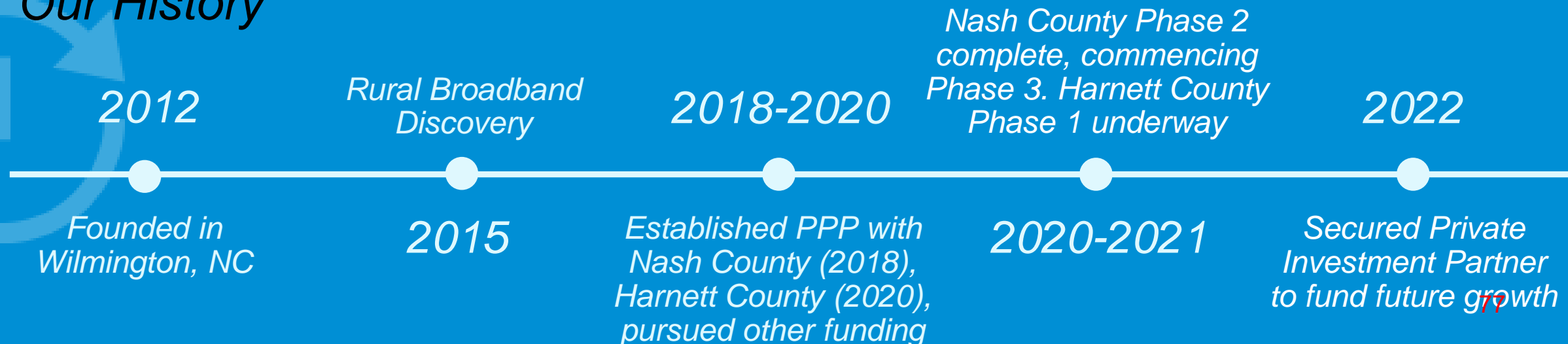
## *Our Vision*

*We envision a world with high speed broadband internet for all.*

## *Our Mission*

*Empowering communities through technology by providing innovative solutions and building strong relationships.*

## *Our History*





- 1 Access**  
Delivering access to homes and businesses  
Deploying free Wi-Fi zones in public areas
- 2 Affordability**  
Utilizing programs to reduce monthly service expenses
- 3 Adoption**  
Offering and supporting Digital Literacy programs

# Harnett County Status Update



**Harnett FWA – Phase I**  
Deployment in progress

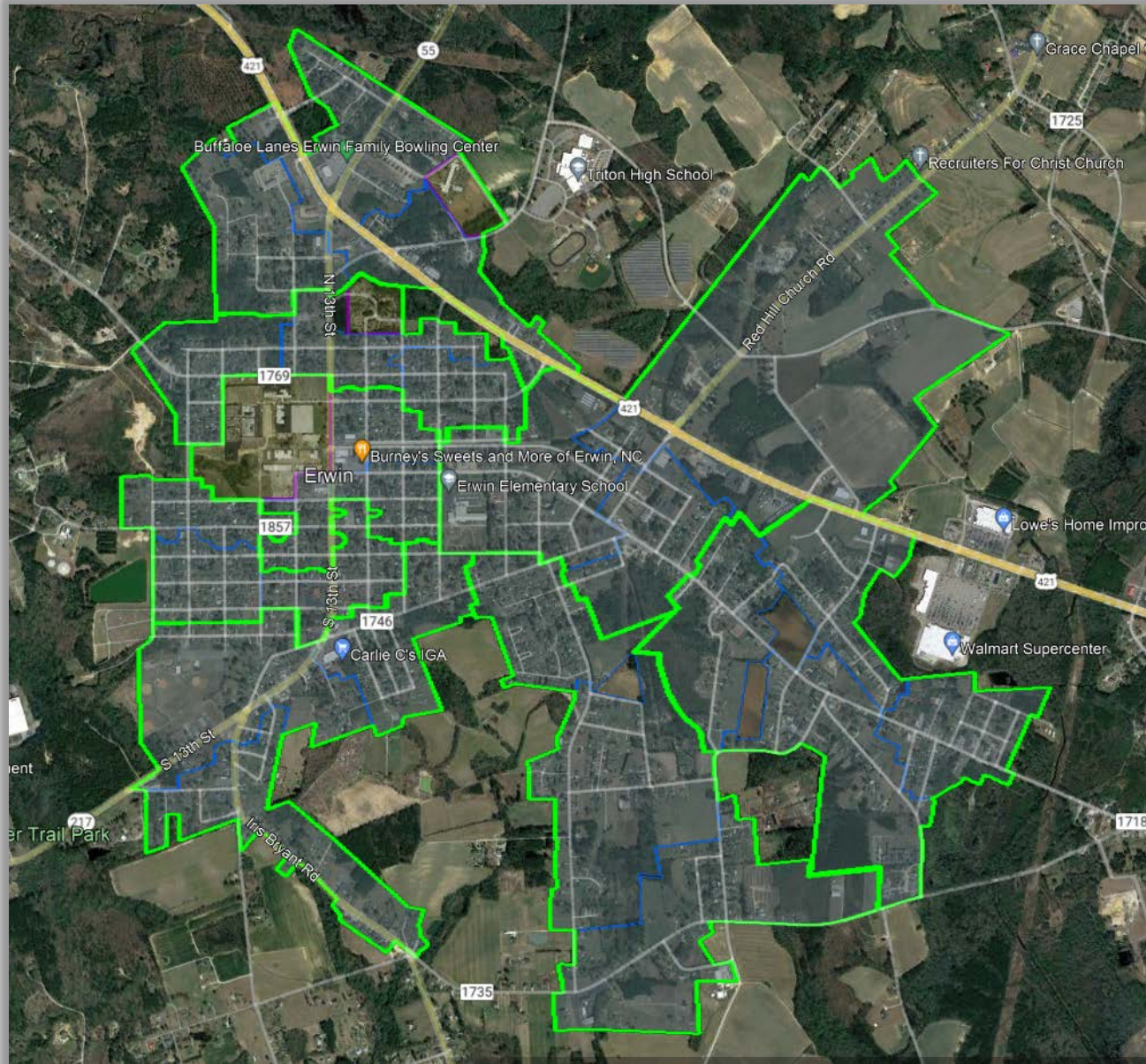
**Cokesbury Fiber**  
Connecting 65+ Customers

**Erwin Deployment**  
Design / Permitting

**GREAT Grant 2.0**  
TBD 2023



# Erwin High Level Design – Phase 1

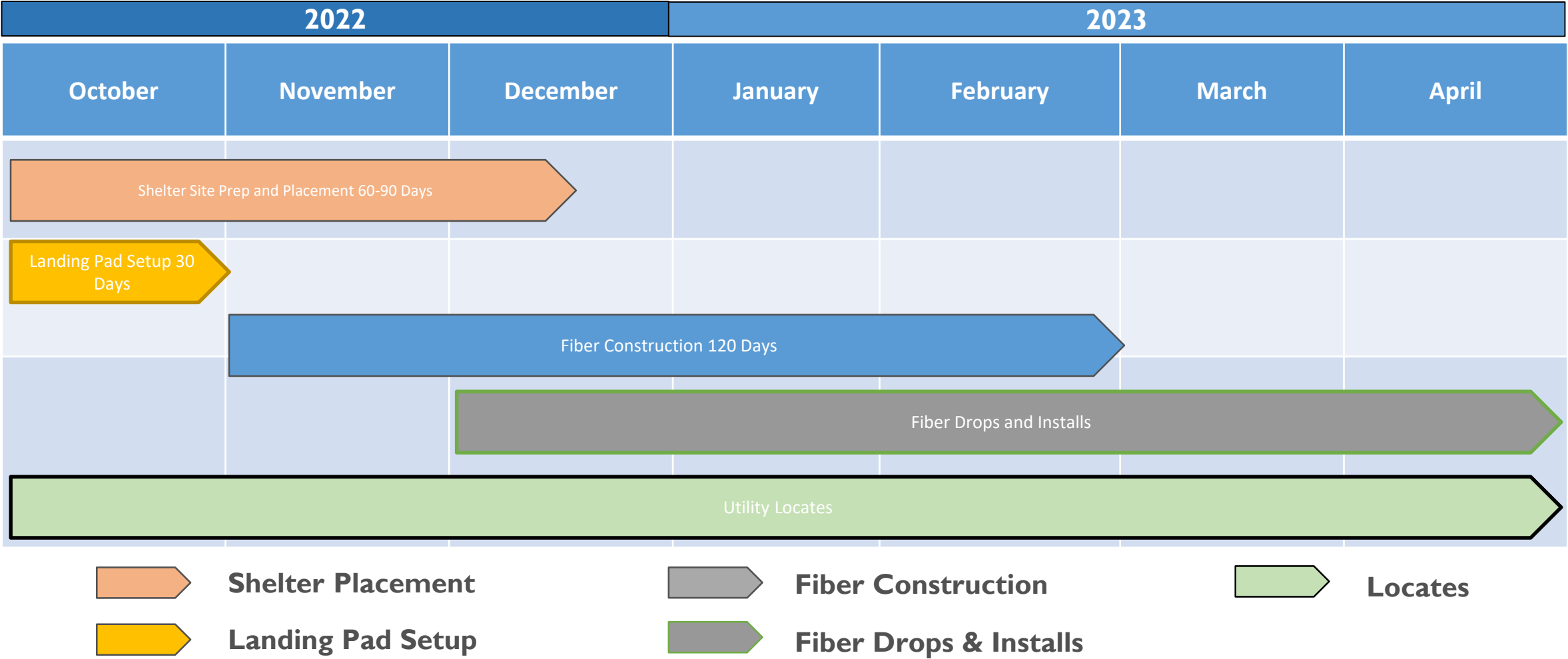


39 Miles of Fiber

2,447 HH Passed

7-month Deployment

# Projected Timeline for Erwin



\* Weather and supply chain restraints may delay timeline

# Asks of Town of Erwin



1 - Encroachment permit approval from Town of Erwin

2 - Easement to locate Erwin Central Office (shelter), supporting this and further deployments

3 - 2-year usage agreement on garage space for temporary warehouse location

4 - Assistance in Locating Utilities for Directional Boring

- Availability of existing teams?
- Are additional teams needed?



Shelter Example



Potential C.O. Location



IT. Simplified.

A large version of the CloudWyze logo, featuring the text "CloudWyze" in a blue sans-serif font with a blue Wi-Fi symbol above the "y". The logo is surrounded by several light blue cloud shapes and grey curved lines.

CloudWyze™

*We appreciate your support!*

*What questions do you have?*



# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 26, 2022

Subject: East Erwin Drainage Project Resolution

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The Town plans on applying for American Rescue Plan funds from the State of North Carolina to complete a section of the East Erwin drainage project. The maximum amount we can apply for is 5 million dollars. The application is due by the end of the month. Our Town Engineer Bill Dreitzler has attended training meetings on what all needs to be included in the application. The Town needs to approve a resolution that has to be included in the grant application.

Attachments:

- East Erwin Drainage Phase 2 Project Resolution





# 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

## RESOLUTION BY GOVERNING BODY OF APPLICANT 2022-2023--003

**WHEREAS**, The Town of Erwin has need for and intends to construct, plan for, or conduct a study in a project described as East Erwin Drainage Basin Flood Mitigation – Phase 2, and

**WHEREAS**, The Town of Erwin intends to request State loan and/or grant assistance for the project,

### **NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ERWIN:**

That the Town of Erwin, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Erwin to make a scheduled repayment of the loan, to withhold from the Town of Erwin any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the **Applicant** will partner and work with other units of local government or utilities in conducting the project, including (N/A).

That Randy L. Baker, Mayor, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

**Adopted** this the 26<sup>th</sup> of September at Erwin, North Carolina.

---

**Randy Baker**  
Mayor

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Town Clerk of the Town of Erwin does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town of Erwin Board of Commissioners duly held on the 26th day of September 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 26th day of September, 2022.

---

**Lauren Evans**  
**Town Clerk**

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 26, 2022

Subject: Comprehensive Land Use Plan

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I have received three quotes for a comprehensive land use plan. I did not send out a request for formal bids. These proposals include some different options. If you would like for me to send out a request for bids so we can get the same package from each firm I am happy to do so but the costs could potentially be higher.

1. Stewart- \$46,000
2. N-Focus- \$43,650
3. Withers \$79,000

Stewart is very familiar with Harnett County and has completed work for Harnett County, the Town of Lillington and the City of Dunn. They also assisted Harnett County with the Highway 421 Ed/Med Corridor Overlay District that will probably be passed soon. Stewart is also a North Carolina League of Municipalities preferred partner organization.



August 19, 2022

Snow Bowden  
Town Manager  
Town of Erwin

**Re: Town of Erwin Comprehensive Land Use Plan Proposal**

Dear Justin:

**STEWART** is pleased to submit this proposal to provide Planning Consulting Services to work with the Town of Erwin in regard to the Town's Comprehensive Land Use Plan project.

The proposed work program is organized into the following three (3) key tasks:

- Phase 1 - Project Initiation & Analysis
- Phase 2 – Visioning & Plan Development
- Phase 3 – Implementation & Adoption

The enclosed scope and fee is inclusive of the services necessary to complete the above referenced project. We have provided a detailed scope of services by task, timeline, and proposed compensation.

Please do not hesitate to contact me at 919.866.4812 or by email at [jpetrosky@stewartinc.com](mailto:jpetrosky@stewartinc.com) if you have any questions or concerns regarding this document.

Best Regards,

Jake Petrosky, AICP  
Director, Community Planning  
Vice President

Attachments:

1. Project Understanding/Scope of Services

## **SCOPE OF SERVICES:**

Stewart (Consultant) approaches the Town of Erwin (Client) Comprehensive Land Use Plan project with a community-driven, design oriented and data-rich planning process that will prioritize local issues and refine the Town's vision. The Comprehensive Land Use Plan will build on past planning efforts and include policies and strategies to guide land use regulations, promote economic development, and provide direction for services and staff.

Stewart has experience working with Towns across the state of North Carolina, including with many communities experiencing similar challenges as Erwin. The Stewart team will facilitate the creation of a well-organized, user-friendly plan guided by community engagement. We will accomplish this by executing a three-phase project scope that can be customized to meet the Town's expectations.

## **PHASE 1 – PROJECT INITIATION & ANALYSIS:**

### **Existing Plan & Document Review/Data Gathering:**

Our team will work with Town staff to identify and assemble relevant background documents for review. Spatial data and adopted plans will be collected from the Town, County, State, and Federal agencies as well as private organizations, as appropriate.

At a minimum the following will be reviewed:

- Current Land Use Plan
- Zoning Ordinance and other land development related ordinances
- Zoning Map
- NC Floodmaps
- County plans
- NCDOT Plans
- Greenway and parks plans
- Employment, tourism and economic data & trends
- County & Local GIS Files
- Budget / Capital Improvement Program

Assessments of past planning efforts and existing regulatory approaches are vital to understanding the challenges, opportunities, and successes of a place and crafting a feasible approach to implementation. Highlights from the plan assessment will be incorporated into steering committee presentations, content for public meetings and the final document.

During this phase a series of maps will be created to highlight existing conditions. Maps will convey property ownership, environmental constraints, natural resources, parks and open space, infrastructure and cultural and historical resources.

### **Tour & Initiation Meetings:**

- **Kick-off Meeting & Community Tour** – After conducting a kick-off meeting with Town Staff, Our team will conduct tour to document, inventory, and view key areas and features such as Town-owned land and buildings, natural resource areas, housing, recently approved developments (or areas proposed/being considered for development), and utilities/infrastructure.
- **Stakeholder Interviews** – The team will conduct a series of stakeholder interviews taking place over the course of one day. We will work with Town staff to identify these stakeholders (business owners, community and neighborhood groups, economic development, downtown property owners, representatives from the community, real estate brokers and developers, etc). The purpose of the meetings is to listen to and understand concerns and identify plan opportunities and constraints. If necessary, these meetings can be conducted remotely, but the preference is in-person.
- **Steering Committee Meeting** – The first meeting with the Steering Committee (recommended to

be Planning Board) will occur during this phase of the project, where we will discuss the project scope, schedule, stakeholder feedback, and initial impressions and issues. Early identification of outreach opportunities as well as communicating a sense of inclusion and ownership is important to engage steering committee members in the process moving forward.

#### **Community Profile:**

Stewart will prepare a Community Profile (CP), incorporating updated statistics and findings from recent Town efforts. The CP will include the Town's history, baseline demographic and economic data (population, employment, income, socioeconomic data, retail trends, etc.). We will use data from the Town, Harnett County, Census Bureau, State of North Carolina, Esri and other available sources. Information collected regarding the economy, business patterns, employment and demographics will be studied to benchmark progress and provide context to policy recommendations developed later in the process.

#### **Community Needs Assessment Survey:**

The team will work closely with Town staff to develop a Community Needs Assessment Survey to gather feedback from the public regarding community vision, goals, and key issues to be addressed by the plans policies, future regulatory efforts, and investment decisions. The Community Survey can be made available on-line, in print form, and as a component of a public meeting.

#### **Deliverables:**

- Stakeholder Interview Schedule and Invitation Template - Our team will develop a schedule and an email invitation template for staff to use to organize and invite stakeholders to participate in the plan.
- Website – The Consultant will create a stand-alone website for the project using Wix.com and retain a domain for 2 year period. The website will serve as the main information hub for the project and will be populated with information throughout the process.
- Public Engagement Plan – A table of planned public outreach efforts including meetings, social media, workshops, and Board and public presentations.
- Analysis Maps - As guided by initial input from stakeholders, staff, and steering committee, a series of maps will be developed to communicate existing conditions and trends. These maps will contribute to the initial foundation of information that will guide the plan development process.
- Community Needs Assessment Survey - Community goals and vision will be assessed and ranked to help guide future plan development efforts. As part of the base fee for this task, the Consultant will utilize Survey Monkey and create an interactive map using ArcGIS Online. For an optional cost, an enhanced engagement platform will be utilized such as PublicInput.com, Social Pinpoint or Mindmixer.
- Community Profile - The highlights of current demographic and economic trends. This document will be provided in power point and pdf format.

#### **Meetings:**

- Project Kickoff Meeting with Town Staff
- ½ Day Community Tour
- Stakeholder Interviews
- Steering Committee Meeting #1 (In-person or online)
- Bi-weekly coordination calls with Town Staff
- Monthly update reports to the Planning Board (as request by Town Staff)

#### **PHASE 2 – VISIONING & PLAN DEVELOPMENT:**

Following completion of Phase 1, our team members will conduct a public visioning workshop. We believe that a concentrated effort focused on community visioning and concept development will build excitement and create momentum. The workshop will focus on issues, opportunities, and visioning and options for recommendations.

Based on the public input received, we will prepare draft vision and goals as well as a framework for recommendations in the plans.

### **Land Use & Growth Management**

The Stewart team will conduct an analysis of issues and opportunities in various portions of the Town. Residential growth areas, redevelopment and commercial opportunities, economic development opportunities, and conservation priorities will be studied.

Existing land use and land supply maps and data will be developed to understand capacity for growth in the Town. A suitability analysis will determine areas most suitable for different types of development or conservation based on a variety of inputs. It is anticipated that suitability maps will be created for residential, commercial, industrial and conservation/open space. Exact land use types and inputs will be determined based on consultation with Town staff. Typical inputs include proximity to existing and proposed roadways and utility infrastructure, proximity to schools, parks, and commercial areas, adjacent land uses, and understanding of existing land use patterns and environmental constraints.

The suitability analysis and input from public meetings will be utilized by the steering committee, Town staff, and the consultant team to inform future land use preferences including use-mix, scale, and design character. Deliverables for this task will be utilized to formulate the future land use map and associated character area recommendations. Best practices will be consulted to improve compatibility of new development while staying within the bounds of North Carolina General Statutes.

A Future Land Use Map will be created and will be a graphical representation of the Town's vision as to where growth should occur as well as lands and historic resources that should be preserved and protected from development. The map will be supplemented with land use character areas that will be brought to life using precedent imagery and descriptions that specify intended use mix, scale, density, and other physical design characteristics. Development of the Future Land Use Map and associated recommendations will be guided and informed by goals, technical analysis, staff and steering committee perspective. Recommendations will include potential updates to the zoning ordinance to assist in plan implementation.

### **Transportation**

The planning of a transportation system requires a coordinated effort between multiple local, regional, state, and federal entities. Our team will assess Erwin's roadway network, looking at existing infrastructure, connection opportunities, and short- and long-range local, regional, and state transportation priorities. Our team will also:

- Identify corridors for bicycle and pedestrian facilities;
- Review the Town's Ordinances to make recommendations regarding access management, parking standards, bicycle use, and sidewalk maintenance;
- Identify priority infrastructure improvements and policy recommendations that may be needed in the short and long-term.

### **Parks, Recreation and Cultural Resources**

A comprehensive system of public and private spaces for recreation — passive and active — is critical to the livability of a place. The Stewart team will review the most recent parks and recreation planning efforts to understand the existing and planned system of facilities. The analysis will focus on opportunities for bolstering the system in terms of updating existing facilities and addressing public priorities. The analysis will also identify ways to link facilities to neighborhoods and other destinations through a connected system of sidewalks and greenways. Recommendations will be provided that complement the land use vision in the Comprehensive Land Use Plan. Recommendations for facilities, programming, and maintenance will be provided.

### **Downtown**

The Stewart team will work with the public, Steering Committee and Town staff to determine issues and opportunities in Downtown Erwin. This element of the plan will include recommendations that address the

form of development intended downtown as well as programs and policies to encourage infill development, renovation and potential transportation and public space improvements.

### **Plan Development**

The project team will prepare and submit the draft Comprehensive Land Use Plan to Town staff and the Steering Committee. Upon completion of the review, the draft document will be posted on the Town's website for public comment. Town staff and the Stewart team will also conduct a community open house to reveal the draft plan. All comments received from staff, the Steering Committee, and the public will be cataloged, and responses made. This careful tracking of comments will allow the Stewart team to identify common themes in feedback/comments for discussion with staff and elected/appointed officials during the review and public hearing and adoption process. The draft document(s) will be revised and amended as appropriate.

### **Deliverables:**

- Visioning Workshop Materials and Conceptual Designs
- Preliminary Vision, Goals, and Recommendations
- Character Area Descriptions
- Draft Comprehensive Land Use Plan and Future Land Use Map
- Public Participation and Engagement Summary
- Meeting and Public Workshop Materials and Summaries
- Website Information and Updates
- Monthly update reports to the Planning Board (as request by Town Staff)

### **Meetings:**

- Public Workshop(s) – One day of meetings
- Steering Committee Meeting #2 – Framework & Vision
- Steering Committee Meeting #3 – Draft Plan & Recommendations
- Community Meeting/Open House – Draft Plan
- Bi-weekly coordination calls with Town Staff

### **PHASE 3 – IMPLEMENTATION & ADOPTION:**

#### **Implementation & Strategic Action Plan**

After the plan is in draft format the Stewart team will conduct a work-session with planning staff and other Town departments to discuss strategic goals, capital resources, and implementation steps. Potential amendments regulations, town projects and grant opportunities may also be discussed. Action items will be documented and presented at the final Steering Committee Meeting and noted in the plan.

#### **Open House**

Stewart will facilitate an online or in-person meeting to gather feedback from citizens and stakeholders on the draft plan.

#### **Plan Adoption**

Plan adoption will be a collaboration between Town staff and the Stewart Team to work through the Comprehensive Land Use Plan adoption process. Key members of the Stewart team will be available to attend a Planning Board meeting and one Board of Commissioners meeting to present the final version of the plan recommended for adoption. Stewart team members will be available if needed for additional meetings as an additional service.

#### **Final Plan Document**

Following the public hearing process, a final set of plan documents will be provided to the Town including plan document, appendices, maps and map data, public engagement summaries, etc.

### **Deliverables:**



- Implementation Steps
- Final Adopted Plan (Print (3 bound copies) and Electronic Versions, including supporting data and documentation)
- Meeting Summaries
- Website Information and Updates

**Meetings:**

- Steering Committee Meeting #4 – Implementation
- Draft Plan Open House
- Presentation of Final Plan to Planning Board
- Presentation of Final Plan to Board of Commissioners
- Bi-weekly coordination calls with Town Staff

**CONTINUING SERVICE:**

As part of our continuing service promise, Stewart will be available by phone or email for a period of six (6) months following plan adoption to assist staff with questions about the plan and associated implementation. ***This continuing service is included is not an additional cost to the Town and stems from Stewart’s desire to remain a community partner, even after the contract has been fulfilled.***

**SCHEDULE:**

**Phase 1:** November 2022 – January 2023

**Phase 2:** February – April 2023

**Phase 3:** May - June 2023

**CLIENT RESPONSIBILITIES:**

It shall be the responsibility of the Client to provide the following items:

- Provide any available electronic information
- Secure meeting spaces and coordinate meetings, including refreshments.
- Provide IT support in preparation and during meetings in Town facilities.
- Identify, invite, coordinate and follow up with Steering Committee Members, staff, and stakeholder groups.
- Provide notice of scheduled meetings (with reasonable advance notice).
- Provide decisions on critical issues as necessary in a timely manner.
- Assist with facilitation of meetings.
- Payment of all invoices per Conditions of Agreement.

**COMPENSATION:**

Stewart agrees to provide the planning consulting services outlined above for the following compensation:

Description: Scope of Services		Base Fee
<b>Phase 1</b>	Project Initiation & Analysis	\$15,000
<b>Phase 2</b>	Visioning and Plan Development	\$23,000
<b>Phase 3</b>	Implementation and Adoption	\$8,000
	<b>TOTAL BASIC SERVICES</b>	<b>\$46,000</b>
<b>Optional Task A</b>	Conceptual Plans	\$4,000 (per area or corridor)
<b>Optional Task B</b>	Training (includes training material and travel)	\$1,500
<b>Optional Task C</b>	Additional Meetings	\$800 per in-person or \$400 per remote meeting

*\*Expense fee is inclusive of basic printing and travel costs (mileage, meals, printing, etc.).*

**OPTIONAL TASKS**

- **A. Conceptual Plan(s):** As part of the Comprehensive Land Use Plan process our team can develop one or more “small area” conceptual plan for an area selected by the Town. The Town may benefit from more detailed land use, redevelopment, streetscape, economic development, transportation and public space recommendations for a particular area of town or corridor. Conceptual plans could be created for these areas that illustrate key infrastructure, public realm improvements, building scale, development or redevelopment opportunities, orientation, and other features.
- **B. Training:** As the Comprehensive Land Use Plan is the principal planning tool used by the Town to inform major land use decisions, the Stewart team can be available to conduct a ½ day in-person training session for Town staff, Planning Board, and/or Board of Commissioners. This training session would include how the plan is used, how it interacts within the existing regulatory environment, and how the plan serves as a tool to shape work planning and budgeting priorities.
- **C. Additional Meetings:** Stewart staff can attend additional in-person meetings outside of the scope of services for a cost of \$800 per in-person meeting (\$400 per remote meeting).

**ADDITIONAL SERVICES:**

Any request by the Client to complete items not contained in the scope of services, or items outlined as exclusions, will be deemed as Additional Services to this Agreement. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

**CONCLUSION:**

This document may serve as a Client-Consultant Agreement. Included in the agreement are the standard Hourly Rate Schedule and Conditions of the Agreement. If this proposal is acceptable, please execute and return a copy of the Agreement and the Project Information Form to this office.

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise it if it appears that we have misunderstood some portion of the scope of services.

Respectfully submitted:

**APPROVAL:**

**STEWART**

**TOWN OF ERWIN**

Doug Taylor, PE, CPM \_\_\_\_\_

\_\_\_\_\_

**Print Name**

**Print Name**

Practice Leader, Municipal Planning  
Vice President

\_\_\_\_\_

**Title**

**Title**

\_\_\_\_\_

\_\_\_\_\_

**Signature**

**Signature**

\_\_\_\_\_

\_\_\_\_\_

**Date**

**Date**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **Town of Erwin**, a North Carolina unit of Local Government (hereinafter known as “Local Government”); and, **N-Focus, Inc.**, a North Carolina corporation (hereinafter known as “Contractor”), by signatures below, enter into the following Agreement:

**WITNESSETH:**

**WHEREAS** Contractor has expertise in local government functions and Local Government has a need for such functions; and

**WHEREAS** Local Government and Contractor desire to enter into this Agreement;

**NOW THEREFORE**, Local Government and Contractor agree as follows:

**Section A. SCOPE OF FUNCTIONS**

Contractor will provide Contractor personnel to perform the following specialized Functions for Local Government:

**CREATE “COMPREHENSIVE LAND USE PLAN” (CLUP)**

**TASK 1. ORIENTATION AND SCOPING SESSION(S)**

N-FOCUS will:

- a) Meet with STAFF for initial project orientation, scoping, communication logistics, and scheduling (including STAFF availability/accessibility for requests for meetings, review of draft documents, coordination on formal public review processes, etc.); and
- b) Obtain information about map resources available to allow N-FOCUS to begin preparing the CLUP Map(s) and identify specific mapping features which will need to be incorporated into the final product.
- c) Coordinate with STAFF on the development of a Public Engagement & Education Plan

**TASK 2. RESEARCH & ANALYSIS**

N-FOCUS will:

- a) Collect and analyze socioeconomic, geographic, and other data to include pertinent population, housing & economic, citing issues & trends;
- b) Review planning policy documents previously adopted by the Town to identify:
  - 1) Policies that have worked well and should continue; and
  - 2) Policies that have been counterproductive, had unintended consequences, or otherwise not served the Town well.
- c) Identify policies addressing issues of concern to STAFF; and
- d) Review anticipated specific CLUP needs.

### **TASK 3. PUBLIC ENGAGEMENT**

This process will support efforts to identify “*Areas of Strategic Focus*”, which will guide the CLUP’s preparation.

N-FOCUS will implement an aggressive CEP that will include:

a) **Community Interviews:**

N-FOCUS will conduct interviews with key local stakeholders and local businesses. Feedback received will also serve as a proxy for those represented by/or associated with these stakeholders, concerning future growth, development, and land use opportunities and constraints within the TOWN to ensure a valid cross-section of stakeholders has both an awareness of the project and opportunities to provide input.

b) **Community Survey:**

N-FOCUS will develop an online survey designed to engage residents, property owners, businesses owners, civic groups, landowners, investors, and other local stakeholders regarding:

- 1) Attitudes on current development opportunities and constraints;
- 2) Feedback on the implementation of the current Plan goals, policies, and objectives;
- 3) What respondents would like to see change/not change in the TOWN;

Results will allow N-FOCUS, STAFF, and elected officials to begin review of existing goals/policy objectives and evaluate possible changes as part of CLUP.

c) **Social Media:**

N-FOCUS will work with STAFF to formalize the format of project related announcements utilizing varying approaches that draw on various media, including the TOWN’s existing tools – website, newsletter, utility bills, etc.

### **TASK 4. DRAFT CLUP & IMPLEMENTATION STRATEGY**

As N-FOCUS obtains information through its public engagement process and the review of previously adopted planning documents, N-FOCUS will begin compiling the information into a Draft CLUP document.

N-FOCUS will:

a) Prepare the initial draft CLUP, including:

- i. Vision Statement, Goals & Objectives; and
- ii. Major Elements of the CLUP

- 1) Why Plan Our Town?
- 2) About Erwin
- 3) Community Profile
- 4) Natural, Cultural & Historic Resources
- 5) Voice of the Community – Businesses, Citizens, and Stakeholders
- 6) Economic Development
- 7) Infrastructure
- 8) Planning & Development (including Future Land Use & Growth Opportunities Maps)
- 9) Blueprint for Erwin – (i.e.: tools for managing development – Summary and CLUP Implementation

b) Incorporate a strategy to both ***limit Public Investment and to leverage Private Investment*** & stimulate Growth within the Catalyst Areas identified during the CLUP process.

### **TASK 5. FINAL CLUP**

N-FOCUS will:

- a) Submit initial draft CLUP for internal STAFF review;
- b) Incorporate STAFF comments into revised "Draft CLUP";
- c) Present Draft CLUP to Planning Board in public information meeting & request formal recommendation; and;
- d) Incorporate changes, if any, into the Draft CLUP as recommended by Planning Board and submit "**Final Draft CLUP**" to TOWN Governing Board at public legislative hearing.

**Section B. TERMS AND CONDITIONS**

1. **CONTRACTOR PERSONNEL:** To ensure performance of Functions defined in "Section A." herein above meet the expectations of Local Government, Contractor shall assign a primary professional, an employee of Contractor, to Local Government. The primary professional shall be responsible for Contractor personnel performing the agreed upon Functions. Contractor personnel performing the Functions shall be either certified or licensed in their respective fields or apprentice under direct supervision of the primary professional. Contractor personnel performing these Functions shall have considerable knowledge in the principles and practices of local government. The primary professional, supporting personnel and subordinate person(s), if applicable, provided to perform these Functions shall be skilled in the use of work-related computer software packages and other technology used to perform position Functions. The primary professional shall possess good communication & collaborative skills in working with the public.
2. **E-VERIFY:** Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Contractor warrants that any subcontractors used by Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
3. **CERTIFICATION:** Contractor certifies that, as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the Iran Divestment Act and N.C.G.S. § 147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
4. **STATUS OF CONTRACTOR:** Contractor and Local Government agree that in the performance of the Functions defined in "Section A." herein above, Contractor personnel shall not be deemed to be an employee(s) of Local Government for any purpose whatsoever, nor act under Color of State Law.
5. **WORK PRODUCTS:** All materials produced by Contractor personnel provided to Local Government shall be the property of Local Government and shall be filed on-site in the offices of Local Government, unless otherwise authorized for purposes and intent of the performance of Functions. Contractor shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of Local Government. Contractor shall not copyright any work products on behalf of Local Government; however, Contractor shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar Functions for other jurisdictions.

6. **PROGRESS REPORTING:** Contractor shall communicate progress of work performed to Local Government’s administrative officer and/or department head periodically or as determined by Local Government.
7. **COMPENSATION:** The fee for Functions to be performed as defined in “Section A.” herein above shall be Forty-Three Thousand Six Hundred Fifty and no/100s **(\$43,650.00)** dollars.
- a) Our fees are inclusive of all personnel costs including but not limited to salary, benefits, taxes, professional development & certifications, cellular communications, travel and management cost. Printing and reproduction shall be provided by Local Government. Any direct expenses (i.e. printing, postage, etc.) provided by Contractor personnel on behalf of Local Government, shall be reimbursed at actual cost plus seven (7%) percent.
  - b) Costs associated with incidentals (not consulting fees) for community-based meetings including, but not limited to, printing/reproduction of documents, advertising, and deliverables shall be either borne by the Local Government or, if expended by Contractor, shall be reimbursed at actual cost plus seven (7%) percent.
  - c) Travel cost to and from Local Government plus time attending meetings that are not convened for lack of a quorum shall be considered Out of Scope and are subject to the discounted hourly rate in the amount of One Hundred Fifty and no/100’s **(\$150.00)** dollars.
  - d) Services beyond the Scope as defined in Section A. which may be requested by Local Government are subject to the discounted hourly rate in the amount of One Hundred-Fifty and no/100’s **(\$150.00)** dollars and shall be invoiced by the hour monthly and billed in quarter-hour increments. Travel time to and from Local Government jurisdiction by Contractor personnel to perform additional services not included in Section A. are subject to the discounted hourly fee stated herein.
  - e) Modifications after Planning Board approval and recommendation shall be billed at the discounted hourly rate of One Hundred-Fifty and no/100’s **(\$150.00)** dollars.
8. **PAYMENTS:** Local Government shall provide three (3) payments without invoice as follows:

	<u>Payment</u>	<u>Payment Due Date</u>	<u>Payment Amount</u>
FY 23	1 <sup>st</sup> Payment	Upon Execution of Agreement	\$20,000.00
FY 23	2 <sup>nd</sup> Payment	January 15, 2023	\$17,000.00
FY 24	3 <sup>rd</sup> Payment	July 15, 2023	\$6,650.00

Monthly invoicing for direct expenses as noted in “Section B.7.” herein shall be due and payable within fifteen (15) days of invoice. A late payment penalty equal to 1.5% of the unpaid balance of either monthly payments or monthly invoicing may be assessed.

9. ACCESS: Local Government shall provide Contractor personnel with legal access to the primary work area during normal operating hours.
10. LIABILITY: Contractor personnel provided to Local Government are acting as contracted agents of Local Government in accordance with NCGS 160D-402(c) and no liability is implied or assumed for actions on behalf of Local Government, its administration, appointed officials and/or elected officials. General liability insurance shall be maintained by Contractor for the Functions to be performed under this Agreement. Contractor shall provide Local Government with a Certificate of Insurance prior to beginning Functions defined in "Section A." herein above. This certificate will become a part of this Agreement upon execution of this Agreement. Contractor shall further indemnify and hold Local Government harmless from any/all worker compensation claims by Contractor personnel and any other claims arising out of Contractor personnel's conduct.
11. CERTIFICATIONS: Contractor personnel shall not be required to sign any documents, no matter by whom requested, that would result in Contractor personnel having to certify, guarantee or warrant the existence of conditions whose existence Contractor personnel cannot ascertain. Local Government agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor's personnel signing any such certification or document.
12. FORCE MAJEURE: Contractor shall not be responsible for any delays, damages, costs, expenses, liabilities, or other problems that may arise as a result of a force majeure. A "Force Majeure" is defined as any event arising from causes beyond the reasonable control of Contractor, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, pandemics, acts or failures of Local Government or others.
13. CONFLICTING TERMS AND PROVISIONS: In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.
14. DISPUTE RESOLUTION: It is acknowledged this Agreement shall be governed by the laws of the State of North Carolina in the event of dispute. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination, or invalidity, shall be finally settled by the courts having exclusive jurisdiction within the county of Local Government.
15. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
16. ENTIRE AGREEMENT: Local Government and Contractor acknowledge this Agreement and any Attachments hereto constitute the entire agreement between Local Government and Contractor concerning the subject matter hereof. Any amendments or modifications of this Agreement shall be in writing and executed by Local Government and Contractor. Unless stated otherwise in this Agreement, this Agreement may not be modified.

17. REPRESENTATIVES: On behalf of Contractor, only the following individuals have authority to modify or alter the terms and conditions of this Agreement:

F. Richard Flowe, President & CEO  
Patricia A. Rader, Secretary-Treasurer & COO

18. NOTIFICATION: All correspondence shall be directed to:

Patti Rader, Manager  
N-Focus, Inc.  
315 South Main Street, Suite 200  
Kannapolis, NC 28081  
704.933.0772  
PRader@NFocusPlanning.org

**Section C. ACCEPTANCE:**

*Patricia A. Rader*

*August 11, 2022*

\_\_\_\_\_  
Patricia A. Rader, Manager  
N-Focus, Inc.

\_\_\_\_\_  
Date

**ACCEPTED** on behalf of Local Government by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of authorized person signed above

Seal of Local Government

ATTEST:

\_\_\_\_\_  
Clerk to the governing board/council of  
Local Government

\_\_\_\_\_  
Date

PRE-AUDIT:

This document has been pre-audited in accordance with applicable North Carolina General Statute.

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>N-Focus, Inc.</b></p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input checked="" type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. <b>315 South Main Street, Suite 200</b></p> <p>6 City, state, and ZIP code <b>Kannapolis, NC 28081</b></p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
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**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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2	6	-	0	6	1	4	6	5	8			

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>2/29/22</u>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Melanie Franklin 1270 Hendersonville Rd Asheville, NC, 28704	<b>CONTACT NAME:</b> Donna Dark <b>PHONE (A/C, No, Ext):</b> 828-274-2420 <b>FAX (A/C, No):</b> 828-274-2423 <b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  NFOCUS INC 313 S MAIN ST STE 110 KANNAPOLIS NC 28081	<b>INSURER A:</b> State Farm Fire and Casualty Company <b>NAIC #</b> 25143	
	<b>INSURER B:</b> State Farm Mutual Automobile Insurance Company <b>25178</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/INSUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		93-B5-L417-0	09/26/2021	09/20/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		364 7270-A20-33H	01/20/2022	01/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	93-EH-G042-7	03/24/2021	03/24/2023	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Thirty days written notice will be given prior to cancellation and subsequent to any adverse change in coverage.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)      The ACORD name and logo are registered marks of ACORD      © 1988-2015 ACORD CORPORATION. All rights reserved.

1001486 132849.12 03-16-2016

August 25, 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](mailto: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 explain the findings of the PCS and the software analysis 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 pull-downs 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 - 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](mailto: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](mailto: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	Council Presentation	\$2,600
	<b>Total</b>	<b>\$19,900</b>

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

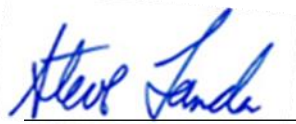
Receipt of an executed copy of this agreement will serve as the written agreement between WithersRavenel and Town of Erwin for the basic services outlined in Section C of this document. The attached Standard Terms and Conditions (Exhibit I), Fee & Expense Schedule (Exhibit II), and other Exhibits shown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

OFFERED BY:

ACCEPTED BY:

WithersRavenel

Town of Erwin



8/25/22

Steve Lander, P.E.  
Director of Pavement Management

Date

\_\_\_\_\_  
Snow Bowden  
Town Manager

Date

Attachments:

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

## EXHIBIT I

### Standard Terms and Conditions

WithersRavenel, Inc.

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

**1. Payment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



**EXHIBIT II**

**Fee & Expense Schedule**

Description	Rate
<b>Project Management</b>	
Client Experience Manager	\$ 209
Assistant Project Manager	\$ 161
Project Manager	\$ 177
Senior Project Manager	\$ 193
Principal	\$ 225
<b>Engineering</b>	
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
<b>Construction Administration</b>	
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
<b>Administration</b>	
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
<b>Geomatics</b>	
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
<b>Geographic Information Systems</b>	
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
<b>Funding &amp; Asset Management</b>	
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
<b>Environmental</b>	
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
<b>Landscape Architecture/Planning</b>	
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
<b>Expenses</b>	
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

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 26, 2022

Subject: Pavement Condition Study

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I reached out to the firm WithersRavenel to receive a quote for a pavement condition study. Our last pavement condition study was completed in 2013 and is no longer usable. This is the firm that completed the last pavement condition study and we were pleased with the results.

WithersRavenel \$19,900

August 25, 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](mailto: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 explain the findings of the PCS and the software analysis 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 pull-downs 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 - 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](mailto: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](mailto: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	Council Presentation	\$2,600
	<b>Total</b>	<b>\$19,900</b>

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

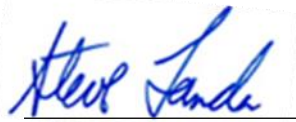
Receipt of an executed copy of this agreement will serve as the written agreement between WithersRavenel and Town of Erwin for the basic services outlined in Section C of this document. The attached Standard Terms and Conditions (Exhibit I), Fee & Expense Schedule (Exhibit II), and other Exhibits shown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

OFFERED BY:

ACCEPTED BY:

WithersRavenel

Town of Erwin



8/25/22

Steve Lander, P.E.  
Director of Pavement Management

Date

\_\_\_\_\_  
Snow Bowden  
Town Manager

Date

Attachments:

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

## EXHIBIT I

### Standard Terms and Conditions

WithersRavenel, Inc.

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

**1. Payment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



**EXHIBIT II**

**Fee & Expense Schedule**

Description	Rate
<b>Project Management</b>	
Client Experience Manager	\$ 209
Assistant Project Manager	\$ 161
Project Manager	\$ 177
Senior Project Manager	\$ 193
Principal	\$ 225
<b>Engineering</b>	
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
<b>Construction Administration</b>	
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
<b>Administration</b>	
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
<b>Geomatics</b>	
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
<b>Geographic Information Systems</b>	
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
<b>Funding &amp; Asset Management</b>	
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
<b>Environmental</b>	
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
<b>Landscape Architecture/Planning</b>	
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
<b>Expenses</b>	
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

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 26, 2022

Subject: Animal Services

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We have received a proposed inter-local agreement from Harnett County in regards to animal control. The county has proposed an updated to their Animal Control Ordinance that has language that references an inter-local agreement. There have been no changes to the municipal animal control ordinance at this time.



**MINUTES OF MAY 1, 2008 CONTINUED****CONSIDERATION OF MUNICIPAL ANIMAL CONTROL ORDINANCE & INTERLOCAL AGREEMENT**

Commissioner Ennis made a motion to adopt the Municipal Animal Control Ordinance & Interlocal Agreement with the County of Harnett and was seconded by Commissioner Corbett. The Board voted unanimously.

(Pages 7244 A-O)

**CONSIDERATION OF TOWN OF ERWIN PARTICIPATION IN FY 2008 SCATTERED SITE HOUSING PROGRAM**

The Community Development Block Grant has funds available to help those who qualify based on need to receive funds for home renovation. The County of Harnett will be taking applications and choosing the applicants. Erwin residents may pick up applications at Erwin Town Hall. There were three homes in Erwin who received the grants last year.

Commissioner Baker made a motion to participate in the FY 2008 Scattered Site Housing Program and was seconded by Commissioner Ennis. The Board voted unanimously.

**DISCUSSION OF PARTF SIGNATORY AUTHORITY**

Commissioner Baker made a motion to appoint Pamela S. Addison, Town Clerk/Assistant Finance Officer as the delegate of PARTF Signatory Authority and Commissioner Ennis seconded the motion. The Board voted unanimously.

**DEPARTMENT OF TRANSPORTATION MUNICIPAL AGREEMENT-TOWN OF ERWIN: MOWING**

Commissioner Whitman made a motion to approve the Mowing Agreement with the Department of Transportation and was seconded by Commissioner Ennis. The Board voted unanimously.

(Pages 7244 P-Z)

**OTHER BUSINESS**

Town Manager/Budget Officer Thornton presented the Board of Commissioner the FY 08/09 Proposed Budget.

Commissioner Baker made a motion to schedule a Budget Work Session Monday, May 12, 2008 at 6:00 PM. Commissioner Ennis seconded the motion. The Board voted unanimously.

Inter Department Budget Amendments were presented for Boards review.

**RECEIVED**  
BY *AW* | DATE *4/23/08*

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

# CONTENTS

## GENERAL PROVISIONS

SECTION XX	Purpose and Intent of Chapter
SECTION XXI	Establishment of Bird Sanctuary
SECTION XXII	Hunting and Killing of Animals
SECTION XXIII	Keeping Livestock within the Town / City Limits
SECTION XXIV	Number of Dogs Permitted
SECTION XXV	Number of Cats Permitted
SECTION XXVI	Confinement and Running at Large
SECTION XXVII	Possession of Animals and Strays
SECTION XXVIII	Impoundment and Reclaiming of Captured Animals
SECTION XXIX	Potentially Dangerous and Dangerous Dogs
SECTION XXX	Inherently Dangerous Exotic Animals
SECTION XXXI	Enforcement, Penalties and Remedies
SECTION XXXII	Ordinance in Conflict

## **SECTION XX Purpose of Chapter**

The purpose of this chapter is to provide and define authority of the Harnett County Animal Control department within the towns of Angier, Coats, Erwin and Lillington. Harnett County Animal Control has charge of protecting the citizens of these towns from rabies transmitted by unconfined, uncontrolled or un-immunized animals, to regulate animals that may be a nuisance, to insure that all animals are treated in a humane manner and in the promotion of responsible pet ownership and animal welfare. Harnett County Animal Control in cooperation with the towns of Angier, Coats, Erwin and Lillington are hereby charged with the responsibility of Animal Control in conjunction within these town's jurisdictions. This ordinance will supersede all town Animal Control ordinances and shall pertain to the towns of Angier, Erwin, Coats and Lillington only. The most current Harnett County Animal Control ordinance shall also pertain to the Towns in agreement of this ordinance.

## **SECTION XXI Establishment of Bird Sanctuary**

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

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

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

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

## **SECTION XXIII            Keeping Livestock and Fowl**

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

- (A) It shall be unlawful for any person to maintain, keep, house or stable any: horse, mule, pony, cow, sheep, goat or any livestock or fowl within the corporate limits of the Town within 500 feet of any residential of commercial building, school grounds, church or other establishment.
- (B) It shall be unlawful for any person to maintain, keep or house any cattle, goat, horse or other Livestock or Fowl on a fenced lot containing less then one (1) acre.
- (C) It shall be unlawful for any person to maintain, keep or house within the town any swine.
- (D) It shall be unlawful to permit any fowl, including but not limited to chickens, ducks, geese, turkeys, guineas or other fowl, to run at large within the corporate limits of the Town.
- (E) Any Fowl kept within the corporate limits of the Town must be contained by a fence, building or other enclosure that will ensure that the fowl will not run at large.
- (F) Any Fowl found running at large may be taken into possession and/or destroyed by Harnett County Animal Control anywhere within the corporate limits of the town.
- (G) No more than six (6) Fowl, including but not limited to chickens, ducks, Geese, turkeys, guineas or other Fowl may be kept on a lot containing one (1) acre or less.

## **SECTION XXIV            Number of Dogs**

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

## **SECTION XXV            Number of Cats**

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

**SECTION XXVI            Confinement and Running at Large**

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

**SECTION XXVII            Possession of Animals and Strays**

- (A) It shall be unlawful for any person in the town knowingly and intentionally, unless with consent of the owner, to harbor, feed and keep in their possession by confinement or otherwise allow to remain on their property any animal which does not belong to them unless they notify Harnett County Animal Control within forty-eight (48) hours from the time such animal came into his possession.
- (B) Any person who feeds a stray animal and/or allows the animal to stay on their property for at least two (2) days will be considered the legally responsible for such animal and any violations caused by the animal.
- (C) It shall be unlawful for any person to refuse to surrender any such stray animal to the Police Department or Harnett County Animal Control or person duly authorized upon demand.
- (D) The purpose of this section is to aid in rabies control and to prevent the intentional or unintentional possession of pets belonging to other persons.

**SECTION XXVIII            Impoundment and Reclaiming of Captured Animals**

- (A) Any animal within the Town without an owner, any animal running at large within the Town, or any animal whose owner fails to have the animal vaccinated in accordance with the laws of the State, or an animal appearing within the Town without a rabies vaccination tag shall be taken by Harnett County Animal Control and confined for a period of time until reclaimed by the owner with a pre-paid rabies voucher, adopted with a pre-paid rabies voucher or euthanized by the Harnett County Animal Control Department.

- (B) If any animal is not redeemed by the owner within three (3) days from the time Animal Control takes possession of the animal, the animal shall be put up for adoption or disposed of under the regulations set forth by the Harnett County Animal Control Ordinance and the North Carolina General Statutes.
- (C) In order for the owner to redeem an animal, such owner must first show that the rabies vaccination tag has been procured. In addition the owner shall pay a penalty according to the Harnett County Animal Control Ordinance for allowing the animal to run at large. The fee may be adjusted in the new fiscal years in the Harnett County Animal fees. The owner must pay daily expenses for boarding and caring for the animal.

**SECTION XXIX Potentially Dangerous and Dangerous Dogs**

- (A) It shall be unlawful for a citizen to keep a dog within the corporate limits of the Town a dog that has been deemed potentially dangerous or Dangerous by Harnett County Animal Control.
- (B) Any owner found in violation of this section will be required to release the dog to the Harnett County Animal Control Department for euthanasia and will face a civil fine of \$400.00.

**SECTION XXX Inherently Dangerous Exotic Animals**

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

**SECTION XXXI Enforcement, Penalties and Remedies**

**Enforcement Administration**

Primary responsibility for enforcing the provisions of this chapter is assigned to the Harnett County Animal Control Department. Municipal Police Departments will assist when needed.

**Penalties and Remedies**

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

**SECTION XXXII Ordinance in Conflict**

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

**Ordinance Adoption**

This Ordinance shall become effective upon adoption.

Adopted this the 1<sup>st</sup> day of May 2008 by the Town of Erwin  
ATTEST:

Pamela S. Addison  
Town Clerk

Patsy M. Corson  
Mayor

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2007 by the Town of \_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2007 by the Town of \_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2007 by the Town of \_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor

**Ordinance Adoption**

This Ordinance shall become effective upon its adoption.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2007.  
ATTEST:

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Chairman, Harnett County Board  
Of Commissioners



- New  
approved  
in our  
records

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

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Originally adopted January 08, 2008  
Amended November 18, 2013

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## **SECTION XX Purpose of Chapter**

The purpose of this chapter is to provide and define authority of the Harnett County Animal Services department within the towns of Angier, Coats, Erwin and Lillington. Harnett County Animal Services now has charge of protecting the citizens of these towns from rabies transmitted by unconfined, uncontrolled or un-immunized animals, to regulate animals that may be a nuisance, to insure that all animals are treated in a humane manner and in the promotion of responsible pet ownership and animal welfare. Harnett County Animal Services in cooperation with the towns of Angier, Coats, Erwin and Lillington are hereby charged with the responsibility of Animal Services in conjunction within these town's jurisdictions. This ordinance will supersede all town Animal Services ordinances and shall pertain to the towns of Angier, Erwin, Coats and Lillington only. The most current Harnett County Animal Services ordinance shall also pertain to the Towns in agreement of this ordinance.

## **SECTION XXI Establishment of Bird Sanctuary**

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

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

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

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

## SECTION XXIII      Keeping Livestock and Fowl

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

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

## SECTION XXIV      Number of Chickens

- (A) A maximum of **six (6) hens** (*Gallus gallus domesticus*) will be allowed per household.
- (B) **NO Roosters or other poultry breeds will be permitted.**
- (C) No free-ranging permitted Hens must be kept in a chicken coop or enclosed runs at all times and are not permitted to roam freely on the Owner's lot.
- (D) The location of the coop and in closed run must be in the rear of the Owner's lot as determined by the line projected along the rear of the dwelling to each sideline and be 20 feet away from the adjoining Lots.
- (E) The coop and enclosed run must be a **minimum** of ten feet (10') in length and ten feet (10') in width and a **maximum** of sixteen feet (16') in length and sixteen feet (16') in width.
- (F) Coop design should provide ample ventilation to avoid odors and be made predator proof.
- (G) All manure and wood shavings from the coop must be disposed of properly by removing off-site by the owner or professional removal service.

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

**SECTION XXV            Number of Dogs**

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

**SECTION XXVI            Number of Cats**

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

**SECTION XXVII            Confinement and Running at Large**

- (A) No person owning or having possession, charge, custody or control of any animal may cause, permit or allow the animal to stray or in any manner to run at large upon any public street, sidewalk or other public property or to stray, run at large or otherwise trespass upon the private property of another.
- (B) It shall be unlawful for the owner of any animal to allow such animal to be at large on any Town property.

- (C) It shall be unlawful for any person owning, harboring, keeping or in charge of any animal to fail or refuse to remove feces deposited by the animal on any street, sidewalk, park or other publicly owned property.
- (D) It shall be unlawful for the owner of any animal to fail or refuse to remove feces deposited by the animal on any private property.

**SECTION XXVIII Possession of Animals and Strays**

- (A) It shall be unlawful for any person in the town knowingly and intentionally, unless with consent of the owner, to harbor, feed and keep in their possession by confinement or otherwise allow to remain on their property any animal which does not belong to them unless they notify Harnett County Animal Services within forty-eight (48) hours from the time such animal came into his possession.
- (B) Any person who feeds a stray animal and/or allows the animal to stay on their property for at least two (2) days will be considered the legally responsible for such animal and any violations caused by the animal.
- (C) It shall be unlawful for any person to refuse to surrender any such stray animal to the Police Department or Harnett County Animal Services or person duly authorized upon demand.
- (D) The purpose of this section is to aid in rabies control and to prevent the intentional or unintentional possession of pets belonging to other persons.

**SECTION XXIX Impoundment and Reclaiming of Captured Animals**

- (A) Any animal within the Town without an owner, any animal running at large within the Town, or any animal whose owner fails to have the animal vaccinated in accordance with the laws of the State, or an animal appearing within the Town without a rabies vaccination tag shall be taken by Harnett County Animal Services and confined for a period of time until reclaimed by the owner with a pre-paid rabies voucher, adopted with a pre-paid rabies voucher or euthanized by the Harnett County Animal Services Department.
- (B) If any animal is not redeemed by the owner within three (3) days from the time Animal

Control takes possession of the animal, the animal shall be put up for adoption or disposed of under the regulations set forth by the Harnett County Animal Services Ordinance and the North Carolina General Statutes.

- (C) In order for the owner to redeem an animal, such owner must first show that the rabies vaccination tag has been procured. In addition the owner shall pay a penalty of fifty (50) dollars for allowing the animal to run at large. The fee may be adjusted in the new fiscal years in the Harnett County Animal Services fees. The owner must pay daily expenses for boarding and caring for the animal.

### **SECTION XXX Potentially Dangerous and Dangerous Dogs**

- (A) It shall be unlawful for a citizen to keep a dog within the corporate limits of the Town a dog that has been deemed potentially dangerous or Dangerous by Harnett County Animal Services.
- (B) Any owner found in violation of this section will be required to release the dog to the Harnett County Animal Services Department for euthanasia and will face a civil fine of \$400.00.

### **SECTION XXXI Inherently Dangerous Exotic Animals**

Shall be in accordance with the Harnett County Animal Services Ordinance

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

#### **Enforcement Administration**

Primary responsibility for enforcing the provisions of this chapter is assigned to the Harnett County Animal Services Department. Municipal Police Departments will assist when needed.

#### **Penalties and Remedies**

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

### **SECTION XXXIII Ordinance in Conflict**

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

### **Ordinance Adoption**







## **County of Harnett ANIMAL SERVICES ORDINANCE**

**Originally adopted November 16, 1993**

Amended December 4, 1995

Amended January 6, 1997

Revised May 6, 2002

Revised April 17, 2006

Revised June 4, 2018

Revised August \_\_, 2022

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~~**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS  
OF HARNETT COUNTY**~~

**SECTION I. TITLE**

This Ordinance shall be known and cited as the “Harnett County Animal Services Ordinance” (hereinafter referred to as “Ordinance”).

**SECTION II. PURPOSE**

There is created the ~~Animal Control Division of Harnett County~~Harnett County Animal Services Division ( hereinafter referred to as “Animal Services”), which shall be composed of the General Services Director, ~~Animal Control Program Manager~~Animal Services Manager and such employees as shall be determined by the General Services Director and ~~Animal Control Program Manager~~Animal Services Manager and funded by the Board of Commissioners. ~~The General Services Director, Animal Control Program Manager and the employees shall be compensated in accordance with the personnel policies of Harnett County.~~

~~The Animal Control Services Division~~ shall designate employees or agents enforcing this Ordinance as Animal Control Officers. In performance of their duties, ~~A~~Aanimal ~~C~~Control ~~O~~Officers shall have the power, authority, and immunity granted under this Ordinance and by the general laws of this state to enforce the provisions of this ordinance, and the General Statutes as they relate to the care, treatment, control, or the impounding of animals.

Except as may be otherwise provisions of this Ordinance or other applicable laws shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of such duties unless he acts with actual malice.

It shall be unlawful for any person to interfere with, hinder, or molest any ~~A~~Aanimal ~~C~~Control ~~O~~Officer, police officer, veterinarian, or other duly appointed agent while in performance of any duty authorized by this Ordinance or State law or seek to release any animal in the custody of such agent, except in the manner as herein provided. Each ~~A~~Aanimal ~~C~~Control ~~O~~Officer while performing his/her respective duties shall wear an identification insignia of size and design to be determined by the General Service Director and the ~~Animal Control Program Manager~~Animal Services Manager.

Animal ~~C~~Control ~~O~~Officers may store at the ~~animal control~~ Animal Services office or carry in departmental vehicles firearms approved for use and use such firearms when necessary to enforce sections of this Ordinance or under applicable laws for the control of wild, dangerous, vicious or diseased animals.

~~State Law reference—Appointment of animal control officers authorized, G.S. 67-30 et seq.; ordinance power and enforcement, G.S. 153-121 et seq.; Interference unlawful, G.S. 19A-48.~~

### SECTION III. DEFINITIONS

1. *Adequate Food* – The provision at suitable intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff suitable for the species and age and sufficient to maintain a reasonable level of nutrition in each animal. Such foodstuff shall be served in a receptacle, dish, or container that is physically clean and in which agents injurious to health have been removed or destroyed to a practical minimum.
2. *Adequate Shelter* – Shelter which will keep a nonaquatic animal dry, out of direct path of winds, out of direct sun, and at a temperature level that is healthful for the animal. For dogs, cats and other small animals, the shelter shall be a windproof and moisture-proof structure of suitable size to accommodate the animal and allow retention of body heat. It shall include four walls, a roof, and a solid floor raised up off the ground, with an opening entrance large enough to allow access to the animal, but placed in such a way to keep the animal out of the direct path of winds. Barrels, pet crates, and similar devices do not provide adequate shelter for a dog, cat or other small animal and are prohibited for that purpose. The structure shall be provided with sufficient quantity of suitable bedding material consisting of hay, straw, cedar shaving, or the equivalent. For all animals the containment area shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with any such waste or debris, and a suitable method of draining shall be provided to rapidly eliminate excess water or moisture. Aquatic or semi-aquatic animals shall have an adequate amount of clean water in which to move. **Adequate shelter does not apply to the following domesticated livestock:** cattle, oxen, bison, sheep, swine, goats, horses, ponies, mules, donkeys, hinnies, llamas, alpacas, lagomorphs, ratites, and poultry.
3. *Adequate Water* – A constant access to a supply of clean, fresh water provided in a sanitary manner. In a near or below freezing temperatures, the water must be changed frequently to prevent freezing, unless heated.

~~4.1. *Adequate Food* – The provision at suitable intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff suitable for the species and age and sufficient to maintain a reasonable level of nutrition in each animal. Such foodstuff shall be served in a receptacle, dish, or container that is physically clean and in which agents injurious to health have been removed or destroyed to a practical minimum.~~

~~5. *Adoptions Coordinator / Shelter Program Manager* – the person placed in charge of Adoptions and Shelter operations or authorized representative.~~

~~6.4. *Animal* – Any live, vertebrate creature, wild or domestic, other than human beings.~~

~~7.5. *Animal Services Director/Manager* – The director/manager of Harnett County Animal Services or authorized representative.~~

~~8. *Animal Control Program Manager* – The person placed in charge of Harnett County Animal Control or authorized representative.~~

~~6. *Animal Control Officer* – employees and agents designated by Harnett County Animal Control Services to enforce this Ordinance. In the performance of their duties, animal control officers shall have all the powers, authority and immunity granted under this Ordinance and by the general laws of this state to enforce the provisions of this Ordinance, and the North Carolina General Statutes as they relate to the care, treatment, control or impounding of animals.~~

~~9-7. *Cat* – A domestic feline of either sex of the genus and species *Felis catus*.~~

~~8. *Crossbreed* – An animal produced by mating or hybridizing two different species, breeds, or varieties and offspring from all subsequent generations of that crossbred animal, such as the crossbreed between a wolf and a dog.~~

~~10-9. *Direct Control and Restraint* – An animal is under direct control and restraint if it is~~ D

~~obedient to a competent person's commands at all times; is within a secure enclosure; is obedient to an electronic collar or wireless device; is located within a vehicle, trailer, or other conveyance; or is leashed, chained, or restrained by a device of sufficient strength by a person or to a fixed object. A service dog and a hunting or working dog in the field or working are presumed to be under direct control and restraint.~~

~~11-10. *Dog* – A domestic canine of either sex of the genus, species, and subspecies *Canis lupus familiaris*.~~

~~12-11. *Euthanasia* – The humane destruction of an animal accomplished by a method that involves rapid unconsciousness and immediate death or by a method that involves anesthesia, produced by an agent which causes painless loss of consciousness, and death during such loss of consciousness.~~

~~13-12. *Exotic Animal* – Any animal or reptile which is not native or indigenous to North Carolina, does not have an established wild population in North Carolina, or is not regulated by the North Carolina State Wildlife Commission.~~

~~14-13. *Feral Cat* – Cats unsuitable for adoption, as determined by the General Services Director or Animal Services Manager or designee.~~

~~15-14. *Feral Dog* – Dogs unsuitable for adoption, as determined by the Animal Services Manager or General Services Director or designee.~~

~~16~~.15.

*Ferret – A domestic mammal of the genus, species, and subspecies *Mustela putorius furo*.*

~~17~~.16.

*General Services Director* - The Director of the Harnett County General Services Department or authorized representative. The General Services Director is responsible for overall management of Animal Services; incorporating both Animal Control and Shelter Operations.

~~18~~.17.

*Health Director* – The Director of the Harnett County Health Department or authorized representative.

~~19~~.18.

*Hunting/Working Dog* – A dog which is trained or being trained to assist in herding or hunting activities.

~~20~~.19.

*Isolation/Quarantine* – The placing of an animal away from all other animals, food, and equipment in the area, for the sole purpose of preventing the spread of disease.

~~21~~.20.

*Neutered Male* – Any male which has been surgically operated on or medically treated to prevent reproduction.

~~22~~.21.

*Owner/Person in Possession* – Any person, group of persons, firm, partnership, or corporation owning, keeping, having charge of, sheltering, feeding, possessing, or taking care of any animal.

~~23~~.22.

*Reptile* – Any cold-blooded air breathing vertebrate with horny scales or plates such as a snake, lizard, or tortoise.

~~24~~.23.

*Running at Large* – The running or wandering of animal(s) not under direct control of the owner, caretaker, and/or possessor that is not restrained by fence, tether, or other enclosure.

~~25~~.24.

*Sanitize* – To make physically clean, remove and destroy to a practical minimum, agents injurious to health.



~~26-25.~~

*Secure Enclosure* – An enclosure from which an animal(s) cannot escape unless freed by an owner, caretaker, and/or possessor.

~~27-26.~~

*Service Dog* – Any dog which is trained or being trained to do work or perform tasks for a person who is blind, hearing impaired, or otherwise disabled. A dog whose sole function is to provide comfort or emotional support does not qualify as a service dog.

~~28-27.~~

*Spayed Female* – Any female animal which has been surgically operated upon to prevent reproduction.

~~29-28.~~

*Stray Animal* – A domesticated animal that roams at large ~~with no apparent ownership and is not wearing any tags, microchips, tattoos, or other methods of identification.~~

~~30-29.~~

*Tethering/Chaining* – a chain, cable, rope, or the like, by which an animal is fastened to a fixed object so as to limit its range of movement.

~~31-30.~~

*Vaccination* – The administration of anti-rabies vaccine, approved by the United States Bureau of Animal Industry, the North Carolina Department of Agriculture, and the North Carolina Commission for Public Health.

~~32-31.~~

*Veterinary Hospital* – An establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of disease and injuries of animals.

~~33-32.~~

*Wild Animals* – All warm and cold blooded animals (~~other than livestock~~) not normally domesticated including, but not be limited to, lions, tigers, or other wild cats, wolves, bears, raccoons, monkeys, apes, reptiles, and any other non-domesticated animals ~~including hybrids bred with these animals and domestic species, that because of their size or dangerous propensity or because they are poisonous, venomous, or for any other substantial reason, pose a potential danger to persons, other animals, or property, whether bred in the wild or in captivity.~~

#### **SECTION IV. AUTHORITY AND RESPONSIBILITY OF HARNETT COUNTY ANIMAL CONTROL SERVICES**

1. Animal ~~Control Services~~ responsibilities:

A. Enforcement of all state laws, Harnett County (“County”) county ordinances, health regulations, and resolutions relating to the care, custody, and control of domestic

animals, especially with regard to vaccination of dogs, cats, and ferrets against rabies, and the secure confinement or leashing and muzzling of dangerous and/or vicious animals within the County. ~~Notwithstanding the foregoing, reference is particularly made to G.S. 67-1 et seq. (Dogs) and G.S. 130A-184 et seq. (Public Health)~~

- B. Investigation of animal cruelty, ~~animal~~ abuse, or neglect with the regard to dogs, cats, and other domestic animals.
- C. Making such canvass of the County, including homes in the County, as deemed necessary for the purpose of ascertaining that all dogs, cats, and ferrets are duly vaccinated against rabies.
- D. Issuance to the owner of a citation for rabies vaccination for any unvaccinated dog, cat, and ferret four months of age or older. The animal shall be vaccinated by a licensed veterinarian, a registered veterinary technician under the direct supervision of a licensed veterinarian, or certified rabies vaccinator and the proof of certification is to be returned to the animal control division by the owner of the dog, cat, or ferret within three business days. If the rabies vaccination is administrated within 72 hours, the citation shall be void. Individuals who fail to vaccinate their pet within 72 hours may be issued another citation.
- E. Issuance of civil citations to any person if there is probable cause to believe that such person has violated any of the provisions of this Ordinance. Citations so issued may be served in person upon the violator by the ~~animal control program manager~~Animal Services Manager or any ~~A~~animal ~~C~~ontrol ~~O~~fficer or they may be mailed by certified mail. Any citation so served or mailed shall direct the alleged violator to make payment of the fine provided therein to ~~Animal Control Division~~Animal Services on or before a specific date stated on the citation and the period so specified shall not be less than ~~thirty (30) 20 business~~ thirty (30) days after service. If the violator is served by mail, the violator shall have ~~20 business~~thirty (30) days from the date of the citation to pay said citation. The citation fines may be recovered by the County in a civil action in the nature of debt if the offender does not pay the penalty within ~~20 business~~thirty (30) days after being cited. Except for the appeal processes set forth for public nuisances in Article VI and dangerous dogs in Article VIII of this Ordinance, aAny alleged violator may make written appeal of the citation to the ~~Animal Control Program Manager~~General Services Director or his/her designee within ~~20 business~~thirty (30) days of the date of the citation. ~~The right to appeal from the Animal Control Program Manager~~General Services Director is to the Harnett County Superior Court. All orders issued by the Harnett County Public Health Director must be appealed to Harnett County Superior Court.

- F. In addition to and/or in lieu of the civil citation provided for in the above subsection, the ~~animal control program manager~~Animal Services Manager or any ~~A~~animal Control Officer may forthwith have a criminal complaint entered against the violator and secure and issue a warrant for his/her arrest or issue a summons against such person to appear in court. The arrest or summons shall be for the violation section of this ~~O~~Ordinance charged in the citation, and upon conviction, the defendant shall be subject to the penalties prescribed by this ~~O~~Ordinance.
- G. Maintenance of all records with respect to the citation forms and their disposition so that all such forms be capable of an immediate accounting. Records of citations shall be maintained in the ~~Animal Control~~Animal Services Office.
- H. Periodic investigation by the General Services Director or his/her representative of the records of ~~the division~~Animal Services for the purpose of determining the disposition of the citation forms and shall report the result of such investigation to the County Manager ~~from time to time upon request by the County Manager~~. For the purpose of making this investigation, he/she shall have access to the records of ~~the division~~Animal Services.

~~State Law reference — G.S. 130A-34 et seq.; G.S. 130A-185 et seq.; provision of local health~~

2. Animal Control Officer responsibilities:

- A. Enforcement - Have the power to issue citations for the violation of the Harnett County Animal Services Ordinance and other laws of the State of North Carolina relating to the ownership, control, care, and custody of dogs, cats and other animals.
- B. Investigate Cruelty to Animals - Investigating cruelty or abuse to dogs, cats, and other animals.
- C. Rabies Control – Act as rabies control officers and enforce and carry out all laws of North Carolina and all Harnett County ordinances ~~of Harnett County~~ pertaining to rabies control.
- D. Animal Bites – Be responsible for the investigation of all reported animal bites and for the quarantine of any such animal for a period of not less than ten (10) days. Be responsible for the procedures required for rabies testing if needed.
- E. Seizure and Impoundment – Be responsible for the seizure and impoundment, where deemed necessary, of any dog, cat, or other animal in Harnett County involved in a violation of this or any other County ordinance or any state statute.

**SECTION V: RECORD KEEPING AT ANIMAL SERVICES**

It shall be the duty of the ~~Adoptions Coordinator / Shelter Program Manager~~ Animal Services Manager to keep, or cause to be kept, accurate and detailed records of the below listed items and be responsible for the operation of the Harnett County Animal Shelter.

1. Origin of animals and the date the animals were received.
2. Description of animals including species, age, sex, breed, color markings and microchip identification.
3. Location of animals if not kept at the animal shelter.
4. Disposition of animals and the corresponding date.
5. Bite quarantine and complaints.
6. All monies belonging to the County which are derived from impoundment fees, penalties, sale, and/or auction of animals.
7. All other records deemed necessary by the Animal Services ~~Program Manager or~~ designee.

#### SECTION VI: ANIMAL CONTROL – OFFENSES

~~State Law reference—Animal Welfare Act, G.S. 19A-20 et seq.~~

1. Dogs Not Under Direct Control: ~~N.C.G.S. 67-12~~—A dog not under direct control of its owner, ~~caretaker and/or or the person in possessor-possession~~ determined to be at large by ~~the-an~~ Animal Control Officer. The owner or person in possession, caretaker, and/or possessor, if identified, will be subject to Penalties in Section ~~XV-XIII~~ of this ordinance.

**Exemption:** A hunting or working dog in the field training or working will be considered to be under direct control.

2. Female Dog During Estrus Period - A female dog during the estrus period must be kept in a secure enclosure and be at all times under restraint. Restraint in this instance does not mean tethered to a stationary object without being confined in a secure enclosure.
3. ~~N.C.G.S. 67.2 67-2~~ Permitting bitch at large ~~-~~—If any person owning or having any bitch shall knowingly permit her to run at large during the erotic stage of copulation he shall be guilty of a Class 3 misdemeanor.
4. Possession of Animals Owned by Others: ~~N.C.G.S. 14-81, 14-82, 14-85, 14-100~~—It shall be unlawful for any person to knowingly or intentionally, unless with the consent of the owner, or the person in possession, to harbor, feed or keep in his/her possession, by confinement or otherwise, any dog, cat or other animal which does not belong to him/her unless he/she has within forty-eight (48) hours from the time that such dog, cat or other animal has come into his/her possession notified the Animal Services Office. The purpose of this ~~—S~~section is to aid in rabies control, and to prevent the intentional

possession of pets belonging to other persons. Any person who gives away, sells, or allows otherwise stray or abandoned animal to be adopted without first notifying the animal shelter, shall have no authority over the animal and ownership shall remain with the previous owner to the extent the previous owner is able to be identified.

5. ~~Vicious and Public Nuisance~~ Animals: ~~N.C.G.S. 130A-200~~

~~The Harnett County Animal Control Program Manager or Animal Control Officer~~Harnett County Health Department Director may declare an animal to be vicious and a menace to the public health when the animal has attacked a person ~~or other domestic animal~~ causing bodily harm without being teased, molested, provoked, beaten, tortured, or otherwise harmed. When an animal has been declared to be vicious and a menace to the public's health, the ~~Health Department Director shall order the animal to be confined to the owner's or person in possession's property. However, the animal may be permitted to leave its owner's or person in possession's property when accompanied by a responsible adult and restrained on a leash. animal may be seized or impounded and the owner of said animal could be subject to a fine of not less than \$100.00. The Program Manager or Animal Control Officer shall order the animal to be confined to its owner's property. However, the animal may be permitted to leave its owner's property when accompanied by a responsible adult, muzzled and restrained on a leash. The Program Manager may request an animal to be surrendered by its owner to Animal Services if it has violated items (1 and 5 of section B) (3) three or more times within a (12) twelve month period.~~

6. Public Nuisance:

- A. ~~An Animal Control Officer, Animal Services Manager, General Services Director, or any other person permitted by this Ordinance or law may determine a~~An animal may be determined by an Animal Control Officer to be a public nuisance when it commits any of the following acts: two or more times, or any combination of two or more of the following acts one or more times:
1. ~~Habitually or repeatedly, without provocation, c~~Chases, snaps at, attacks or otherwise molests pedestrians, bicyclists, motor vehicle passengers, farm livestock, or domestic animals even if the animal never leaves the owner's or person in possession's property, except that this provision shall not apply if such animal is restrained by a pen, fence, or other secure enclosure; or
  2. ~~Damages the real or personal property of anyone other than its owner or person in possession including, but not limited to, t~~Turnings over garbage pails, damaging gardens, flowers, shrubbery, trees, fences, gates, equipment, or vehicles, causing physical harm to domesticated pets or livestock; or
  3. ~~Damages gardens or other foliage or other real or personal property; or~~
  4. ~~Habitually or continuously barks, whines, or howls in an excessive nature; or~~

~~5.3.~~ Habitually or continuously loiters on school grounds or official county recreation areas; or

~~6.4.~~ ~~Habitually w~~Walks on or sleeps on automobiles of another person; or

~~7.5.~~ Is not confined to a building or secure enclosure when in estrus; or

~~8.6.~~ ~~Habitually or repeatedly e~~Eliminates on private property without the permission of the property owner; or

~~9.7.~~ Is diseased or dangerous to the health of the public; or

~~10. Is housed or restrained less than five feet from a public street, road, or sidewalk and, in the discretion of the animal control officer, poses a threat to the general safety, health, and welfare of the general public; or~~

~~Commits other acts that constitute a public nuisance. \_\_~~

## B. Violations

### 1. Determining Violations

a. Animal Control Officer, Animal Services Manager, or Law Enforcement Officer: An Animal Control Officer, Animal Services Manager, or Law Enforcement Officer who observes a violation of this Section shall provide to the owner or person in possession of the animal written notification of the nature of the violation(s) in the form of an Abatement Order that shall indicate that unless these violations are abated and measures taken to prevent their reoccurrence within twenty-four (24) hours or such lesser time as designated in the notice, the owner or person in possession shall be required to remove the animal from the County.

b. Written Complaint: Upon receipt of a written detailed and signed complaint alleging a public nuisance violation, the Animal Services Manager shall cause the owner or person in possession of the animal in question to be notified that a complaint has been received and shall investigate the complaint and make written findings. If the written findings confirm a violation of this Section, the Animal Services Manager shall provide the owner or person in possession written notification of the nature of the violation(s) in the form of an Abatement Order that shall indicate that unless these violations are abated and measures taken to prevent their reoccurrence within twenty-four (24) hours or such lesser time as designated in the notice, the owner or person in possession shall be required to remove the animal from the County.

2. Failure to Abate Violation: If the public nuisance is not abated in accordance with the Abatement Order, then the Animal Services Manager shall notify the owner or person in possession in writing that the animal may be impounded, a civil penalty may be issued, and/or a criminal summons may be issued.
3. Animals Removed from the County: The owner or person in possession of any animal that has been removed from the County pursuant to this Section shall, within five (5) days after removal, inform the Animal Services Manager in writing of the animal's present location, including the name, address, and telephone number of the animal's new owner or person in possession. If the animal has been destroyed, the Animal Services Manager shall be informed of the name, address, and telephone number of the person who destroyed such animal.
4. Subsequent Violations: The Animal Services Manager may impound an animal if a third verified violation occurs within one year of any previous violations of this Section.
- ~~4.5.~~ Right of Appeal. An owner or person in possession may appeal an Order of Abatement to the General Services Director within five (5) days of receipt of the Order. An owner or person in possession may appeal the General Services Director's determination to the Dangerous Dog Committee in accordance with the procedures set forth in Section IX.3.B.

6.7. Injuring or Trapping of Animals:

- A. No person shall set or expose an open jaw trap, leg hold trap, or any type of trap which would likely cause physical harm or injury to any animal. This provision shall not apply to persons licensed by the State to trap animals, to Animal Control Officers or to persons using live capture traps.
- B. No person shall maliciously tease, molest, bait, or in any way bother any animal.

7.8. Diseased, Injured or Sick Animals: ~~N.C.G.S. 14-360~~

Any ~~person owning or having any animal under his charge~~ owner or person in possession which ~~he~~ knows or suspects to be sick or injured shall isolate the animal and shall obtain or provide appropriate treatment for such animal within two (2) business days or have the animal humanely euthanized.

8.9. Animal Abandonment: ~~N.C.G.S. 14-361.1~~

- A. No person shall abandon or cause to be abandoned, their dog, cat, or any other type of animal.
- B. No person shall take in their possession an animal they do not own and take the animal(s) to another to be or cause to be abandoned.

9-10. Tether Violation: ~~N.C.G.S. 14-362.3~~

- A. It shall be unlawful to tether an animal to a stationary object for a period of time or under conditions that an Animal Control Officer deems harmful or potentially harmful to the animal. Tethering may be allowed in certain cases if there is no sign of obvious neglect and the animal is not exhibiting health or temperament problems.
- B. Tether ~~should~~shall have swivels on both ends to reduce entanglement. Choker chains, chains no less than 15 feet in length, or prong (pinch) collars are prohibited while animal is tethered. Animal must be given access to adequate food, water and shelter while tethered.
- C. No owner or ~~the~~ person in possession shall have over three dogs chained or tethered on their property at any given time except that an owner or person in possession may have more than three hunting dogs chained or tethered on the property so long as such hunting dogs are provided adequate food, shelter, and water and other necessary provisions to ensure the health and safety of such dogs.  
This allows dogs to be in kennels or runs and does not limit the amount of dogs on the property.

~~9. "Dangerous" or Potentially Dangerous dog Violation: N.C.G.S. 67-4.1, 67-4.2, 67-4.3~~

~~Due to the dangerous conditions of these animals, any violation of this section authorizes Animal Services immediate authority to impound the dog. This does not relieve the owner of any penalties or fees that result from impounding the animal. No owner of a dog deemed "dangerous" or "potentially dangerous" may violate the conditions required in keeping of said animal as listed in Section X of this ordinance.~~

10-11. It shall be unlawful for any person to molest, torture, deprive of necessary sustenance, cruelly beat, needlessly mutilate or kill, wound, injure, poison, abandon, or subject to conditions detrimental to its health or general welfare any animal or to cause or procure such action. The term "torture," "torment," or "cruelty" shall be held to include every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted; but such terms shall not be construed to prohibit lawful shooting of birds, deer, and other game for human food, nor to prohibit animal services or its agents or the humane society or veterinarians from destroying dangerous, unwanted, sickly or injured animals in a humane manner.

11-12. It shall be unlawful for any person to keep animals under unsanitary or inhumane conditions, or to fail to provide proper food and water at all times, shelter from the weather, reasonably clean quarters, and proper medical attention for sick, diseased, or injured animals ~~as defined in G.S. 19A-23~~, as well as adequate inoculation against disease, according to the species of the animal kept.



## SECTION VII. RABIES CONTROL

### 1. Immunization:

It shall be unlawful for any dog ~~or~~, cat, or ferret owner or the person in possession to keep any such animal which is four months of age or older unless such animal has been immunized against rabies in accordance with North Carolina Statute with an approved rabies vaccine. This vaccine is to be administered by a licensed veterinarian or a certified rabies vaccinator.

### 2. Bites:

- A. When a person has been bitten by a dog, cat, or ferret, the person or parent, guardian or person standing in loco parentis of the person, and the owner or person in control of the animal shall immediately notify the Health Director and provide the name and address of the person bitten and the owner or person in possession of the animal. Wounds inflicted by any animal upon humans shall be reported immediately to the Animal Control Division or the Sheriff's Office by the person who has been bitten, or in the case of a child his/her parent(s), guardian(s) or other responsible party. Physicians treating an animal bite wound shall report the incident to the Sheriff's Department or Animal Control Health Director within twenty-four (24) hours of treatment.
- B. Every dog ~~or~~ cat, or ferret that bites a human being and does not have a valid rabies vaccination tag shall be surrendered by its owner or person in possession to an Animal Control Officer upon request. The animal shall be confined for observation for no less than ten (10) days at the Harnett County Animal Shelter. The owner or person in possession shall be responsible for the cost of such confinement.
- C. Every dog or cat that bites a human being and has a valid rabies vaccination tag shall be surrendered by its owner or ~~the~~ person in possession to an Animal Control Officer upon request or to a licensed veterinary hospital, at the choice of the owner or person in possession, where the animal shall be confined for observation for not less than ten (10) days at a place designated by the Health Director. The owner or ~~the~~ person in possession shall be responsible for the cost of such confinement. ~~An Animal Control Officer may~~ Upon review of the circumstances of the particular case, the Health Director may, at his discretion, permit the animal to be confined on the premises of the owner or ~~the~~ person in possession. ~~only when, after personal inspection by the Officer, he/she determines that there is a suitable secure enclosure on the premises and that other circumstances warrant such action.~~ The Health Director may authorize a dog trained and used by a law enforcement agency to be released from confinement to perform official duties upon submission of proof that the dog has been vaccinated for rabies in compliance with this Section.
- D. In the case of stray animals whose ownership is not known, the supervised quarantine required by this section shall be at the Animal Shelter. If the owner or person in possession cannot be identified within seventy-two (72) hours of the

event, the Health Director may authorize the animal be euthanized and the head of the animal shall be immediately sent to the State Laboratory of Public Health for rabies diagnosis. If the event occurs on a weekend or State holiday, the time period for owner or person in possession identification shall be extended twenty-four (24) hours.

E. If evidence of rabies does not develop within ten (10) days after a dog, cat, or ferret is quarantined under this ~~S~~section; the animal may be released from quarantine. If the animal has been confined at the Animal Shelter, the owner or ~~the~~ person in possession shall pay a redemption service fee plus a boarding fee upon reclaiming the animal. Fees will be approved by the Harnett County Board of Commissioners.

### 3. Animals Bitten by Rabid Animals:

Any domestic animal bitten by a proven rabid animal or animal suspected of having rabies that is not available for laboratory diagnosis shall be destroyed immediately by its owner or ~~the~~ person in possession, an Animal ~~Services Control~~ Officer or a Law Enforcement Officer, unless the animal has been vaccinated against rabies more than twenty-eight (28) days prior to being exposed, and is given a booster dose of rabies vaccine with five (5) days of the exposure, or the owner or ~~the~~ person in possession agrees to strict isolation of the animal at a veterinary hospital for a period of six months.

### 4. Management of Animals Exposed to Rabies

When the Health Director reasonably suspects that a dog, cat, or ferret has been exposed to the saliva or nervous tissue of a proven rabid animal or animal reasonably suspected of having rabies that is not available for laboratory diagnosis, the animal shall be considered to have been exposed to rabies. The recommendations and guidelines for rabies post-exposure management specified by the National Association of State Public Health Veterinarians in the most current edition of the Compendium of Animal Rabies Prevention and Control shall be the required control measures.

### 4.5. Rabies Animals Testing Procedure:

An animal diagnosed as having rabies by a licensed veterinarian shall be destroyed and its head sent to the State Laboratory of Public Health. The heads of all ~~dogs and cats~~ animals that die during a confinement period required by this ~~Part~~Section, shall be immediately sent to the State Laboratory for Public Health for rabies diagnosis.

~~State Law reference — G.S. 130A-34 et seq.; G.S. 130A-185 et seq.; provision of local health~~

## **~~SECTION VIII. UNLAWFUL KILLING, RELEASING, ETC. OF CERTAIN ANIMALS~~**

### 6. Unlawful Killing, Release, Etc. of Certain Animals:

It shall be unlawful for any person to kill, subject to the provision of ~~Section VII.C~~ this Section, or release any animal suspected of having been exposed to rabies, or any animal biting a human, or to remove such animal from the County without written permission from the Animal ~~Control Supervisor or Director~~ Services Manager.

#### **SECTION IX. FAILURE TO SURRENDER ANIMAL FOR QUARANTINE**

##### 7. Failure to Surrender Animal for Confinement:

A. It shall be unlawful for any person to fail or refuse to surrender any animal for ~~quarantine confinement~~ or destruction as required in this Section. If the owner or person in possession refuses to confine the animal as required by this Section, the Health Director may order seizure of that animal and its confinement for ten (10) days at the expense of the owner or person in possession.

~~-VII of this ordinance when demand is made therefore by an Animal Control Officer, Supervisor, or Department Director.~~

~~State Law reference — G.S. 130A-34 et seq.; G.S. 130A-185 et seq.; provision of local health~~

#### **SECTION VIII. RABIES VACCINATION TAG**

1. Dogs shall wear rabies tags at all times. Cats and ferrets shall not be required to wear rabies tags; however, the owner or person in possession of a cat or ferret shall maintain records of rabies vaccination and provide such proof up request by an Animal Control Officer or the Animal Services Manager.
2. It shall be unlawful for any person to remove the rabies vaccination tag from any dog, cat, or ferret belonging to another person residing in Harnett County unless by the direction of the owner or person in possession.
3. Animal Control Officers shall canvass the County to determine if there are any dogs not wearing the required rabies vaccination tag. If a dog is found not wearing the required tag, the Animal Control Officer shall check to see if the owner's or person in possession's identification can be found on the dog. If the dog is wearing an owner or person in possession identification tag, or if the Animal Control Officer otherwise knows who the owner or person in possession is, the Animal Control Officer shall notify the owner or person in possession in writing to have the animal vaccinated against rabies and to produce the required rabies vaccination certificate to the Animal Control Officer within three (3) days of notification. If the dog is not wearing an owner or person in possession identification tag and the Animal Control Officer does not otherwise know who the owner or person in possession is, the Animal Control Officer may impound the animal pursuant to the provisions of Section X.
4. Before an owner or the person in possession is charged for violation of this rabies tag provision, the Animal Control Officer shall give the owner or person in possession the opportunity to produce a rabies vaccination certificate to the Animal Control Officer

showing the dog, cat, or ferret to have been properly vaccinated and if said certificate is produced no citation shall be issued.

## SECTION IX. DANGEROUS DOGS

### 1. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A. ~~A.~~ "Dangerous dog" means:

1. A dog that without provocation has killed or inflicted severe injury on a person; or
2. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.

~~B.~~

~~C.~~B. "Owner's real property" means any real property owned or leased by the owner of the dog, but does not include any public right-of-way or a common area of a condominium, apartment complex, or townhouse development.

~~D.~~C. "Potentially dangerous dog" means a dog that:

1. Inflicted a bite on a person that resulted in broken bones or broken skin or required cosmetic surgery or hospitalization;
2. Killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or
3. Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.

~~E.~~D. "Injury" means any physical injury that result in medical treatment exceeding -the cost of \$100.00.

~~F.~~E. "Severe Injury" means any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.

~~G.~~ General Services Appointed Review Committee ~~three member committee appointed by the General Services Director to complete a record review to determine when a complaint of dangerous dog or potentially dangerous dog is founded.~~

~~2.— Can be appealed by either complainant or dog owner~~

~~H.F. “Dangerous Dog Committee”: A three-member appellate review committee appointed by the Harnett County Board of Commissioners that hears appeals from the for General Services Appointed Review Committee.;~~

~~2.— Appointed by Harnett County Board of Commissioners.~~

## 2. Exclusions.

—The provisions of this article do not apply to:

- A. A dog being used by a law enforcement officer to carry out the law enforcement officer's official duties;
- B. A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a lawful hunting dog, herding dog or predator control dog on the property of or under the control of its owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog; or
- C. A dog where the injury was inflicted by the dog was sustained by a person who, at the time of the injury, was committing a willful trespass or other tort; was tormenting, abusing or assaulting the dog; or had tormented, abused or assaulted the dog; or was committing or attempting to commit a crime.

## 3. Procedure.

- A. A witness of an alleged dangerous dog or potentially dangerous dog, including an animal control officer or law enforcement officer, or a victim of an alleged dangerous or potentially dangerous dog may file a Dangerous Dog Hearing Request form to have the dog declared dangerous or potentially dangerous. The General Services ~~Appointed Review Committee~~Director will be responsible for reviewing the form and making a determining determination as to whether when a dog is a dangerous or potentially dangerous dog. When making the determination that a dog is a dangerous dog or a potentially dangerous dog, animal services must notify the owner or person in possession in writing, giving the reasons before the dog may be considered dangerous or potentially dangerous under this article. The ~~committee~~General Services Director shall consider any written response by the owner or person in possession to the written notification. ~~If there is a split decision, the director or his designee will make the final determination.~~ Once a decision has been made, the owner or person in possession must provide animal services with a current address where the dog will be housed, notify animal services within forty-eight (48) hours of any change in address of the owner or person in possession or the dangerous dog, and follow all state laws and County ordinances dealing with dangerous or potentially dangerous dogs until all appeals have been exhausted and a final decision rendered or no appeal is requested. ~~and the decision is final.~~

B. The owner or person in possession may appeal the determination of a dangerous dog or potentially dangerous dog to the Dangerous Dog Committee. ~~Notice of appeal is~~ by filing written objections with the Dangerous Dog Committee within ten (10) business days after receiving written notice, together with such appellant's filing fees as may be established by the Harnett County Board of Commissioners. The Dangerous Dog Committee shall schedule a hearing of said appeal and the dog owner or person in possession and complainant will be notified of the hearing date ten (10) business days prior to said hearing. Until the appeal is final, the dog must be controlled and confined pursuant to the ruling from which the appeal was taken. Any appeal from the final decision of the Dangerous Dog Committee shall be taken to Harnett County Superior Court by filing notice of appeal and a petition for review within ten (10) business days from the final decision of the Dangerous Dog Committee.

~~C. Appeals from ruling~~ Rulings of the Dangerous Dog Committee may be further appealed by the owner or Harnett County in ~~shall be heard in the~~ Harnett County Superior Court. The appeal shall be heard de novo before a superior court judge sitting in the County.

4. Precautions against attacks by dangerous or potentially dangerous dogs.

A. If so ordered in the determination made pursuant to Section XIX.3, it is unlawful for an owner or person in possession to:

1. Leave a dangerous dog or potentially dangerous dog unattended on the owner's or person in possession's real property unless the dog is confined indoors, or in a securely enclosed and padlocked pen with a concrete bottom and a secure top, along with the posting of the premises with four clearly visible warning signs adequate to inform the public, including children, of the presence of a dangerous dog, and strategically placed on the property as designated by the appropriate County authority.
2. Permit a dangerous dog or potentially dangerous dog to go beyond the owner's or person in possession's real property unless the owner or ~~guardian~~ person in possession has the dog leashed and the leash in hand and the dog muzzled or otherwise securely restrained and muzzled.
3. Even in the presence of an owner, person in possession, or others, permit a dangerous dog or potentially dangerous dog on the owner's or person in possession's property, not confined in a secured enclosure, to be without a muzzle.

In ~~the Section X.3~~ making a determination pursuant to Section IX.3, any of the measures included in this section may be waived by the ~~committee~~ General

Services Director or the ~~appellate board~~Dangerous Dog Committee, or other similar measures or conditions may be substituted in their place.

B. Within seven (7) days after a dangerous dog or potentially dangerous dog determination becomes final, the owner or person in possession must have the dangerous dog or potentially dangerous dog tattooed with an identification number or micro-chip identification as directed by the ~~animal control manager~~Animal Services Manager on the inside of the right hind leg or micro chipped in the standard location between the shoulder blades. Within ~~thirty (30) days~~, the dog must be surgically sterilized. Within ~~seventy-two (72) hours~~ of the death of a dangerous dog or potentially dangerous dog, the owner or person in possession of the dog shall provide written notification of the dog's death to Harnett County Animal Services ~~the animal services~~. If the dog's body is not available, the notification shall fully identify the dog and shall bear the notarized signature of the owner or person in possession and a licensed veterinarian, all attesting to the dog's death.

C. If the owner or person in possession of a dangerous dog or potentially dangerous dog transfers ownership or possession of the dog to another person, the owner or person in possession shall provide written notice within forty-eight (48) hours to:

1. ~~The Harnett County Animal Services and, if declared dangerous or potentially dangerous by another County or municipality, the authority that made the such determination under this article,~~ stating the name and address of the new owner or possessor of the dog; and

~~2.~~ The person taking ownership or possession of the dog, specifying the dog's dangerous behavior and the ~~authority's dangerous dog or potentially dangerous dog determination.~~

D. The person taking ownership of the dog shall notify ~~animal services~~Harnett County Animals Services within forty-eight (48) hours of the dog's change of address and their knowledge of the ~~committee's dangerous dog or potentially dangerous dog determination.~~

E. Violation of this ~~Section~~ is a class 3 misdemeanor, ~~punishable by a fine not to exceed \$500.00 or imprisonment for not more than 30 days or both.~~

5. Violation of conditions; Euthanasia

A. ~~A.~~ Animal Services may take possession of any dog concerning whom it has cause to believe an owner or person in possession has violated ~~Section XIX.4~~. For this purpose, the requirements for sufficient cause shall be satisfied if a law enforcement officer or animal control officer observes the violation or if ~~animal~~ Animal Services ~~services obtains an affidavit~~ receives an affidavit setting forth the violation.

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1. If Animal Services receives an affidavit and there is a probable cause to believe a violation has occurred, Animal services may impound the dog and investigate the complaint.
  2. In the event that a dog, which has been determined dangerous or potentially dangerous, receives a final determination that the conditions imposed pursuant to Section X.4, the dog must be surgically sterilized. Upon a finding by the Animal Services Manager that the owner or person in possession willfully or negligently violated Section IX.4, Animal Services may seize the dog and issue the owner or person in possession a notice of intent to euthanize the dog within five (5) days.
  3. If the Animal Services Manager determines the owner or person in possession did not violate Section VIII.4, the owner or person in possession shall have five (5) days upon notification from Animal Services to redeem the dog. If the owner or person in possession fails to reclaim the dog, the dog may be disposed of in accordance with this Ordinance.
  - ~~2.4.~~ The Animal Services Manager, in their sole discretion based on the nature and severity of the violation of Section IX.4, may release the dog back to the owner or person in possession if the Animal Services Manager is reasonably assured that the dangerous or potentially dangerous dog will be properly confined on the premises of its owner or person in possession. Such a determination does not absolve the owner or person in possession of any fees, fines, or penalties associated with the violation.
- B. The owner or person in possession of a dog that has been seized for violation of Section VIII.4 and issued a notice of intent to euthanize the dog, may appeal the decision to the General Services Director prior to the date set forth in the notice of intent to euthanize. The owner or person in possession may appeal the General Services Director's determination to Appeals from rulings of the Dangerous Dog Committee by filing their written objections in accordance with the procedures set forth in Section IX.3.B. Appeals of the Dangerous Dog Committee shall be heard in the Harnett County Superior Court. The appeal shall be heard de novo before a superior court judge sitting in the County.
- C. The owner or person in possession of a dangerous dog or potentially dangerous dog that attacks a person and causes physical injuries requiring medical treatment in excess of one hundred dollars (\$100.00) shall be guilty of a Class 1 misdemeanor.
- D. Nothing in this article shall prevent a private citizen from bringing an action against the owner or person in possession of a dog which has caused injury to a person, their property, or another animal for damages, injuries, or any other loss resulting from the dog being dangerous or potentially dangerous.



~~N.C.G.S. 67-4.1, 67-4.2, 67-4.~~

## SECTION XI. SEIZURE AND IMPOUNDMENT OF ANIMALS

### 1. ~~+~~ Power of Seizure and Impoundment: ~~N.C.G.S. 19A-70~~

A. ~~A.~~ ~~Animal Control Officers~~ ~~The Animal Services Officer~~ and other law enforcement officers are empowered to seize and impound the following:

1. Any animal determined to be vicious or a public nuisance under the provisions of this Ordinance.
2. Any animal which has been found to be a victim of cruel treatment as determined by ~~the an~~ Animal ~~Services-Control~~ Officer, or ~~Program Manager~~ Animal Services Manager.
3. Any wild or exotic animal determined to be held in violation of the provisions of this Ordinance.
4. Any dog or cat appearing not to be in compliance with the rabies control provisions of this Ordinance.

B. Impoundment of such animal shall not relieve the owner, or the person in possession, thereof from any penalty which may be imposed for violation of this ~~O~~rdinance.

### 2. Dead Animals: ~~N.C.G.S. 106-403~~

Animal ~~Services-Control~~ Officers shall not be required to pick up dead animals.

### 3. Dangerous Conditions:

Animal ~~Services-Control~~ Officers shall not be required, in the process of seizing or ~~—~~impounding animals, to place themselves in a situation which may jeopardize their health or safety.

### 4. Notification to Owners or the Person in Possession:

Upon impoundment, the Animal ~~Services-Control~~ Officer shall make a reasonable, diligent attempt to determine the ownership of the impounded animal, if not already known, and to notify the owner or the person in possession of the ~~impoundment~~ impounded animal and the procedures for redemption according to the provisions of this ~~O~~rdinance.

### 5. Impoundment Time Periods: ~~N.C.G.S. 19A-32.1~~

A. Impounded animals shall be held for the following periods of time:

1. Impounded stray animals shall be held for seventy-two (72) hours before becoming available for adoption or euthanasia.

2. In appropriate cases, the Animal Services ~~Manager~~~~Officer~~ may, at his/~~her~~ discretion, extend the three (3) day holding period.
3. In appropriate cases, e.g., for animals which are badly wounded or diseased with a highly contagious disease such as distemper or parvovirus, the Animal Services ~~Officer~~~~Manager~~ may use his/her discretion to reduce the three (3) day holding period and to euthanize the animal immediately or at such appropriate time as determined by the ~~Program Manager~~~~Animal Services Manager~~.

B. After the holding period, animals may be disposed of by the following methods:

1. By adoption.
2. By sale ~~pursuant to the provisions of Section XI of this Ordinance.~~
3. ~~Euthanasia by injection or by a humane~~By humane euthanasia.
4. Public auction.

## **SECTION XII. REDEMPTION OF ANIMALS**

~~N.C.G.S. 130A-192~~

1. During the time an animal is impounded at the Animal Shelter it shall be available for redemption by the owner or the person in possession unless the animal is under quarantine under the provisions of this Ordinance ~~or if the animal was impounded due to cruel treatment.~~ A redemption service fee shall be charged each time an animal is redeemed plus a boarding fee per day. Fees will be approved by the Harnett County Board of Commissioners. If the owner or the person in possession of an impounded animal can be identified and if the owner or the person in possession chooses not to redeem his/her animal, the ~~Program Manager~~~~Animal Services Manager~~ may charge said owner or the person in possession for the animal's boarding and veterinarian costs. In order to recover said boarding and veterinarian costs, the ~~Program Manager~~~~Animal Services Manager~~ may adopt or euthanize an impounded animal, if the owner or the person in possession cannot be identified or if the owner or the person in possession refuses to redeem the animal pursuant to the provision of.

2. ~~Any person attempting to redeem an impounded animal shall present proof sufficient to satisfy the Animal Services Manager or other Animal Services personnel of ownership of the animal. Evidence of ownership may include, but is not limited to, the following:~~

- A. A valid animal license from Harnett County or another county;
- B. A valid rabies tag for the animal;
- C. Ownership documents, pedigree papers, bill of sale, or any other document identifying the person as the owner or person in possession of the animal; or

~~A.D.~~ Photographs of the animal with the person claiming ownership or possession of the animal.

### **SECTION XIII. RABIES VACCINATION TAG**

- ~~1. Dogs and cats shall wear rabies tags at all times.~~
- ~~2. It shall be unlawful for any person to remove the rabies vaccination tag from any dog or cat belonging to another person residing in Harnett County unless by the direction of the owner or the person in possession.~~
- ~~3. The Animal Services Officer shall canvas the County to determine if there are any dogs or cats not wearing the required rabies vaccination tag. If a dog or cat is found not wearing the required tag, the Animal Services Officer shall check to see if the owner's or the person in possession's identification can be found on the animal. If the animal is wearing an owner or the person in possession identification tag, or if the Animal Services Officer otherwise knows who the owner or the person in possession is, the Animal Services Officer shall notify the owner or the person in possession in writing to have the animal vaccinated against rabies and to produce the required rabies vaccination certificate to the Animal Services Officer within three (3) days of notification. If the animal is not wearing an owner or the person in possession identification tag and the Animal Services Officer does not otherwise know who the owner or the person in possession is, the Animal Services Officer may impound the animal under the provision of Section XI. (N.C.G.S. 130A-192)~~
- ~~4. Before an owner or the person in possession is charged for violation of this rabies tag provision, the Animal Services Officer shall give the owner or the person in possession the opportunity to produce a rabies vaccination certificate to the Animal Services Officer showing the dog or cat to have been properly vaccinated and if said certificate is produced no citation shall be issued.~~

~~State Law reference—G.S. 130A-34 et seq.; G.S. 130A-185 et seq.; provision of local health~~

### **SECTION XIV. INHERENTLY DANGEROUS ~~EXOTIC WILD AND EXOTIC~~ ANIMALS**

~~N.C.G.S. 14-416, 14-417, 14-417.1, 14-417.2, 14-418, 14-419~~

- ~~1. At no time may any person, firm, partnership, or corporation or persons harbor, keep, shelter, lodge, feed, or take care of an inherently dangerous ~~exotic mammal~~ wild or exotic animal within Harnett County. Inherently dangerous wild animals and exotic animals include all felines (other than domesticated house cats), nonhuman primates, bears, wolves, coyotes, reptiles (poisonous, crushing, and giant), and any crossbreed of such animals which have similar characteristics of the animals specified herein.~~

~~A. An inherently dangerous exotic mammal is any member of the canidea, felidae, or ursidae families, including hybrids thereof, which due to their inherent nature, may be considered dangerous to humans.~~

~~i. Felidae include any member of the cat family weighing over fifteen (15) pounds not customarily domesticated by man, or any hybrids of such felidae, but not including domestic cats (Felis Catus).~~

~~ii. Ursidae include any member of the bear family, or hybrids of such ursidae.~~

~~2. At no point in time may any person or persons harbor an inherently dangerous reptile.~~

~~A. Inherently dangerous reptile is any member of the class reptilian which is venomous or is a member of the order of Crocodylian (crocodiles, alligators, and caiman).~~

~~i. A venomous reptile shall include all members of the families Helodermididae (gila monsters and Mexican bearded lizards), Viperidae (vipers), Crotalidae (pit vipers), Atractaspidae (burrowing asps), Hydrophilidae (sea snakes), and Elapidae (cobras, coral snakes, and their allies), as well as any "rear fanged" snakes of the family Colubridae that are known to be dangerous to humans (including, but not limited to Dispholidus typus (boom slang), Thebtornis kirtlandii (twig snake) and Rhabdophisspp (keel backs).~~

~~Owner or person in possession of an inherently dangerous exotic mammal or inherently dangerous reptile is any person or persons, regardless of ownership, who allows an inherently dangerous exotic mammal or inherently dangerous reptile to remain, lodge, or be fed or to be given shelter or refuge within the person's home, store, yard, enclosure, outbuilding, abandoned vehicle or building, place of business, or other premises in which the person resided or over which the person has control.~~

~~3.2. Exceptions. This Section does not apply to:~~

- ~~A. Veterinarian clinics or other state or federally licensed wildlife rehabilitators in possession of such ~~mammals or reptiles~~wild or exotic animals for treatment or rehabilitation purposes.~~
- ~~B. Any institute or organization, which exists primarily to educate the public in the areas of science and nature; which receives or has received financial support from federal, state, and/or local governments; which has a paid membership open to and composed of members of the general public; which is directed by a Board of Directors or similar body elected by the membership; and which has been declared a 501(c) (3) exempt organization by the Internal Revenue Services.~~
- ~~C. Non-resident circuses for no longer than one (1) seven (7) day period, per each separate location where such circus is held within the County, per calendar year.~~
- ~~D. Non-resident carnivals for longer than one (1) seven (7) day period, per each separate location where such carnival is held within the County, per calendar year.~~

- E. Persons temporarily transporting such mammals or reptiles through the County, provided that such transit time shall not be more than 24 hours.

#### 4.3. Impoundment:

- A. Any inherently dangerous ~~wild or exotic animal~~ ~~exotic mammal or inherently dangerous reptile~~ which is harbored, kept, sheltered, lodged, fed, or taken care of within Harnett County by any person in contravention of the above listed statements of this Section may be impounded by ~~the an~~ Animal ~~Services Control~~ Officer for the protection and health of the animal and/or the protection of the public. Whenever possible, the Animal ~~Services Control~~ Officer shall impound the ~~animal wild or exotic animal or reptile~~ in the presence of its owner or the person in possession; however, if such is not practicable, then the Animal ~~Services Control~~ Officer may impound such ~~animal-wild or exotic animal or reptile~~ consistent with the provisions of this Section.
- B. If an ~~animal or reptile~~ wild or exotic animal is impounded pursuant to this Section, the owner or the person in possession of the animal or reptile shall be notified by the Animal ~~Services Control~~ Officer as soon as possible.
- C. Any ~~animal or reptile~~wild or exotic animal impounded pursuant to this Section will be held three (3) days for the owner or the person in possession to claim pursuant to subsection 3(D) of this Section, but if the ~~animal-wild or exotic animal or reptile~~ cannot be impounded safely by the Animal ~~Services Control~~ Officer or if proper and safe housing cannot be found for the ~~animal-wild or exotic animal or reptile~~, the Animal ~~Services Control~~ Officer can immediately euthanize the ~~animal-wild or exotic animal or reptile~~.
- D. The owner or person in possession of the ~~animal-wild or exotic animal or reptile~~ can reclaim the ~~animal-wild or exotic animal or reptile~~ if the person satisfies the ~~Program Manager~~Animal Services Manager of the Animal Services Department that a safe transfer of the ~~animal or reptile~~wild or exotic animal to an appropriate location outside of the County has been arranged.
- E. If no owner or the person in possession can be located or will claim the ~~animal-wild or exotic animal or reptile~~ within three (3) days after impoundment, ~~the Animal Services Department may, adopt, or euthanize~~ the ~~animal-wild or exotic animal or reptile~~ may be adopted or euthanized at the discretion of the ~~Program Manager~~Animal Services Manager.
- F. All costs of impoundment and care of the ~~animal-wild or exotic animal or reptile~~ will be charged to its owner or the person in possession regardless of whether the ~~animal-wild or exotic animal or reptile~~ is claimed by or returned to said owner or the person in possession. In the event the ~~animal-wild or exotic animal or reptile~~ is reclaimed, such costs shall be paid in full prior to the owner or the person in possession reclaiming the ~~animal-wild or exotic animal or reptile~~ pursuant to Subsection 3(D) of this Section.

## SECTION ~~XIII~~IV. PENALTIES

### 1. Misdemeanor:

Notwithstanding any civil penalties outlined herein, any person violating any provision of this Ordinance ~~constitutes a may be guilty of a Class 2 misdemeanor and shall be punishable as provided~~ under North Carolina General Statutes ~~§14-4.153A.123 (N.C.G.S. 153.123)~~ or any other applicable section for misdemeanor sentencing. ~~Each day's continuing violation shall constitute a separate offense. For a continuing violation, each day's violation may be deemed to be a separate offense.~~

### 2. Equitable Remedies:

This Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.

### 3. Civil Penalties

In addition to other remedies for violations of this Ordinance, the Animal ~~Control~~ ~~Program manager~~Services Manager or any person authorized by him/her may issue to the ~~known~~ owner, or the person in possession ~~or control~~ of said animal, a citation giving notice of the violation of this Ordinance. Any such official shall be authorized to secure the name and address and birth date of the owner or the person in possession of the animal in violation. Citations issued may be delivered in person or mailed by registered or certified mail to the person charged if he/she cannot otherwise be readily located. Any such citation shall impose upon the owner or the person in possession a civil penalty ~~approved by the~~of \$100.00 per animal for the first violation, \$200.00 for the second violation, and \$400.00 for the third and any subsequent violation. ~~Harnett County Board of Commissioners.~~ Said penalties must be paid within twenty (20) consecutive days to ~~the County Department of General Services or Harnett County the Animal Services Shelter.~~ In the event the owner or the person in possession of the animal or violator does not appear in response to the above described citation, or if the applicable penalty is not paid within the time prescribed, a criminal summons shall be issued against the violator or owner or the person in possession ~~or person having custody~~ of the animal in violation of this Ordinance, and upon conviction, the violator or owner or the person in possession of the animal shall be punished as the court prescribes under Section ~~XV~~XIII.1.

## SECTION ~~XVI~~XIV. SEVERABILITY

If any part of this Ordinance or portion of any provision thereof, or the application thereof to any person or condition, is held invalid, such invalidity shall not affect other parts of this Ordinance or their application to any other person or condition, and to this end, the provisions of this Ordinance are hereby declared to be severable.

## SECTION ~~XVII~~XV. CONFLICT

If so far as the provisions of this Ordinance are inconsistent with the provisions of any other law except a provision of state or federal law, the provision of this Ordinance shall control.

**SECTION XVIII. APPLICATION TO MUNICIPALITIES**

1. Authority in Municipalities:

Animal ~~Services-Control~~ Officers shall have no authority to enforce this Ordinance within the boundaries of any municipality unless the governing body of the municipality ~~negotiates an agreement~~ authorizes the enforcement of this Ordinance within its boundaries or the County and municipality enter into an interlocal agreement with Harnett County regarding the enforcement of the provisions of this Ordinance within the municipality, and repeals any inconsistent ordinance to enforce the municipality's ordinance, which shall not be inconsistent with the terms of this Ordinance.

2. Non-Enforcement of Inconsistent Ordinances:

~~The An~~ Animal ~~Services-Control~~ Officer shall be prohibited from enforcing the provisions of any ordinance or municipal law not adopted according to the provisions of this Ordinance.

**SECTION XVIII. EFFECTIVE DATE**

This ordinance shall be in effect from and after November 15, 1993.

Amended December 4, 1995

Amended January 6, 1997

Revised May 6, 2002

Revised April 17, 2006

Revised June 4, 2018

Revised 2022

**~~THE HARNETT COUNTY BOARD OF COMMISSIONERS~~**

~~Gordon Springle, Chairman~~

**ATTEST:**

\_\_\_\_\_

Margaret Wheeler, Clerk to the Board

**NORTH CAROLINA**

**HARNETT COUNTY**

**ACKNOWLEDGEMENT**

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_

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 and Margaret Wheeler is the clerk of said Board, that the seal affixed to the foregoing instrument is the official seal of Harnett County, that said instrument was signed and sealed by him, attested by the Clerk and the County's seal affixed thereto, all by authority of the Board of Commissioners of said County, and said \_\_\_\_\_ acknowledge said instrument to be the act and deed of Harnett County.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



NORTH CAROLINA

INTERLOCAL AGREEMENT FOR  
ANIMAL CONTROL SERVICES

HARNETT COUNTY

THIS AGREEMENT is made and entered into this \_\_\_\_ day of October 2022, by and between the TOWN OF ERWIN, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as the “Town”) and the COUNTY OF HARNETT, a body politic, organized and existing under the laws of the State of North Carolina (hereinafter referred to as the “County”).

WITNESSETH:

WHEREAS, North Carolina General Statute § 160A-461 authorizes interlocal agreements between units of local government for any undertaking;

WHEREAS, the governing bodies of both of the parties to this Agreement have found and determined that it is in the public interest and for the public benefit for the Harnett County Animal Services Division (hereinafter referred to as “Animal Services”) to provide animal control services within the limits of the Town;

WHEREAS, The Board of Commissioners for the County and the Town Council for the Town have each adopted a resolution as required by North Carolina General Statute 160A-461 for the ratification of this Agreement.

NOW THEREFORE, in consideration of the premises set forth herein, and intending to be legally bound, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purpose.** The Purpose of this Agreement is to establish an interlocal undertaking, as provided by Chapter 160A, Article 20 of the North Carolina General Statutes, whereby the County shall serve as the contracted animal control agency for the Town.

2. **Animal Control Ordinance.** The Ordinance entitled “Municipal Animal Services Ordinance for the Towns of Angier, Coats, Erwin, and Lillington” (hereinafter referred to as the “Municipal Ordinance”) as originally adopted on January, 2008, and as amended November 18, 2013, and any subsequent amendments thereto shall be enforced by Animal Services pursuant to this Agreement. The Town shall not unilaterally adopt any amendments to the Municipal Ordinance unless all other municipalities adopt the same amendments.

3. **Services Provided by the County.** The County, by and through Animal Services, shall enforce the provisions of the Municipal Ordinance within the corporate limits of the Town. Animal Services shall provide such equipment, personnel, management, and administrative support services as are necessary to provide animal control services for the Town. The County shall provide animal control services during the hours of 8:00a.m. through 5:00p.m., Monday through Friday, responding to calls within the Town on both a routine and emergency basis. The

County shall also provide emergency after hour call services from 5:00p.m. to 8:00a.m. Monday through Friday and all holidays and weekends.

4. **Law Enforcement Assistance.** The Town’s police department, upon request, shall provide assistance to Animal Services during the seizure and impoundment of any animal that is in violation of the Municipal Ordinance or state or federal law.

5. **Term.** The term of this Agreement shall begin upon its execution and shall continue until June 30, 2025 (the “Initial Term”). This Agreement shall automatically renew for consecutive three (3) year terms unless terminated in accordance with provisions contained herein (each the “Renewal Term”).

6. **Independent Contractor.** It is agreed between the parties that the County is an independent contractor and is not an employee or agent of the Town. The employees of the County shall carry out their responsibilities in accordance with their own independent judgment as directed and authorized by the appropriate County supervisor.

7. **Ownership of Property and Equipment.** All property and equipment acquired by the County to perform the animal control services pursuant to this Agreement shall remain the sole property of the County.

8. **Compensation and Payment.** The Town shall pay the County an annual rate of twelve thousand dollars (\$12,000.00) for the Initial Term which shall be paid within thirty (30) days of receipt of invoice from the County. Proposed adjustments to the compensation rate shall be sent to the Town at least sixty (60) days prior to the start of a Renewal Term. The adjusted compensation rate shall automatically become effective and enforceable at the beginning of that Renewal Term, unless the Town has objected, in writing, to the adjusted compensation rate. If an objection has been made and received, the rate of compensation will continue at the rate currently in effect until such time as the parties mutually agree, in writing, to a new rate of compensation, at which time the new rate of compensation will be effective and enforceable retroactively to the beginning of that Renewal Term.

9. **Licenses, Fees, and Penalties.** All County issued licenses, animal shelter fees, redemption fees, impoundment fees, and any other fees charged by the County for the enforcement of the Municipal Ordinance and operational costs for the County animal shelter shall be retained by the County. All civil penalties and fines that are associated with the enforcement of the Municipal Ordinance shall be retained by the Town.

10. **Legal Representation and Liability.** The Town Attorney shall provide legal support and representation for the Town for all enforcement actions taken by Animal Services on behalf of the Town on issues arising from enforcement of the Municipal Ordinance within and on behalf of the Town. To the fullest extent allowable by North Carolina law, the County shall have no liability regarding such enforcement actions and the Town shall indemnify and hold the County harmless for any and all claims, liabilities, losses, damages, costs, or expenses arising out of, or relating to the provision of services provided by the County to the Town hereunder, except for those acts caused by the sole negligence of the County. The Town and the County waive special,

incidental, indirect, or consequential damages, including lost profits, good will, revenues or savings, for claims, disputes or other matters in question arising out of or relating to this Agreement. This limitation of liability will survive the expiration or termination of this Agreement.

11. **Documents and Records.** The County is the owner and custodian of all records pertaining to the custody and care of any animal while in the County animal shelter and all records pertaining to the enforcement of the Municipal Ordinance by County personnel. The Town is the owner and custodian of all records pertaining to the enforcement of the Municipal Ordinance by Town personnel.

12. **Termination.** This Agreement may be terminated with or without just cause by either party upon ninety (90) days written notice to the other party. Termination of the Agreement shall entitle Town to a pro rata refund of the fee for animal control services for that service year.

13. **No Third-Party Beneficiary.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Party.

14. **Severance Clause.** In the event any portion of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

15. **Entire Agreement.** This Agreement represents the entire agreement between the County and the Town and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument signed by the County and the Town.

16. **Notices.** All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO TOWN:

Town of Erwin  
Post Office Box 459  
Erwin, North Carolina 28339  
Attn: Town Manager

TO COUNTY:

County of Harnett  
455 McKinney Parkway (physical)  
Post Office Box 65 (mail)  
Lillington, North Carolina 27546  
Attn: County Manager

With Copy to:  
County Staff Attorney  
455 McKinney Parkway (physical)  
PO Box 238 (mailing)  
Lillington, North Carolina 27546

17. **Governing Law and Jurisdiction**. This Agreement shall be governed by the laws of the State of North Carolina. The North Carolina State Courts located in Harnett County, North Carolina shall have jurisdiction to hear any dispute under this Agreement and legal or equitable proceedings by either party must be filed in Harnett County, North Carolina.

18. **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.

19. **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.

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives or officers have executed this Agreement as to the date and year first above written.

COUNTY OF HARNETT

By: \_\_\_\_\_  
Lewis W. Weatherspoon, Chairman

TOWN OF ERWIN

By: \_\_\_\_\_  
Randy L. Baker, Mayor

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Erwin Finance Director

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 Director

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 the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public Printed Name

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 official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public Printed Name

My Commission Expires: \_\_\_\_\_

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 26, 2022

Subject: Erwin Depot Grant

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I was able to speak to someone with the Becker Morgan group who designed the drawings that we received back in early 2020. They told me that they could not give us updated numbers to get the plans up to code unless we had a structural analysis done. The fee for a structural analysis was \$5,700 back in March. Based on conversations I have had with people in the industry they are overwhelmed with work at the moment. We need to move forward with a structural analysis of the building before we can get updated plans to bid out.

### Potential Grant Opportunity

There is a potential grant opportunity for this project with the North Carolina Department of Commerce. This is an extremely competitive grant to get but I feel like we have a good shot at getting some funds for this project. We need to have an approved resolution by the Town to include in our grant application.

### Attachments:

- Rural Transformation Grant resolution



# TOWN OF ERWIN

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

**APPLICATION FOR NORTH CAROLINA  
DEPARTMENT OF COMMERCE  
RURAL TRANSFORMATION GRANT FUND  
RURAL ENGAGEMENT AND INVESTMENT PROGRAM  
DENIM DEPOT JUNCTION/CROSSING  
2022-2023--004**

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

**WHEREAS**, the Town of Erwin Board of Commissioners had indicated its desire to assist in development efforts within the Town of Erwin; and,

**WHEREAS**, the Board fully supports the Denim Depot Junction/Crossing project which will result in the rehabilitation of a train depot into a history museum to preserve the town's rich history. With the development of this site with a history museum located on it, we would also like to see a new town square or an extension of our existing downtown. This museum will serve as a central place for future town events such as our annual Denim Days festival, concert series, and business incubator. We would like to have spots located for food trucks to locate to serve at the events but also serve food during the week and at night.

**WHEREAS**, the Denim Depot Junction/Crossing project was a goal set in the Erwin Community Economic Recovery and Resiliency Initiative (CERRI) Report that was prepared by the North Carolina Department of Commerce

**WHEREAS**, the Board wished to pursue a formal application for downtown development in the amount of \$800,000 from the North Carolina Department of Commerce, Rural Transformation Grant Fund, Rural Engagement, and Investment Program: and,

**NOW, THEREFORE, BE IT RESOLVED**, by the Erwin Board of Commissioners that the Town of Erwin is authorized to submit a formal application to the North Carolina Department of Commerce, Rural Transformation Grant Fund, Rural Engagement, and Investment Program to provide assistance in benefit the Denim Depot Junction/Crossing project.

That this Resolution shall take effect immediately upon its adoption.

**Adopted** this 7<sup>th</sup> day of October, 2022 in Erwin, North Carolina.

**ATTEST:**

---

**Randy Baker**  
Mayor

---

**Lauren Evans**  
Town Clerk





# 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 RESOLUTION  
AWARDING BADGE AND SERVICE SIDEARM  
TO RETIRING FIRST SERGEANT  
CHARLES KEVIN RYALS  
2022-2023----005**

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

**WHEREAS**, NC GS 20-187.2 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

**WHEREAS**, NC GS 20-187.2 further provides that the governing body of the municipal law enforcement agency may, in its discretion, award to a retiring member the service sidearm of such retiring members; and

**WHEREAS**, Charles Kevin Ryals has served many distinguished years with the Erwin Police Department and will retire at the rank of First Sergeant;

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Board of Commissioners of the Town of Erwin, North Carolina as follows:

The Town Manager or his designee is hereby authorized, in accordance with the provisions of NC GS 20-187.2, to transfer to First Sergeant Charles Kevin Ryals the badge worn by him during his service with the Erwin Police Department and his service sidearm, Glock model 22 .40 caliber generation 4 duty handgun serial #: STT450.

**BE IT FURTHER RESOLVED**, that appreciation is expressed to Sergeant Charles Kevin Ryals for the dedicated service rendered by him during his employment with the Town of Erwin,

**DULY ADOPTED**, this the 7th day of October 2022.

**ATTEST:**

\_\_\_\_\_  
Randy Baker, Mayor

\_\_\_\_\_  
Lauren Evans, Town Clerk