

**THE ERWIN BOARD OF COMMISSIONERS  
APRIL 2023 REGULAR MEETING  
THURSDAY, APRIL 6, 2023 @ 7:00 P.M.  
ERWIN MUNICIPAL BUILDING BOARDROOM**

**AGENDA**

1. **MEETING CALLED TO ORDER**
  - A. Invocation
  - B. Pledge of Allegiance
2. **AGENDA ADJUSTMENTS /APPROVAL OF AGENDA**
3. **CONSENT**

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

  - A. Minutes Regular Budget Discussion on February 16, 2023 (**Page 2**)
  - B. Minutes Regular Meeting on March 2, 2023 (**Page 8**)
  - C. All-Way Stop Guidance (**Page 13**)
  - D. Contract for Janitorial Services (**Page 18**)
  - E. Proclamation of Appreciation for Medicaid Expansion? (**Page 26**)
4. **PUBLIC COMMENT**

*Each speaker is asked to limit comments to 3 minutes, and the requested total comment period will be 15 minutes or less. Citizens should sign up prior to the start of the meeting. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on the subject matter brought up during the Public Comment segment. Thank you for your consideration of the Town Board, staff, and other speakers. §160A-81.1*
5. **PUBLIC HEARING**
  - A. SU-2023-001 (**Page 27**)
6. **MANAGER'S REPORT**
7. **ATTORNEY'S REPORT**
8. **GOVERNING BODY COMMENTS**
9. **ADJOURNMENT**

**\*\*IN ACCORDANCE WITH ADA REGULATIONS, PLEASE NOTE THAT ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE TOWN CLERK AT (910) 591-4202 AT LEAST 48 HOURS PRIOR TO THE MEETING.\*\***

## **ERWIN BOARD OF COMMISSIONERS**

### **BUDGET DISCUSSION MINUTES**

**FEBRUARY 16, 2023**

**ERWIN, NORTH CAROLINA**

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding held its first Budget Discussion for FY 2023-2024 in the Erwin Municipal Building Board Room on Thursday, February 16, 2023, at 9:00 A.M. in Erwin, North Carolina.

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

Board Members absent were: Commissioners William Turnage and Timothy Marbell.

Town Manager Snow Bowden, Town Clerk Lauren Evans, and Finance Director Linda Williams were present.

Mayor Baker called the meeting to order at 9:00 A.M.

Commissioner Nelson gave the invocation.

Town Clerk Lauren Evans led the Pledge of Allegiance.

#### **AGENDA ADJUSTMENT/APPROVAL OF AGENDA**

Commissioner Byrd made a motion to approve the agenda as presented and was seconded by Commissioner Nelson. **The Board voted unanimously.**

Mayor Baker asked everyone to keep Commissioner Turnage in their thoughts and prayers.

*Commissioner McKoy arrived at 9:10 A.M.*

#### **DISCUSSION OF GOALS FOR FY 2023-2024 BUDGET**

Mayor Baker stated we wanted to all come together and talk about our goals for 2023-2024, look back on the past fiscal year to see what we did right and what we did wrong, and how we can improve. This session will also give staff direction to prepare for our initial retreat and the upcoming budget.

Town Manager Snow Bowden presented the Board with lists on the Board Room wall.

##### **I. Accomplishments so far in FY 22-23:**

- LED Sign
- New Website
- Asphalted the parking lot and second entrance to Al Woodall Park
- Hired a Code Enforcement Officer
- Hired two Investigators for Erwin PD
- Upgrades to the clock tower Downtown

## **MINUTES CONTINUED FROM FEBRUARY 16, 2023**

- Library Consolidation with Harnett County
- Approved a PUD of 204 Single Family Homes and 43 Townhomes which will be Annexed into the Town in 2023.
- New Equipment such as Street Sweeper and Limb Truck (Leaf Truck is still being made)
- CERRI
- Increased employee pay by 8% since last year

### **II. Wishes:**

- Sidewalks (Bike Ped Grant, potential)
- Paid Time Off for staff (Additional Holiday or Birthday off)
- 421 Overlay
- WIFI Downtown

### **III. Needs:**

- Ipads or Tablets
- ADA Transition Plan
- Cameras (Internet needed, hopeful with Cloud Wyze it will be possible)
- More funds for Code Enforcement
- Back access to Field 4 (He had identified a property that needs to be condemned, 813 S 13<sup>th</sup> Street)
- Radios for Erwin PD
- Hire a Full Time Planner
- Support Erwin Businesses/Chamber still
- Consider Mill Redevelopment.
- Managing Growth

### **IV. Short Term Goals:**

- Update Wayfinding Signs
- Potential Rebranding and Marketing Plan
- Update UDO
- Complete Recommendations for CERRI Report
- Increase Employee Pay
- CORE Recommendations
- Improve existing facilities
- Employee Recruitment and Retention
- Recruitment for PD (Possibly pay recruits to go to BLET)
- Personnel Updates
- A separate line item for Community Events such as the Remembrance Service
- Misc Projects to give to Senator Burgin or Representative Penny
- Park Improvements at Al Woodall and Porter Park

Mayor Baker stated the House has control over the funds for the upcoming year. The Board needs to identify our top three line items for the Town of Erwin so that we can request funding from the State Legislature for the upcoming year. He asked the Board to think about what else can be added to Town Manager Snow Bowden's lists. He stated the elephant in the room is the Depot. We as a Board have a

### **MINUTES CONTINUED FROM FEBRUARY 16, 2023**

decision to make. There are various feelings on opposite sides but this can had been kicked down the road too long and the Town is responsible to do something about it. If the Board chooses to move forward with the process, we need to establish goals and timelines and hold ourselves accountable.

The Board took a walk and continued the discussion at the Parcel located behind the Fire Department to look at the parcel and the Depot sitting on it.

Mayor Randy stated he hoped seeing the Depot put it in a new light for every member of the Board because it did him. The Town has \$300,000 tied up in that project. Money has been given from private individuals to go towards that project and the Town has requested and obtained funds from the State for that project. He stated he wanted to hear from Commissioner Blackmon and his expertise first knowing the architectural design.

Commissioner Blackmon stated some of it can be salvaged, we already have the footprint. The question that has to be answered is how much it will cost to have new plans drawn up and everything else done vs the cost of what we already have. It is possible that they can take the plans we have, redesign them, and it not cost that much. The electric, heat, and air are not going to change that much. Grade the foundation, get the water out, and keep the foundation, doors, and girder. He recommended changing exterior walls and adding a metal roof. We need to get up with the company who made the plans, it is just four walls. A third or fourth of the building can be saved.

Commissioner Byrd recommended finding companies or individuals to donate parts of the building and have a sign that says what was donated and by whom.

Mayor Baker stated people are going to see what is on the exterior. This project will potentially be a new building to replicate the design, it will not be a restructure. He stated he wanted a takeaway before leaving the meeting and instruction for Town Manager Snow Bowden. He asked if it was the consensus of the Board to take the economic project of not just that building but an Economic Downtown for the Town of Erwin that would consist of a structure similar to our Depot. We can have a rendering done to show what the vision of the Town of Erwin is in moving that square forward.

Commissioner Byrd stated he completely agreed. He mentioned that incorporating train cars for restaurants and shops would be an awesome idea.

Commissioner Nelson stated he fully supported the project as long as the Town can find grants or other funding to do it.

Mayor Baker stated we have to come up with plans and show our vision so that we can carry that to our State Representatives for funding. We will not get enough to pay for all of it but on the finance side, we have the library coming off of the budget in the next few years. This will not be complete within the year but we have to look at our financial strategies as well.

Commissioner Byrd stated that the lot could be utilized for wedding venues. You cannot find a wedding venue for cheaper than \$4,000-\$5,000. It can produce revenue.

## **MINUTES CONTINUED FROM FEBRUARY 16, 2023**

Commissioner Blackmon stated we already have \$204,000 in the Community Enhancement Fund, which is a quarter of the way. If we are going to do this project, we need to put it under Parks and Recreation because we can have people there with set hours.

Mayor Baker stated using the front part for a parking area would be an extension of Downtown with a strip mall and business offices. We have no more room to grow Downtown.

The Consensus of the Board was to reach out to the company to have new plans drawn up, if the company is unreachable then find another company. The Board set a goal of 6 months to have architectural designs.

Commissioner Blackmon recommended using this year's cell tower lease money to fund the designs and meet with different architectural firms. He would like to meet with architects that specialize in historical structures. He still thinks we can put a small theater in the building as well.

Discussion continued among the Board.

Each Board Member went around and expressed their goals and wishes for the New Fiscal Year.

Commissioner Byrd stated cameras are important and we have needed them for a long time. Cameras help us keep an eye on our community. His wishes were anything to make the Town more appealing such as sidewalks. He thought the WIFI was great but he expressed his concern about the Company coming through the Town right now. He was hopeful that it would provide us with what we needed. We really need to fix the drainage issues in Town, the ditches are getting bigger, deeper, and wider. The worst one is where the bank fell in at Porter Park. It is really dangerous. He stated our voices as a Board is going to need to get louder regarding the State Maintained Roads. The road issues in front of Porter Park and front of the Short Stop were dangerous. The biggest thing on his agenda was to clean up Erwin. We have a good start with hiring our Code Enforcement Officer. The Harnett County School Board needs to fix the ditch behind Erwin Elementary School. He was pro iPads rather than the paper agenda. He inquired about the 421 overlays and wanted to look into relocating Public Works in preparation for potential commercial businesses. He wanted to see cameras and iPads in the current budget.

Commissioner Blackmon stated he thinks everyone has the same goals. He would love to have a robocall system set up when things happen in Erwin, such as a waterline breaking, so that we can get information out to our citizens. He wanted to see cameras installed on the Rail Trail. We need someone that can do inspections, either the new Code Enforcement Officer could do inspections or we could hire someone who's retired and could work part-time. He wanted to go back and look at bringing garbage pickup back in house and owning our own cans again.

Mayor Baker stated we could look into leasing trash trucks vs. buying trash trucks. Bringing it back in-house would increase our level of services.

Commissioner Blackmon stated he would like to see the Town obtain more land at Parks and Recreation.

## **MINUTES CONTINUED FROM FEBRUARY 16, 2023**

Mayor Baker stated from a budgetary standpoint, we need to allocate \$50,000 for park expansion.

Commissioner Blackmon stated he would like to see the Town partnering with the Erwin Area Chamber of Commerce to host a 4<sup>th</sup> of July Event. He stated if the Board is willing to move forward with bringing on the nine full-time firefighters as Full Time Town Employees, he needed to know for budgetary reasons. The Town will not pay a dime, the Fire Department will cover everything.

Commissioner Nelson stated he wanted to see Town employees receive a 5% raise. He stated we need to check on signs around Town. We need to contact DOT to get another “No 18-wheeler” sign on Old Post Road. He would love to see a new gym at Al Woodall Park.

Mayor Baker stated a new gym enhancement for our Parks and Recreation would be a great project to request from the State. He stated Storm Water needs to be addressed with the State as well. Security cameras could also be included in the enhancement of our Parks and Recreation.

Commissioner Nelson stated he would love to see a bigger gym in the future. We could offer indoor soccer if we had a bigger gym. DOT maintained and Town maintained roads are a mess. He also expressed the need for attracting restaurants to Town. There are a lot of yards in Erwin that are trashy and junky and we need to do something about it even if we need to update our Ordinances.

Town Manager Snow Bowden stated that will be included in our updates to the UDO. We need to have a policy for frequent violators, more than three times per year then there will be no warning.

Commissioner McKoy stated he agreed with a lot that had been said and he did not want to be repetitive but we need to attend to the drainage issues in Town. We have valuable employees in Erwin and we need to take care of them. He knew Erwin is a small town but we need to be competitive and retain our employees or they are going to leave and go somewhere for better pay.

Mayor Baker stated he wanted us to have clear goals to carry to our representatives. We are looking at a Downtown Revitalization. Stormwater is another issue that we need to address through the DOT stormwater handle and the Town’s response to stormwater. We need a stormwater assessment of the Town of Erwin to identify drainage ways and he was told we would be receiving a map that showed all of the drainages for the Town of Erwin. We were going to classify and code our different drainage systems. It goes hand in hand with our traffic. We need a traffic analysis on our Short Term List to help with the management of our roads. We need to look into requiring a Driveway Permit and how is that impacting our road systems.

Discussion continued among the Board.

The consensus of the Board was to only receive Financial Reports quarterly and monthly reports from Fire Inspections and Animal Control.

Mayor Baker stated he would like to have a Family Day for the families of Town employees and the Planning Board.

**MINUTES CONTINUED FROM FEBRUARY 16, 2023**

**ADJOURNMENT**

Commissioner Byrd made a motion to adjourn at 12:08 P.M. and was seconded by Commissioner Nelson. **The Board voted unanimously.**

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

**ATTEST:**

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**Ricky Blackmon**

**Mayor Pro Tem**

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**Lauren Evans**

**Town Clerk**

## **ERWIN BOARD OF COMMISSIONERS**

### **REGULAR MINUTES**

**MARCH 2, 2023**

**ERWIN, NORTH CAROLINA**

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding held its Regular Meeting in the Erwin Municipal Building Board Room on Thursday, March 2, 2023, at 7:00 P.M. in Erwin, North Carolina.

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

Board Member absent was: Commissioners William Turnage

Town Manager Snow Bowden, Town Clerk Lauren Evans, Town Attorney Tim Morris, Town Engineer, and Police Chief Jonathan Johnson were present.

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

Commissioner McKoy gave the invocation.

Resident, Kendall Wood, led the Pledge of Allegiance.

### **AGENDA ADJUSTMENT/APPROVAL OF AGENDA**

Commissioner Byrd made a motion to approve the agenda as presented and was seconded by Commissioner McKoy. **The Board voted unanimously.**

### **CONSENT**

Commissioner Blackmon made a motion to approve **(ITEM A)** Minutes Workshop Meeting on January 23, 2023 **(ITEM B)** ) Minutes Regular Meeting on February 2, 2023 **(ITEM C)** Financial Report for January 2023 **(ITEM D)** BOA-2023-03 and was seconded by Commissioner McKoy. **The Board voted unanimously.**

### **PUBLIC COMMENT**

No one was present for Public Comment.

### **MARCH 2023 CITIZEN OF THE MONTH**

Kendall Lee Wood of 109 Marsha Court was recognized as the March 2023 Citizen of the Month. Mayor Baker presented him with a Proclamation Plaque.



## MINUTES CONTINUED FROM MARCH 2, 2023

### PUBLIC HEARING

#### **ZT-2023-001**

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

Town Manager Snow Bowden stated the Town received a request to have two parcels located on Moulton Springs Road rezoned from residential, currently R-6 and R-10, to commercial (B-2). The Planning Board did recommend this request for approval.

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

Applicant, Daniel Keppler of 721 Ancient Oaks Drive, came forward and was sworn in by Town Clerk Lauren Evans.

Mr. Keppler addressed the Board. He stated wanted to request these parcels be rezoned from Residential to business, expanding what is already there. The residential property between the Dollar General and the property he currently owns is owned by Dianna and she is okay with the rezoning. The properties in front of the parcels are zoned business as well.

Commissioner Marbell asked what Mr. Keppler planned to do with the property.

Mr. Keppler stated he planned to put a self-storage facility there.

Commissioner Byrd asked if that use fell in the guidelines since it does not spell out "Storage Units."

Commissioner Blackmon stated when looking at rezoning, you do not specifically look at what the applicant is doing. You have to look at what is before the Board and all the allowed uses.

Town Manager Snow Bowden stated in the past they have looked at it, not as a retail shop but as a service establishment whose business is conducted entirely within an enclosed structure.

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

No one came forward.

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

No one came forward.

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

Commissioner Blackmon made a motion that the impact to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community. These are two separate tracts of land totaling 1.9 acres and was seconded by Commissioner Byrd. **The Board voted unanimously.**

Commissioner Blackmon made a motion that the requested zoning district is compatible with the existing Land Use Classification. This parcel is located in an area identified for medium intensity growth in our 2014 Land Use Plan. This area does allow for compatible growth with surrounding development and was seconded by Commissioner Byrd. **The Board voted unanimously.**

## **MINUTES CONTINUED FROM MARCH 2, 2023**

Commissioner Byrd made a motion that the proposal does enhance or maintain the public health, safety, and general welfare. The proposed rezoning request would allow for a better use of this land and was seconded by Commissioner Blackmon. **The Board voted unanimously.**

Commissioner McKoy made a motion that the request is for a small scale rezoning and should be evaluated for reasonableness. This is one tract of land that is 1.9 acres and was seconded by Commissioner Byrd. **The Board voted unanimously.**

Commissioner Byrd made a motion that the requested rezoning to B2 is compatible with all of the Town of Erwin's regulatory documents and would not only have a positive impact on the surrounding community, but would enhance the public health, safety, and general welfare as stated in the evaluation. It is recommended that this rezoning request be approved and was seconded by Commissioner Nelson. **The Board voted unanimously.**

Commissioner Blackmon made a motion to approve Ordinance For Map Amendment Case # Zt-2023-001 Amendment To The Official Zoning Map To Rezone From Residential (R-10 And R-6) To Highway Business (B-2) Per Zoning Ordinance Article XXIII For Harnett County PINs 0597-51-3188.000 And 0597-51-3059.000 and was seconded by Commissioner Byrd. **The Board voted unanimously.**

## **NEW BUSINESS**

### **Schedule Budget Retreat**

The consensus of the Board was to have our annual Budget Retreat on Thursday, March 30<sup>th</sup>, at 9 AM.

## **CLOSED SESSION**

Commissioner McKoy made a motion to table the Closed Session Pursuant to General Statute 143-318.11 (a) (6) for the Purpose of Discussing Personnel until our regularly scheduled Workshop on March 27<sup>th</sup> at 6 PM due to the absence of one of the Board Members and was seconded by Commissioner Blackmon. **The Board voted unanimously.**

## **MANAGER'S REPORT**

Town Manager Snow Bowden informed the Board that:

- We have a plan in place for the million-dollar grant that the Town received from the State of NC for water lines. He had spoken with Glenn McFadden with HRW. The best route for us to take was to take the project on and manage it through the engineer that HRW usually uses. Mr. McFadden will help us bid on the project to ensure that it is built to HRW standards.
- Our grant manager with the State of NC is in transition and he was waiting for some guidance on our grant for the Community Building grant. We also need to talk to the company and take a few items out that are not absolutely needed. The pricing came in a lot higher than expected or allowed in the budget.

### **MINUTES CONTINUED FROM MARCH 2, 2023**

- He reached out to the developers that submitted the permits for Ample Storage which will be an indoor climate control storage unit facility. There was a miscommunication from a previous employee with HRW that has since been taken care of. Glenn McFadden took care of the issue. They are going to be tearing down the old white house restaurant soon. They are going to be allowed to tap on to the existing HRW sewer line. Someone from HRW told them that they thought they would not be allowed to hook onto the sewer line for some reason.
- Main Street Family Care (the new urgent care facility off of HWY 421) is planning on opening up in early April 2023.
- We received the \$50,000 grant from Harnett County which was a grant from the State of NC. These funds will be put towards the costs of the parking lot at Al Woodall Park. The work at Al Woodall Park has been completed. It looks great. Town Staff greatly appreciates your support as we try and improve the facilities that are owned and maintained by the Town of Erwin
- We will be conducting interviews next week with the key stakeholders that have been identified to be included in our Comprehensive Land Use Plan update.
- The surveys for the land use plan will be live tomorrow or on Monday morning at the latest. We will have the link to the survey on our website and we should have flyers to hang in the windows of local businesses if they will allow us. We will need as many people as possible to complete the survey. We will e-mail each one of you with a link to the survey.
- He had a meeting with some of the employees from CloudWyze the following week to get an update on the project.
- He attended a regional meeting that week to learn about potential grant opportunities that he will be looking into more regarding stormwater.

### **ATTORNEY'S REPORT**

Town Attorney Tim Morris thanked the Board for allowing him to be the Town Attorney.

### **GOVERNING COMMENTS**

Commissioner McKoy stated he wanted to praise our local law enforcement for the response they made to the child and the gun at the Erwin Elementary School. The response was quick and he spoke on behalf of the citizens of Erwin that it was very much appreciated. All of our Town Staff do a wonderful job.

Commissioner Blackmon asked that we recognize SRO William Smith for what he did at the school. He praised the Police, we have the finest Police Department and that starts with Police Chief Jonathan Johnson.

Commissioner Marbell thanked the Board for the turnout during this sister-in-law's passing.

Commissioner Byrd stated he would like to see a Budget Amendment for the Ipads at our next Board Meeting. He asked that our Code Enforcement officer make a trip to Warren Rd, it is getting worse again. He expressed his concern for the ditch behind Erwin Elementary School. It is a safety hazard for kids and parents.

### **MINUTES CONTINUED FROM MARCH 2, 2023**

The Board asked that staff draft a letter to send to the Harnett County Board of Education asking that they address the drainage issues.

Commissioner Byrd stated there is a sign on each end of Old Post Road that states “No Through Trucks.” Trucks come down that road at 50 MPH. He asked Town Manager Snow Bowden to see if we can monitor Old Post Road more closely.

Police Chief Jonathan Johnson stated the Police Department had been pulling trucks on Old Post Road. He stated we need to clarify with DOT about the weight limit.

Commissioner Byrd inquired about contacting Ms. Green and the lady who owns the old bank building.

Commissioner Nelson stated our Police Department does an awesome job. Town Staff are doing an awesome job and Code Enforcement Officer is doing a really good job.

Mayor Baker stated that our Town Clerk Lauren Evans has been sending out invitations and event notices to make everyone aware of all of the upcoming meetings. If anyone else plans to attend the COG meeting on March 8<sup>th</sup>, please let her know. He asked the Board to please take advantage of the events and learning opportunities that we have. He informed that any notices going forward that the Board needs to know after the publication of the agendas will be sent by the Town Clerk digitally going forward. Financial Reports and Dept Reports will be provided quarterly. Please be conscious of your emails. He echoed that we have a wonderful staff with the Town of Erwin and are lucky to be leaders of people who make things happen for Erwin. He reminded the Board that the Town of Erwin will be having a litter later in March and our annual Remembrance Service in May.

Commissioner Nelson informed the Board that an opening Ceremony for the Baseball/Softball Season will be on April 22<sup>nd</sup>.

### **ADJOURNMENT**

Commissioner Byrd made a motion to adjourn at 7:46 P.M. and was seconded by Commissioner Nelson. **The Board voted unanimously.**

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

**ATTEST:**

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**Ricky Blackmon**

**Mayor Pro Tem**

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**Lauren Evans**

**Town Clerk**

February 6, 2023

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

RE: Town of Erwin 4-way Stop Guidance  
WithersRavenel Project No. 23-0286

Dear Mr. Bowden:

Thank you for allowing WithersRavenel (WR) to provide the following consulting services for the above referenced project. Below is a brief outline of our scope of services and fee schedule:

**Scope of Services**

WithersRavenel's teaming partner Benesch will develop guidance for the Town of Erwin (Town) for implementation of all-way stops. This will include developing written criteria for establishing or reviewing all-way stops in the Town. The MUTCD will be referenced to confirm compliance, and other municipalities' (up to 3) policies will be examined for potential guidance and incorporated as appropriate. Warrant criteria will be developed and then these criteria will be used to provide engineering recommendations to either establish, review or to convert the location to a two way stop.

A list of potential counter measures other than all-way stops will be provided that may be used to alleviate conditions present based on feedback from the police department or field observations relating to vehicle compliance and the control type present.

Guidance will be provided for when, and when not, to use each of these counter measures and reference materials for each will be noted.

This scope does not include evaluation or recommendations for specific intersections or roadways. This can be added for additional scope and fee.

**Timeline**

Work will begin immediately upon execution of this letter agreement with a completion time of two month.

**Fees**

WithersRavenel will provide this work on a lump sum basis for \$6,000

**Execution**

Please affix your signature in the space provided below and return one copy to my attention. This will serve as our contractual agreement, as well as, authorization to proceed with the Scope of Services summarized in this letter. I have attached our Fee & Expense Schedule and Standard Terms & Conditions, which will apply to this agreement.

Thank you for allowing us to serve you. Please call me if you have any questions.

OFFERED BY:

ACCEPTED BY:

WithersRavenel

Town of Erwin



2/6/23

Steve Lander, P.E.  
Director of Pavement Management

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

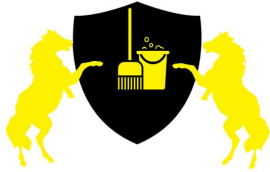
Description	Rate
<b>Engineering &amp; Planning</b>	
Construction Project Professional	\$ 145
Construction Manager I	\$ 150
Construction Manager II	\$ 165
Senior Construction Manager	\$ 185
CAD Technician I	\$ 105
CAD Technician II	\$ 115
Senior CAD Technician	\$ 140
Designer I	\$ 130
Designer II	\$ 150
Senior Designer	\$ 170
Landscape Architect I	\$ 150
Landscape Architect II	\$ 175
Landscape Architect III	\$ 190
Senior Landscape Architect	\$ 210
Landscape Designer I	\$ 130
Landscape Designer II	\$ 140
Planning Technician	\$ 110
Planner I	\$ 120
Planner II	\$ 140
Planner III	\$ 165
Senior Planner	\$ 175
Project Engineer I	\$ 165
Project Engineer II	\$ 175
Project Engineer III	\$ 190
Senior Project Engineer	\$ 210
Assistant Project Manager	\$ 175
Project Manager	\$ 190
Senior Project Manager	\$ 210
Resident Project Representative I	\$ 100
Resident Project Representative II	\$ 115
Resident Project Representative III	\$ 130
Senior Resident Project Representative	\$ 140
Staff Professional I	\$ 90
Staff Professional II	\$ 140
Staff Professional III	\$ 150
Staff Professional IV	\$ 185
Senior Staff Professional	\$ 195
Senior Technical Consultant	\$ 245
Client Experience Manager	\$ 225
Director	\$ 230
Principal	\$ 250
Zoning Specialist	\$ 325
<b>Project Coordinators</b>	
Project Coordinator I	\$ 95
Project Coordinator II	\$ 110
Project Coordinator III	\$ 120
Senior Project Coordinator	\$ 130
Lead Project Coordinator	\$ 140
<b>KNA</b>	
CAD Designer	\$ 80
Construction Observer	\$ 85
Engineer	\$ 137

Description	Rate
<b>Funding &amp; Asset Management</b>	
GIS Senior Specialist	\$ 165
GIS Specialist	\$ 145
GIS Survey Technician I	\$ 75
GIS Survey Technician II	\$ 100
GIS Survey Technician III	\$ 115
GIS Survey Lead	\$ 130
GIS Technician	\$ 95
GIS Analyst I	\$ 115
GIS Analyst II	\$ 130
GIS Project Manager	\$ 165
F&AM Assistant Project Manager	\$ 160
Intern I	\$ 65
Intern II	\$ 85
F&AM Implementation Specialist	\$ 145
F&AM Project Consultant I	\$ 115
F&AM Project Consultant II	\$ 125
F&AM Project Consultant III	\$ 130
F&AM Project Consultant IV	\$ 135
F&AM Senior Project Consultant I	\$ 145
F&AM Senior Project Consultant II	\$ 150
F&AM Project Manager	\$ 165
F&AM Principal	\$ 250
F&AM Director	\$ 230
F&AM Staff Professional I	\$ 70
F&AM Staff Professional II	\$ 110
F&AM Staff Professional III	\$ 150
F&AM Staff Professional IV	\$ 185
F&AM Senior Project Manager	\$ 210
F&AM Senior Technical Consultant	\$ 240
<b>Geomatics</b>	
Geomatics CAD I	\$ 100
Geomatics CAD II	\$ 115
Geomatics CAD III	\$ 130
Geomatics Project Manager I	\$ 165
Geomatics Project Manager II	\$ 175
Geomatics Project Manager III	\$ 185
Geomatics Project Professional I	\$ 145
Geomatics Project Professional II	\$ 170
Geomatics Principal	\$ 235
Geomatics Remote Sensing Crew I	\$ 210
Geomatics Remote Sensing Crew II	\$ 295
Geomatics Survey Crew I	\$ 150
Geomatics Survey Crew II (2 Man)	\$ 190
Geomatics Survey Crew III (3 Man)	\$ 225
Geomatics Senior Manager	\$ 210
Geomatics Survey Tech I	\$ 60
Geomatics Survey Tech II	\$ 90
Geomatics Survey Tech III	\$ 115
Geomatics Survey Tech IV	\$ 125
Geomatics Sr. Technical Consultant	\$ 210
Geomatics SUE Crew 1	\$ 190
Geomatics SUE Crew 2	\$ 260

Description	Rate
<b>Environmental</b>	
Environmental Technician I	\$ 80
Environmental Technician II	\$ 95
Environmental Technician III	\$ 100
Senior Environmental Technician	\$ 110
Environmental Project Geologist I	\$ 145
Environmental Project Geologist II	\$ 160
Environmental Project Geologist III	\$ 180
Environmental Senior Project Geologist	\$ 200
Environmental Assistant Project Manager	\$ 160
Environmental Project Manager	\$ 180
Environmental Senior Project Manager	\$ 200
Environmental Director	\$ 230
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 160
Environmental Project Engineer III	\$ 180
Environmental Senior Project Engineer	\$ 200
Environmental Project Principal	\$ 250
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 160
Environmental Project Scientist III	\$ 180
Senior Environmental Project Scientist	\$ 200
Environmental Scientist I	\$ 105
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Geologist I	\$ 105
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Environmental Professional I	\$ 105
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Senior Technical Consultant	\$ 225
<b>Administrative</b>	
Administrative Assistant	\$ 65
Administrative Assistant I	\$ 80
Administrative Assistant II	\$ 90
Administrative Assistant III	\$ 100
Marketing Administration I	\$ 90
Marketing Administration II	\$ 115
Director of Marketing	\$ 145
Office Administration	\$ 70
Office Administrator I	\$ 115
Office Administrator II	\$ 120
Office Administrator III	\$ 125
<b>Other</b>	
Expert Witness	\$ 400
<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, 2023 – Schedule is subject to change

## PONY XPRESS CLEAN JANITORIAL SYSTEMS



03/03/2023

Town of Erwin  
Snow Bowden  
910-897-5140

**Pony Xpress Clean Janitorial Systems** appreciates and respects the opportunity to provide a proposal for your buildings cleaning and janitorial needs. We realize that you have many options with respect for your janitorial provider and understand the time and hassle to make the right choice. With a combined over 30 years of experience from our management team, using top of the line cleaning products, along with the true value **PXC** places on its customers we feel the right choice for you is **PXC**.

As a local provider of janitorial services, **Pony Xpress Clean Janitorial Systems** is well suited to manage all of your facilities cleaning needs. We believe our management support and follow up system with our customers allows us to always be ahead of the game and be pro - active to your needs.

**PXC. Do you expect professional, well trained, reliable cleaners and management?**

**PXC. Do you expect that the industry's leading equipment and cleaning products be used in your facility?**

**PXC. Do you feel it's important to have all staff background checked and insured?**

If you answer "YES", **Pony Xpress Clean Janitorial Systems** is the perfect partner for your organization.

Please find enclosed a customized quote based on the work schedule that was built from the information from our meeting together. As you review the cleaning specifications, features and benefits which **PXC** offers, please do not hesitate to contact me with any questions you may have or any changes that you would like.

Client satisfaction is what drives **PXC** to be successful and retain our great customer base that we have built in a short amount of time, and it is our desire to add you to our list of satisfied happy customers.

Respectfully Submitted,

**Brian Mack**  
**President**  
**919-633-3591**  
**919-330-4070**  
[Ponyxpressclean@gmail.com](mailto:Ponyxpressclean@gmail.com)  
[WWW.PXCJANITORIALSYSTEMS.COM](http://WWW.PXCJANITORIALSYSTEMS.COM)

**PXC** uses state of the art national background checking services. Some of the items we check include:

**NATIONAL** Criminal Background

- Felonies
- Excessive Misdemeanors
- Social Security Verification
- Residential Background



It is important to us at **PXC** that our clients feel safe and confident in the staffing we provide.

**Everyone who comes through your door for any job is Bonded and Insured for your protection.**

**PONY XPRESS CLEAN JANITORIAL SYSTEMS IS A PROUD MEMBER OF**



## PXC EQUIPMENT



**Team Cleaning** is the right way to clean. This environmentally friendly program incorporates Pro Team backpack vacuums in a way that has proven to be an extremely effective way to clean and to slash costs, and is another way **PXC** and its partners have joined resources to educate cleaning industry professionals and their clients on **BETTER** ways to operate.

- Utilizes a unique 4 stage HEPA filtration system which captures 99.9% of all particles 1 micron or larger.
  - 43% more effective than traditional systems most commonly used.
- 
- 



### Professional Grade Cleaning Chemicals

All Purpose Cleaner

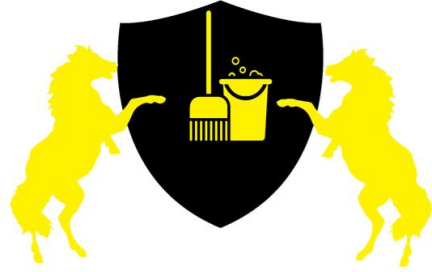
Rest Room Cleaner

No Film Floor Cleaner

Hospital Grade Disinfectant



**PONY XPRESS CLEAN  
JANITORIAL SYSTEMS**



[www.pxcjanitorialsystems.com](http://www.pxcjanitorialsystems.com)



## **PXC JANITORIAL SYSTEMS CUSTOMIZED WORK SCHEDULE FOR: Town of Erwin**

### **Category/Service Schedule**

### **How often?**

#### **General Cleaning Office, Common Areas: Cleaned 2 X Week**

Damp wipe and sanitize all horizontal surfaces  
Clean entrance and partition glass, remove smudges  
Dust and clean fixtures  
Spot clean doors, frames, walls, and switches  
Empty wastepaper and trash containers  
Clean and sanitize drinking fountains/coolers

#### **Carpet and Hard Floor Surface Maintenance Entire Facility: Cleaned 2 X Week**

Vacuum walk – off mats  
Vacuum carpeted areas  
Detail vacuuming including edges and corners  
Dust mop all hard surface floor areas  
Thorough heavy damp mop all hard floors

#### **Kitchen / Break Area: Cleaned 2 X Week**

Clean and disinfect kitchen counters and tables  
Clean kitchen sink (if empty)  
Clean and disinfect exterior of appliances  
Clean microwaves inside and outside  
Restock kitchen paper and soap products

#### **Restrooms: Cleaned 2 X Week**

Clean and polish restroom dispensers and fixtures  
Clean and disinfect sinks, toilets, and urinals  
Spot clean tile walls and toilet partitions  
Wash restroom floors with germicidal cleaner  
Clean and polish restroom metal and mirrors  
Restock restroom paper and soap products  
Clean and sanitize sanitary napkin dispensers

#### **Detail Dusting: Cleaned 1 X Monthly**

Dust high & low in corners for cobwebs  
Dust all Venetian blinds  
Dust ceiling vents, light fixtures, and picture frames  
Dust ledges and windowsills

## **SPECIAL FLOOR CARE SERVICES PROVIDED BY PXC UPON REQUEST ALACART**

Scrub & Recoat Floors --\$ 30 cents (per sq. ft.)

Strip & Refinish Floors--\$ 50 cents (per sq. ft.)

Hot Water Extract Carpets--\$ 35 cents (per sq. ft.)

Scrub Tile and Grout --\$ 30 cents (per sq. ft.)

Buff Floors--\$ 10 cents (per sq. ft.)

Clean Exterior Windows-- \$ 20 cents (per sq. ft.)

**Additional Duties:** Any of the “Special Floor Care Services” listed above will be performed upon the customer’s request and billed separately.

### **Special Provisions** (chemical / equipment):

1. **PXC** will provide and use all our own commercial grade equipment and chemicals for each clean.
2. Professional Dress Code is required for **PXC** cleaning staff.

### **Consumables to be provided by customer unless noted or specified here.**

Trash Liners

Hand Soap

Toilet Tissue

Paper Towels

Recycle Bins to be emptied.....   X   Yes       NO

### **Closing Instructions:**

**Walk facility to inspect and ensure high quality clean**

**Clean and organize janitor closet**

**Turn off lights as instructed**

**Lock doors and windows as instructed**

**Set alarms as instructed**

## Maintenance Agreement Prepared by PXC JANITORIAL SYSTEMS For: Town of Erwin

The Undersigned herein known as Town of Erwin accepts the proposal of Pony Xpress Clean Janitorial Systems

Terms: 2 Full clean per week **PXC Janitorial Systems** Monthly Charge will be: \$885.00

\$885.00 per month (plus applicable tax), to include > 2 < time(s) per week Full service, as stated in Category/Cleaning Schedule above. (Includes Pony Xpress providing all cleaning chemicals and equipment.)

Terms: 3 Full clean per week **PXC Janitorial Systems** Monthly Charge will be: \$1075.00

\$1075.00 per month (plus applicable tax), to include > 3 < time(s) per week Full service, as stated in Category/Cleaning Schedule above. (Includes Pony Xpress providing all cleaning chemicals and equipment.)

1. All nightly services will be performed as listed and scheduled per this agreement with the exception of the legal holidays listed here: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There will be no rebate of contract price for a holiday.
2. **CUSTOMER** acknowledges access to facility by customer employees following service, as in the case of a "three shifts" or "twenty-four hour" facility, wherein areas are soiled by said employees, shall not constitute a material deficiency of specifications.
3. **PXC** will supply all electric equipment and cleaning chemicals necessary to fulfill the terms of this agreement unless indicated to the contrary above.
4. **PXC** will perform all tasks as required under the terms of this Agreement, unless circumstances caused by an act of God, strike, war, or other conditions beyond the control of **PXC** occur that prevent scheduled tasks from being completed in a safe and proper manner.
5. **CUSTOMER** shall supply bin liners, hand soap, hand towels, and toilet tissue at **CUSTOMER'S** sole expense. **PXC** will supply cleaning products necessary to fulfill the terms of this Agreement at **PXC** sole expense.
6. The term of this Agreement shall be for twelve (12) months beginning on the date services are to start at the location listed in this agreement and automatically renew for an additional one-year period upon each anniversary date unless either party shall notify the other party in writing prior to at least sixty days (60) of the anniversary date of its election not to renew for the additional one (1) year period. In that event, this agreement shall expire on the anniversary date of the then current twelve (12) month period and shall be of no force and effect thereafter. Pricing is subject to an annual 3% increase upon review at anniversary date.
7. If a party to this cleaning contract fails to perform material specifications ("the non-performing party"), the party claiming non-performance (the claiming party) will send the non-performing party written notice by certified mail, specifying and listing the precise manner of material non-performance. This notice will provide that the non-performing party will have (15) days from receipt of the notice to cure or correct the items of non-performance. If these items have not been corrected or cured within this Fifteen (15) day period, the claiming party may then terminate this Agreement by sending the non-performing party a Thirty (30) day notice of termination. Because response to potential deficiencies is vital to maintaining the Agreement, **CUSTOMER** acknowledges that Electronic Mail be used to communicate any issues. Notification not in absolute compliance with the aforementioned method of communication shall not be recognized as valid notification of deficiency or termination. The preferred email address is [ponyexpressclean@gmail.com](mailto:ponyexpressclean@gmail.com) During the term of this Agreement or in the event of termination for any cause, **CUSTOMER** shall not directly or indirectly solicit to perform services, act as an independent contractor, hire as an employee or enter into any business relationship with any of **PXC** employees, subcontractors, or other authorized representatives of **PXC** for a period of **TWENTY FOUR** (24) months.
8. **CUSTOMER** agrees to work in good faith to meet and inspect with **PXC** Management should material deficiencies arise.
9. **CUSTOMER** recognizes that, from time to time, at its sole discretion, **PXC** may change cleaning staff.
10. **PXC** shall not be responsible for wear and tear, dilapidation or poor previous upkeep of any or all parts of **CUSTOMER** facility.
11. Upon acceptance of the terms of this Agreement and written signature approval by both sides, a start date for services to begin shall be agreed upon by both **CUSTOMER** and **PXC**. **CUSTOMER** agrees to pay the total minimum sum per month as listed.



***PONY XPRESS CLEAN JANITORIAL SYSTEMS AGREEMENT SIGNATURE PAGE***

**Town of Erwin:**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **Requested Start Date:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**Pony Xpress Clean Janitorial Systems:**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**AGREEMENT COMMENCEMENT:** \_\_\_\_\_ **OF** \_\_\_\_\_, **20** \_\_\_\_\_.





# TOWN OF ERWIN

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

## TOWN OF ERWIN BOARD OF COMMISSIONERS PROCLAMATION OF APPRECIATION FOR THE MEDICAID EXPANSION TO CLOSE THE HEALTH INSURANCE GAP

**WHEREAS**, healthy citizens and access to affordable health care are key to the Harnett County economy;

**WHEREAS**, closing the health insurance coverage gap will extend insurance to approximately 8,302 uninsured individuals in Harnett County and close the gap for more than 600,000 across the state;

**WHEREAS**, closing the health insurance coverage gap will drive \$51,000,000 in new business and healthcare activity in Harnett County, generate \$1,455,900 in new county revenue, and create 344 new jobs;

**WHEREAS**, closing the health insurance coverage gap will provide access to behavioral health care to address the opioid epidemic as reflected by 37 deaths and 134 emergency department visits related to opioid addiction in 2019, and offset the hospitalization costs of the \$555,826 that Harnett County spent on inmate health;

**WHEREAS**, federal funding from taxes that North Carolinians have already paid will cover 90% of costs for states closing the health insurance coverage gap to citizens who need access to affordable health insurance;

**WHEREAS**, In Medicaid expansion states, the uninsured rate for opioid-related hospitalizations plummeted by 79 percent, from 13.4 percent in 2013 (the year before expansion implementation) to 2.9 percent in 2015.

**THEREFORE, BE IT RESOLVED THAT** The Town of Erwin Board of Commissioners gives appreciation to the North Carolina General Assembly for closing the health insurance coverage gap in North Carolina with Medicaid Expansion.

This Proclamation shall be effective on and after its passage and shall be shared with the members of Harnett County's General Assembly delegation.

**PROCLAIMED** this 6<sup>th</sup> day of April 2023.

**ATTEST:**

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**Ricky Blackmon, Mayor Pro Tem**

---

**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: April 6, 2023

Subject: SU-2023-001

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The Town has received an application for a special use permit at 413 East Jackson BLVD. The applicant has requested a special use permit to operate a manufactured home retail center. There would be mobile homes stored on site. The applicant plans on using the existing building on the site as an office building.

### Attachments:

- SU-2023-001 Application
- SU-2023-001 Staff Report
- Harnett County GIS Image with Zoning
- Harnett County GIS Image no Zoning
- Property owners notified



## TOWN OF ERWIN

100 West F St., Post Office Box 459  
Erwin, NC 28339  
(910) 897-5140 V (910) 897-5543 F  
www.erwin-nc.org

### SPECIAL USE PERMIT APPLICATION

#### In the Matter Of the Request to the Erwin Board of Commissioners

Applicant Name	Cathy Parker	Property Owner Name	Michael Jefferson Wood
Mailing Address	413 E. Jackson Blvd	Mailing Address	1431 Bailey Rd.
City, State, Zip	Erwin NC 28339	City, State, Zip	Coats NC 27521
Telephone	910-527-6254	Telephone	919-538-6046
Email	pathyannparker@yahoo.com	Email	woodmichael518@gmail.com
Address of Subject Property		413 E. Jackson Blvd Erwin NC 28339	
Parcel Identification Number(s) (PIN) of Subject Property		1507 - 23 - 5569 .000	
Legal Relationship of Applicant to Owner	Leasee	Floodplain SFHA	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Legal Description: Lot	Block	Subdivision	7.2 acres RL Taylor & Bryant
Zoning District	Hwy. business	Wetlands	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Public Water Available:	Y or N	Public Sewer Available:	Y or N
Existing Septic Tank:	Y or N		
Number of Buildings to Remain	1	Gross Floor Area to Remain	1944
Describe Proposed Project or Request with Conditions proposed by applicant:			
Manufactured Housing Retail Sales Center			
Total Acreage or Square Footage to be Disturbed		D	
Estimated Cost of Project \$		D	

Attach a scaled illustrative plot or site plan showing all lot dimensions, buildings, structures, driveways, parking spaces, and distances between structures and property lines.

Provide complete mailing addresses for each adjacent property owners (also property within 100 feet) and/or property owners directly across a street, if any. Names and addresses must be from current Harnett County tax listings.

#### Office Use Only

Date Application Submitted \_\_\_\_\_ Application Fee \$ \_\_\_\_\_ Received By \_\_\_\_\_

Case # SU-20 \_\_\_\_-0 \_\_\_\_



## **TOWN OF ERWIN**

100 West F St., Post Office Box 459

Erwin, NC 28339

(910) 897-5140 V (910) 897-5543 F

[www.erwin-nc.org](http://www.erwin-nc.org)

### **Special Use Signature Page**

It is understood by the undersigned that the development and execution of the Special Use Permit is based upon the division of the Town into districts within which districts the use of land and buildings, and the bulk and location of buildings and structures in relation to the land, is substantially uniform. It is recognized, however, that there are certain uses which, because of their characteristics, cannot be properly classified in any particular district or districts, without consideration, in each case, of the impact of those uses upon neighboring land and of the public need for the particular location. Such special uses fall into two categories.

1. Uses publicly operated or traditionally affected with a public interest
2. Uses entirely private in character, but of such unusual nature that their operation may give rise to unique problems with respect to their impact upon neighboring property or public facilities.

The Zoning Ordinance as originally adopted and as subsequently amended is presumed by the Town to be appropriate to the property involved and that the burden of proof for a Special Use approval rests with the applicant. Applicant is encouraged to discuss the proposed use with affected property owners.

It is further understood that prior to the granting of any special use, the Board of Commissioners may stipulate, such conditions and restrictions upon the establishment, location, reconstruction, maintenance, and operation of the special use as it is deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified in 9-411.5 of the Town Code. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary as proof that the conditions stipulated in connection therewith are being and will be complied with.

- Such conditions may include a time limitation;
- Conditions may be imposed which require that one or more things be done before the use requested can be initiated. (For example, "that a solid board fence be erected around the site to a height of 6 feet before the use requested is initiated");
- Conditions of a continuing nature may be imposed. (For example, "exterior loud speakers shall not be used between hours of 10:00 p.m. and 9:00 a.m.")

**Compliance with Other Codes:** Granting of a Special Use Permit does not exempt applicant from complying with all of the requirements of building codes and other ordinances.

**Revocation:** In any case where the conditions of the Special Use Permit have not been or are not being complied with, the Building Inspector shall give the permitted notice of intention to revoke such permit at least ten (10) days prior to a Board of Commissioners review thereof. After conclusion of the review, the Board of Commissioners may revoke such permit.

**Expiration:** In any case where a Special Use Permit has not been exercised within the time limit set by the Board of Commissioners, or within one year if no specific time limit has been set, then without further action, the permit shall be null and void. "Exercised" as set forth in this section shall mean that binding contracts for the construction of the main building have been let; or in the absence of contracts that the main building is under construction to a substantial degree; or that pre-requisite conditions involving substantial investment are contracted for, in substantial development, or completion (sewer, drainage, etc.). When construction is not part of the use, "exercised" shall mean that the use is in operation in compliance with the conditions set for in the permit.

**Duration:** Duration of a special use and any conditions attached shall be perpetually binding to the property unless it is expressly limited.

Applicant Signature and Date: Cathy Parker 3-17-2023



## TOWN OF ERWIN

100 West F St., Post Office Box 459  
Erwin, NC 28339  
(910) 897-5140 V (910) 897-5543 F  
[www.erwin-nc.org](http://www.erwin-nc.org)

### SPECIAL USE APPLICATION

#### Record of Adjacent Property Owners

With Mailing Addresses Per Harnett County Land Records

Property Owner (1)	<u>Rabbit Construction Inc.</u>	Mailing
Address	<u>121 Britt Valley Rd</u>	City <u>Raleigh</u> ST <u>NC</u> Zip <u>27603</u>
Property Owner (2)	<u>Rabbit Construction Inc.</u>	Mailing
Address	<u>121 Britt Valley Rd.</u>	City <u>Raleigh</u> ST <u>NC</u> Zip <u>27603</u>
Property Owner (3)	<u>Rabbit Construction Inc.</u>	Mailing
Address	<u>121 Britt Valley Rd.</u>	City <u>Raleigh</u> ST <u>NC</u> Zip <u>27603</u>
Property Owner (4)	<u>Meza Zoraida Del Carmen Martinez</u>	Mailing
Address	<u>114 1st St.</u>	City <u>Erwin</u> ST <u>NC</u> Zip <u>28339</u>
Property Owner (5)	<u>Tart Casper Jr.</u>	Mailing
Address	<u>PO BOX 194</u>	City <u>Cameron</u> ST <u>NC</u> Zip <u>28326</u>
Property Owner (6)	<u>EZS</u>	Mailing
Address	<u>27 Annette dr.</u>	City <u>Benson</u> ST <u>NC</u> Zip <u>27504</u>
Property Owner (7)	_____	Mailing
Address	_____	City _____ ST _____ Zip _____
Property Owner (8)	_____	Mailing
Address	_____	City _____ ST _____ Zip _____
Property Owner (9)	_____	Mailing
Address	_____	City _____ ST _____ Zip _____
Property Owner (10)	_____	Mailing
Address	_____	City _____ ST _____ Zip _____
Property Owner (11)	_____	Mailing
Address	_____	City _____ ST _____ Zip _____
Property Owner (12)	_____	Mailing
Address	_____	City _____ ST _____ Zip _____
Property Owner (13)	_____	Mailing
Address	_____	City _____ ST _____ Zip _____



## WOOD MICHAEL JEFFERSON

413 E JACKSON BLVD ERWIN NC 28339  
1500010237CITY ERWIN ADVL TAX (100), COUNTY WIDE  
ADVALOREM TAX (100), ERWIN FIRE TOWN OF  
ADVALOREM TAX (100), SOLID WASTE FEE SOLID WASTE  
(1)

Reval Year: 2022 Tax Year: 2023

7.2 ACRES R L TAYLOR &amp; BRYANT

Appraised By 00 on 01/01/2022 00600E E JACKSON BLVD, PROFESSIONAL PARK COMM

CARD NO. 1 of 1

7.2000 AC

TW-06 CI-02 FR-

7.0700 AC

Parcel ID: 06-0597-11-03-0009-

SPLIT FROM ID

PLAT: / UNIQ ID 247331

ID NO: 1507-23-5569.000

SRC= Inspection

AT- LAST ACTION 20220221

USE	USE DESCRIPTION	MOD	MODEL DESCRIPTION	STYLE	TOTAL LIVING AREA	AYB	EYB	EX-	AT-	CORRELATION OF VALUE
17	OFFICE	07	COMMERCIAL	1 - 1.0 Story	2,556	1996	1996			CREDENCE TO MARKET

CATEGORY	CODE	DESCRIPTION	BASE RATE	COUNT	RATE
Foundation	3	Continuous Footing			0.00
Sub Floor System	4	Plywood			0.00
Exterior Walls	10	Aluminum/Vinyl Siding			0.00
Roofing Structure	03	Gable			
Roofing Cover	03	Asphalt or Composition Shingle			0.00
Interior Wall Construction	5	Drywall/Sheetrock			0.00
Interior Floor Cover	08	Sheet Vinyl			0.00
Interior Floor Cover	12	Hardwood			0.00
Heating Fuel	09	ELECTRIC (COMMERCIAL)			0.00
Heating Type	20	HEAT PUMP (COMMERCIAL)			6.00
Air Conditioning Type	08	CENTRAL (COMMERCIAL)			5.75
Structural Frame	02	Wood Frame			0.00
Ceiling & Insulation	07	Not Suspended - Ceiling and Wall Insulated			0.00

ATTACHMENTS					DEPRECIATION		NB FACTOR	
TYPE	GS AREA	BASE RATE	SIZE FACTOR	RPL CS	NORM	0.46000	1	
CAN	416	11.60	0.9400	4536				
OFFICE	1,944	90.60	1.1900	204844				
WDD	196	16.70	1.0000	3273				

BUILDING ADJUSTMENTS		
GRADE	D	

CODE	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	---	AYB	EYB	DEP SCH	OVR	% COND	OB/XF DEPR. VALUE
44	YARD LTS		0	0	2	1,800.00	0.00		0.00	2000	2000	C20		45	1377
TOTAL OB/XF VALUE															1377

BLDG DIMENSIONS: OFFICE=W8S4W58N26E76S26W10N4Area:1944;CAN=S6W64N6E52N4E8S4E4Area:416;WDD=N14E14S14W14Area:196;TotalArea:2556

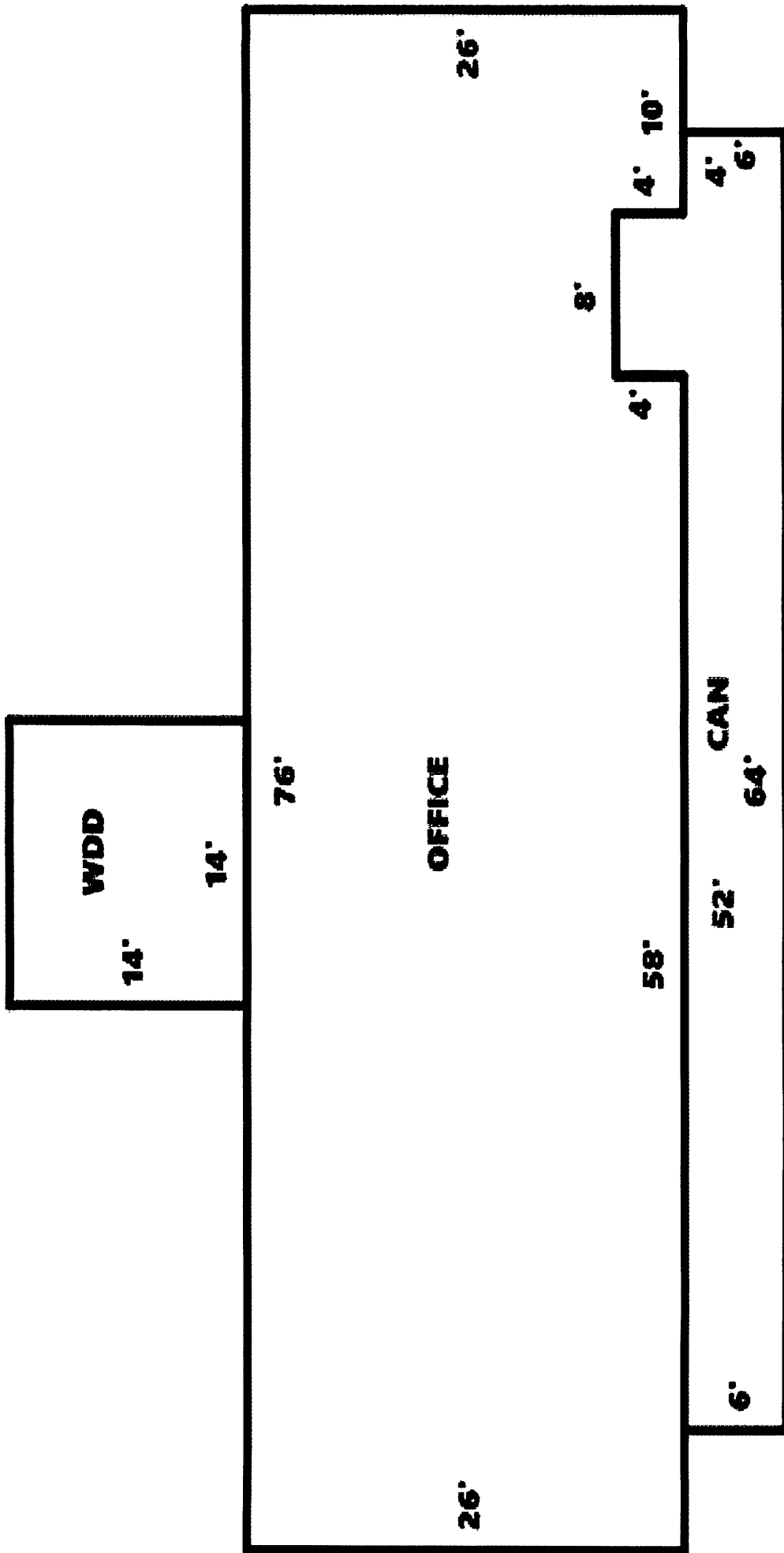
LAND INFORMATION																
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJ/NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE
Commercial Building Site	CB	B2			1.0000	0	1.0000			125,000.00	1.000	AC	1.000	125,000.00	125000	0
Commercial Building Site	CB	B2			1.0000	0	0.8000	+00 +00 +00 +00 -20 UD		72,796.54	6.070	AC	0.800	58,237.23	353500	0

TOTAL MARKET LAND DATA											7.07				478500	
TOTAL PRESENT USE DATA																

06-0597-11-03-0009- (7562243) Group:0

3/16/2023 5:44:20 PM.





<b>PID:</b> 06059711030009	<b>Building Value:</b> \$97608
<b>PIN:</b> 1507-23-5569.000	<b>Parcel Outbuilding Value:</b> \$1380
<b>Account Number:</b> 1500010237	<b>Parcel Land Value:</b> 478500
<b>Owner:</b> WOOD MICHAEL JEFFERSON	<b>Market Value:</b> \$577488
<b>Mailing Address:</b> 1431 BAILEY RD COATS, NC 27521-9677	<b>Deferred Value:</b> \$0
<b>Physical Address:</b> 413 E JACKSON BLVD ERWIN, NC 28339 ac	<b>Total Assessed Value:</b> \$577488
<b>Description:</b> 7.2 ACRES R L TAYLOR & BRYANT	<b>Zoning:</b> Highway Business - 7.07 acres (100.0%), Residential - 0.0 acres (0.0%)
<b>Surveyed/Deeded Acreage:</b> 7.2	<b>Zoning Jurisdiction:</b> Erwin
<b>Calculated Acreage:</b> 7.07	<b>Wetlands:</b> No
<b>Deed Date:</b> 1382504400000	<b>FEMA Flood:</b> Minimal Flood Risk
<b>Deed Book/Page:</b> 3166 - 0741	<b>Within 1mi of Agriculture District:</b> Yes
<b>Plat(Survey) Book/Page:</b> -	<b>Elementary School:</b> Erwin Elementary
<b>Last Sale:</b> 2013 - 10	<b>Middle School:</b> Coats-Erwin Middle
<b>Sale Price:</b> \$0	<b>High School:</b> Triton High
<b>Qualified Code:</b> A	<b>Fire Department:</b> Erwin
<b>Vacant or Improved:</b> I	<b>EMS Department:</b> Medic 5, D5 EMS
<b>Transfer of Split:</b> T	<b>Law Enforcement:</b> Erwin Police
<b>Actual Year Built:</b> 1996	<b>Voter Precinct:</b> Erwin/Duke
<b>Heated Area :</b> 1944 SqFt	<b>County Commissioner :</b> W Brooks Matthews
<b>Building Count :</b> 1	<b>School Board Member:</b> Bradley Abate

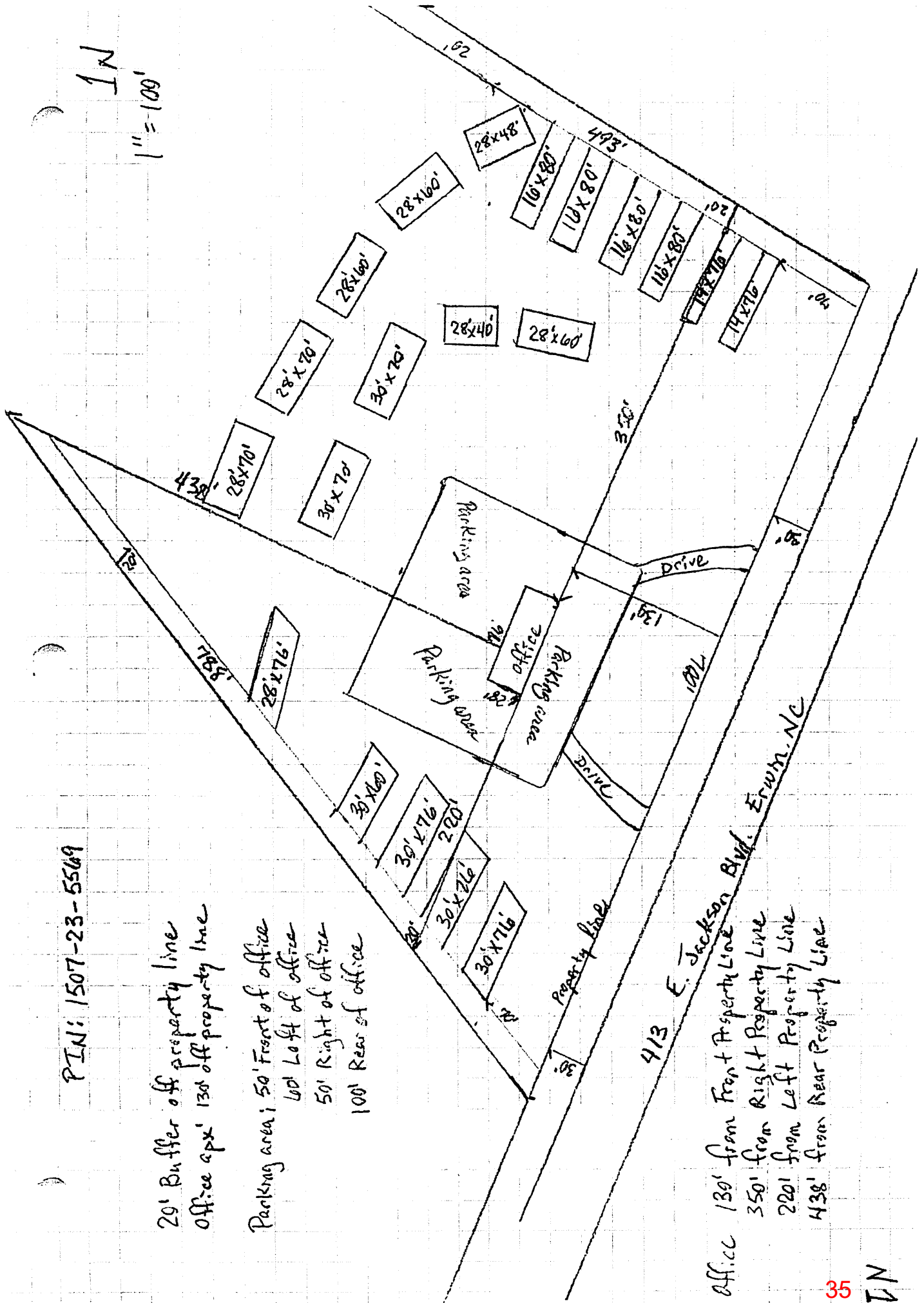


PIN: 1507-23-5569

1N  
1" = 100'

20' Buffer off property line  
Office apx. 130' off property line

Parking area; 50' Front of office  
60' Left of office  
50' Right of office  
100' Rear of office



Office 130' from Front Property Line  
350' from Right Property Line  
220' from Left Property Line  
438' from Rear Property Line





000116960520222022000000



**Harnett**  
COUNTY  
NORTH CAROLINA

## Property Tax Bill Detail

Current Owner: **RABBIT CONSTRUCTION INC Property Tax Real Property**

Description: **LT#9 RIVERSIDE PROF  
PARK MAP#2005-715**

Bill Status: **PAID**

Location: **40 PROFESSIONAL PARK  
ERWIN NC 28339**

Bill Flag: **OWNERSHIP TRANSFER**

Bill #: **0001169605-2022-2022-0000-00**

Mailing Address: **121 BRITT VALLEY RD  
RALEIGH NC 27603-8024**

Old Bill #:

Old Account #:

Due Date: **9/1/2022**

Parcel #: **061507 0107 12**

Interest Begins: **1/6/2023**

Lender:

	Value	Rate	Tax Districts	Description	Amount
Real	\$143,970	.5910	HARNETT COUNTY	Tax	\$850.86
Deferred	\$0	.4800	ERWIN	Tax	\$691.06
Use	\$143,970				
Personal	\$0	.0950	ERWIN	Tax	\$136.77
Exempt & Exclusion	\$0		FIRE(TOWN)		

**Total Assessed Value \$143,970**

Interest: \$0.00

**Total Billed: \$1,678.69**

### Transaction History

Date	Type	Paid By	Trans #	Amount
1/27/2023	PAYMENT	RABBIT CONSTRUCTION INC	3508925	\$1,678.69

**Current Due: \$0.00**

## RABBIT CONSTRUCTION INC

100 PROFESSIONAL PARK ERWIN NC  
28339  
1500050245

Parcel ID: 06-1507- - -0107- -11-

PLAT: 2005/715 UNIQ ID 248821  
ID NO: 1507-23-9378.000

SPLIT FROM ID

Reval Year: 2022 Tax Year: 2023

Appraised By 00 on 01/01/2022 006006 E JACKSON BLVD, PROFESSIONAL PARK COMM

CITY ERWIN ADVL TAX (100), COUNTY WIDE  
ADVALOREM TAX (100), ERWIN FIRE TOWN OF  
ADVALOREM TAX (100)  
LT#8 RIVERSIDE PROF PARK MAP#2005-715

CARD NO. 1 of 1

1.0000 LT

2.2900 AC

SRC= Inspection

AT- LAST ACTION 20220624

TW-06 CI-02 FR-

USE	USE DESCRIPTION	MOD	MODEL DESCRIPTION	STYLE	TOTAL LIVING AREA	AYB	EYB	EX- AT- CORRELATION OF VALUE
10		00						CREDENCE TO MARKET

CATEGORY	CODE	DESCRIPTION	BASE RATE	COUNT	RATE
DEPRECIATION		NB FACTOR			
NORM		1			

DEPR. BUILDING VALUE - CARD	0
DEPR. OB/XF VALUE - CARD	
MARKET LAND VALUE - CARD	174,780
TOTAL MARKET VALUE - CARD	174,780

TOTAL APPRAISED VALUE - CARD	174,780
TOTAL APPRAISED VALUE - PARCEL	174,780

TOTAL PRESENT USE VALUE - LAND	0
TOTAL VALUE DEFERRED - PARCEL	0
TOTAL TAXABLE VALUE - PARCEL \$	174,780

PRIOR APPRAISAL	PERMIT
BUILDING VALUE	0
OBXF VALUE	0
LAND VALUE	264,550
PRESENT USE VALUE	0
DEFERRED VALUE	0
TOTAL VALUE	264,550
ROUT: WTRSHD:	

SALES DATA							
OFF. RECORD		DATE		DEED	Q/U	V/I	INDICATE
BOOK	PAGE	MO	YR	TYPE			SALES PRICE
04156	0958	6	2022	WD	Q	V	106,000
02218	0535	4	2006	DE	Q	V	218,000
01869	0817	12	2003	WD	D	V	0

HEATED AREA

NOTES

CODE	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	---	AYB	EYB	DEP SCH	OVR	% COND	OB/XF DEPR. VALUE
TOTAL OB/XF VALUE															
BLDG DIMENSIONS															

## LAND INFORMATION

HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJ/NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
Commercial Building Site	CB	B2			1.0000	0	0.8500	+00 +00 +00 +00 -15 ud		89,792.58	2.290	AC	0.850	76,323.69	174781	0	

## TOTAL MARKET LAND DATA

TOTAL PRESENT USE DATA	2.29														174781		
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06-1507- - -0107- -11- (7515128) Group:0

3/16/2023 5:53:48 PM.

RABBIT CONSTRUCTION INC

1500050245

Parcel ID: 06-1507- - -0107- -11-

ID NO: 1507-23-9378.000

CARD NO. 1 of 1











## EZS COMPANY LLC

411 E JACKSON BLVD ERWIN NC 28339  
1500043238CITY ERWIN ADVL TAX (100), COUNTY WIDE  
ADVALOREM TAX (100), ERWIN FIRE TOWN OF  
ADVALOREM TAX (100), SOLID WASTE FEE SOLID WASTE  
(1)

2.45AC CASPER TART JR

Reval Year: 2022 Tax Year: 2023

Appraised By 00 on 01/01/2022 00600E JACKSON BLVD, PROFESSIONAL PARK COMM

CARD NO. 1 of 2

2.4500 AC

TW-06 CI-02 FR-

2.4600 AC

Parcel ID: 02-1506- - -0083- -01-

PLAT: / UNIQ ID 223265

ID NO: 1507-23-2726.000

SPLIT FROM ID

SRC= Inspection

AT- LAST ACTION 20220221

USE	USE DESCRIPTION	MOD	MODEL DESCRIPTION	STYLE	TOTAL LIVING AREA	AYB	EYB	EX-	AT-	CORRELATION OF VALUE
17	OFFICE	07	COMMERCIAL	1 - 1.0 Story	2,208	1989	1989			

CATEGORY	CODE	DESCRIPTION	BASE RATE	COUNT	RATE
Foundation	4	Spread Footing			1.00
Sub Floor System	2	Slab on Grade- Residential/Commercial			0.00
Exterior Walls	21	Face Brick			2.20
Roofing Structure	04	Hip			
Roofing Cover	03	Asphalt or Composition Shingle			0.00
Interior Wall Construction	5	Drywall/Sheetrock			0.00
Interior Floor Cover	14	Carpet			0.00
Interior Floor Cover	05	Asphalt Tile			0.00
Heating Fuel	09	ELECTRIC (COMMERCIAL)			0.00
Heating Type	20	HEAT PUMP (COMMERCIAL)			6.00
Air Conditioning Type	08	CENTRAL (COMMERCIAL)			5.75
Structural Frame	02	Wood Frame			0.00
Ceiling & Insulation	07	Not Suspended - Ceiling and Wall Insulated			0.00
Average Rooms Per Floor	8	Average Rooms Per Floor			0.00

ATTACHMENTS					DEPRECIATION		NB FACTOR	
TYPE	GS AREA	BASE RATE	SIZE FACTOR	RPL CS	NORM	0.50000	1	
CAN	160	11.60	1.0000	1856				
OFFICE	2,048	92.80	1.0700	199332				

BUILDING ADJUSTMENTS		
GRADE	C	

CODE	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	---	AYB	EYB	DEP SCH	OVR	% COND	OB/XP DEPR. VALUE
09	ASP PAVING		0	0	16,550	2.00	100.00	-	0.00	1989	1989	C10		25	8275
01	STORAGE		10	8	80	10.00	0.00	-	0.98	1989	1989	S2		25	196
44	YARD LTS		0	0	2	1,800.00	0.00	-	0.00	1989	1989	C20		45	1620
TOTAL OB/XP VALUE															10091

BLDG DIMENSIONS: OFFICE=E32N64W32S64Area:2048;CAN=W5N15E5S15Area:75;CAN=N5E17S5W17Area:85;TotalArea:2208

## LAND INFORMATION

HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJ/NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
Commercial Building Site	CB	B2			1.0000	0	0.9500	+00 +00 +00 +00 -05 shape		125,000.00	1.000	AC	0.950	118,750.00	118750	0	
Commercial Building Site	CB	B2			1.0000	0	0.8000	+00 +00 +00 +00 -20 UD, shape		105,308.22	1.460	AC	0.800	84,246.58	123000	0	

## TOTAL MARKET LAND DATA

## TOTAL PRESENT USE DATA

02-1506- - -0083- -01- (7562253) Group:0

3/16/2023 5:56:10 PM.



## SPECIAL USE REQUEST STAFF REPORT

Case: SU-2023-001

Snow Bowden, Town Manager

[townmanager@erwin-nc.org](mailto:townmanager@erwin-nc.org)

Phone: (910) 591-4200

Fax: (910) 897-5543

Public Hearing Date: Thursday, April 6<sup>th</sup>, 2023

Requested special use permit to place operate a manufactured home retail center at 413 East Jackson BLVD. The parcel can also be identified by its Harnett County Tax PIN #1507-23-5569.000

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### Applicant Information

#### Owner of Record:

Name: Michael Jefferson Wood

Address: 1431 Bailey Road

City/State/Zip: Coats, NC 27521

#### Applicant:

Name: Cathy Parker

Address: 413 E. Jackson BLVD

City/State/Zip: Erwin, NC 28339

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### Property Description

Harnett County Tax PIN 1507-23-5569.000

Acres 7.07 acres

Zoning District- Residential B-2

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### Vicinity Map

- See Attached Document

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### Physical Characteristics

Site Description: This is a tract of land that is a little over seven (7) acres. The parcel has an existing building located on site. It was placed on this site in 1996 according to data from Harnett County GIS and it is 1,944 square feet. The parcel is located off of HWY 421, which is a major thoroughfare that runs through the Town of Erwin.

Surrounding Land Uses: The primary land uses that surround this parcel are commercial. The parcel adjoins vacant land that is currently zoned commercial. There is vacant land that adjoins this parcel that is currently zoned residential.

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## Services Available

- Electricity (Duke Energy)
  - Telephone (Centurylink)
  - Harnett Regional Water and Sewer
- 
- 

## Zoning District Compatibility

Special Use	B-2
Outdoor Storage	X

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## Staff Evaluation

### Staff Evaluation

☒ Yes ☐ No The use requested is listed among the special uses in the district for which the application is made.

- **Reasoning:.** Outdoor storage of equipment requires a special use permit.

☒ Yes ☐ No The requested use is essential or desirable to the public convenience or welfare.

- **Reasoning:.** This company will have modular and manufactured homes at an option. There is a serious need for affordable housing at the moment.

☒ Yes ☐ No The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor be detrimental to the health, morals, or welfare. .

- **Reasoning:.** This tract of land is surrounded by primarily commercial land uses.

☒ Yes ☐ No The requested use will be in conformity with the Land Development Plan.

- **Reasoning:** This area of land would be in the area identified for high intensity growth. This land use is intended for commercial uses that have a more regional draw that could potentially serve residents outside do the immediate area.

☒ Yes ☐ No Adequate utilities, access roads, drainage, sanitation and/or other necessary facilities have been or are being provided.

- **Reasoning:** This is an existing site that has had similar uses in the past. The building already has the proper utilities installed in it.

☒ Yes ☐ No That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

- **Reasoning:** The applicant would need to obtain a North Carolina Department of Transportation (NCDOT) drive-way permit.

☒ Yes ☐ No That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Board of Commissioners.

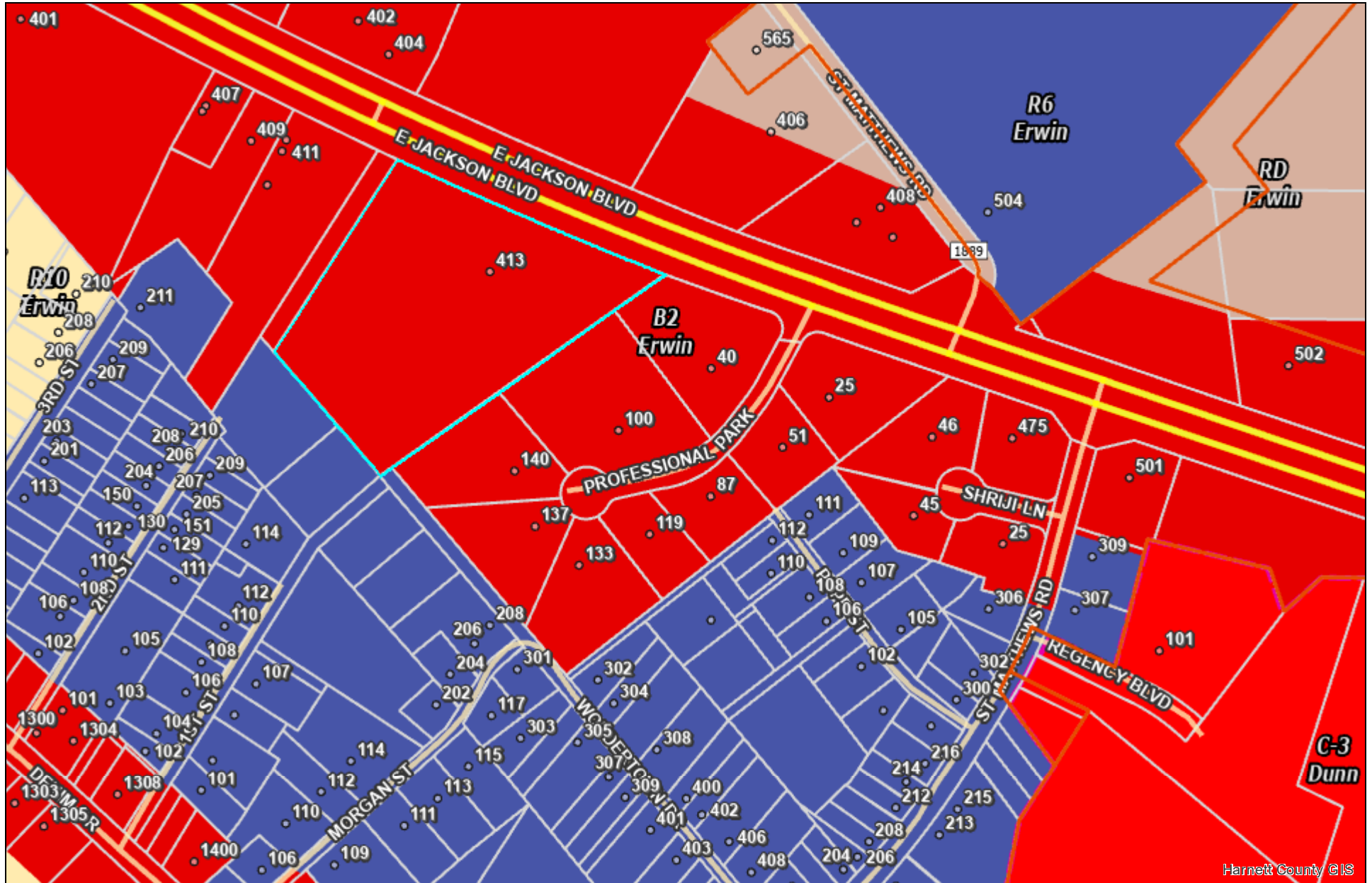
- **Reasoning:** The applicant will need to install the proper landscaping buffer and make improvement to the parking lot. There will need to be at least ten (10) parking spaces for customers. Plus additional parking spaces for employees and/or a company vehicle.

Attachments:

- SU-2023-001 Application
- SU-2023-001 Staff Report
- SU-2023-001 Site Plan
- SU-2023-001 Harnett County GIS Image with Zoning
- SU-2023-001 Harnett County GIS Image with no Zoning
- SU-2023-001 property owners notified

# Harnett GIS













NOT FOR LEGAL USE

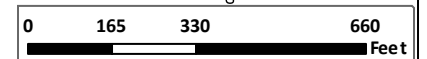
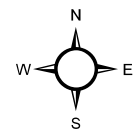


Harnett County GIS

GIS/E-911 Addressing

March 20, 2023

- |   |  |  |   |
|---|--|--|---|
|  Surrounding County Boundaries |  Airport    |  Roads        |  CapeFearRiver |
|  City Limits                   | <b>MajorRoads</b>  |  Mile_Markers |   |
|  County Boundary               |  Interstate |  Mile_Markers |   |
|  Address Numbers               |  NC         |  Railroad     |   |
|   |  US         |  Parcels      |   |



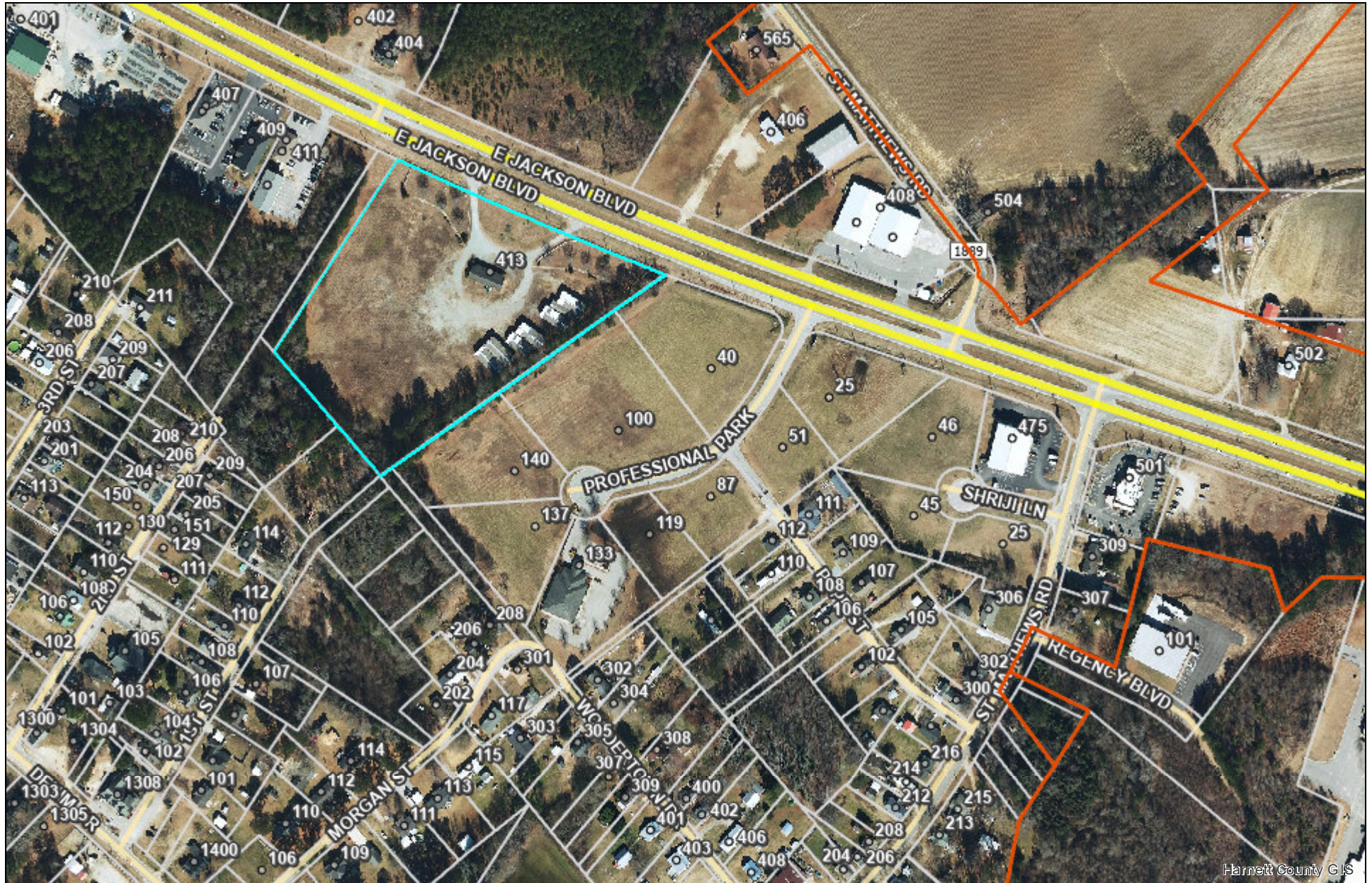
1 inch = 376 feet

45



# Harnett GIS

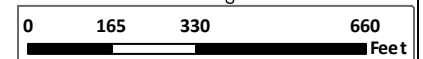
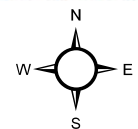
NOT FOR LEGAL USE



Harnett County GIS

GIS/E-911 Addressing

March 20, 2023



1 inch = 376 feet

46



Michael Jefferson Wood  
1431 Bailey Road  
Coats, NC 27521

NCDOT  
1546 Mail Service Center  
Raleigh, NC 27611

Casper Tart Jr.  
PO Box 194  
Cameron, NC 28326

Glover Sales, INC.  
406 E Jackson BLVD.  
Erwin, NC 28339

Rabbit Construction, INC.  
121 Britt Valley Rd.  
Raleigh, NC 27603

Zorida Meza and Carmen Martinez  
114 1<sup>st</sup> St.  
Erwin, NC 28339

EZS Company, LLC.  
27 Annette Dr.  
STE 107  
Benson, NC 27504

Joe Bud Jernigan  
Larry Hardison  
1188 Hobson Road  
Dunn, NC 28334



## TOWN OF ERWIN

P.O. Box 459 · Erwin, NC 28339  
Ph: 910-897-5140 · Fax: 910-897-5543  
[www.erwin-nc.org](http://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

03/20/2023

### Notice of a Public Hearing SU 2023-001

The Board of Commissioners of the Town of Erwin will hold a public hearing pursuant to NC General Statute 160D-406 on April 6<sup>th</sup> at 7:00 P.M. at the Erwin Town Hall, 100 West F Street, Erwin, North Carolina to hear public comment on a proposed land use that requires a special use permit.

There has been a special use permit application submitted to the Town of Erwin to operate a manufactured housing retail sales center at the parcel located at 413 E. Jackson Blvd. The parcel can also be identified by its Harnett County Tax PIN #1507-23-5569.000.

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

Regards,

Snow Bowden  
Town Manager



# NOTICE OF PUBLIC HEARING

The Town of Erwin Board of Commissioners will conduct a Public Hearing on the following item pursuant to NC General Statute 160D-406, on Thursday, April 6, 2023, at 7:00 P.M. in the Erwin Municipal Building Board Room located at 100 West F Street, Erwin, NC 28339. Questions can be addressed to the Town Manager Snow Bowden at 910-591-4200 or by email at [townmanager@erwin-nc.org](mailto:townmanager@erwin-nc.org).

- Case SU-2023-001: Special Use Permit Application to operate a manufactured housing retail sales center at the parcel located at 413 E Jackson Blvd. It can also be identified by its Harnett County Tax PIN # 1507-23-5569.000.

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

3/21,28/2023