

**THE ERWIN BOARD OF COMMISSIONERS
FEBRUARY 2023 REGULAR MEETING
THURSDAY, FEBRUARY 2, 2023 @ 7:00 P.M.
ERWIN MUNICIPAL BUILDING BOARDROOM**

AGENDA

1. MEETING CALLED TO ORDER

- A. Invocation
- B. Pledge of Allegiance

2. AGENDA ADJUSTMENTS /APPROVAL OF AGENDA

3. CONSENT

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

- A. Minutes Regular Meeting on January 5, 2023 (**Page 2**)
- B. Financial Report for December 2022 (**Page 6**)
- C. Pavement Condition Study (**Page 8**)
- D. New Leases for Printers (**Page 18**)
- E. 2023 Mowing Extension (**Page 19**)
- F. Quote for Erwin Park (**Page 22**)
- G. Planning Board Alternate Vanessa Lech Application (**Page 24**)

4. PUBLIC COMMENT

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

5. PUBLIC HEARING

- A. ZT-2022-006 (**Page 25**)

6. CLOSED SESSION

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

7. MANAGER'S REPORT

8. ATTORNEY'S REPORT

9. GOVERNING BODY COMMENTS

10. ADJOURNMENT

****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

REGULAR MINUTES

JANUARY 5, 2023

ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Pro Tem Ricky Blackmon presiding held its Regular Meeting in the Erwin Municipal Building Board Room on Thursday, January 5, 2023, at 7:00 P.M. in Erwin, North Carolina.

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

Board Member absent was: Mayor Randy Baker

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

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

Commissioner McKoy gave the invocation.

Commissioner Byrd led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

Town Manager Snow Bowden requested to remove Item 7- Closed Session from the agenda due to Mayor Baker being absent.

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

CONSENT

Commissioner Turnage made a motion to approve **(ITEM A)** Minutes Regular Meeting on December 1, 2022 **(ITEM B)** Financial Report for November 2022 and was seconded by Commissioner McKoy. **The Board voted unanimously.**

Town Manager Snow Bowden announced that the Public Hearing that was originally scheduled for the meeting was canceled due to staff not being able to legally advertise the Public Hearing. New letters will be sent out and the request will be advertised two consecutive weeks prior to the Public Hearing.

MINUTES CONTINUED FROM JANUARY 5, 2023

PUBLIC COMMENT

Brenda Weaver of 211 3rd Street came forward and addressed the Board. She stated the Board helped with issues on her street before and they need help again. There is a location on 3rd Street that looks like a dump. She and her neighbors want to know if there is anything the Board can do to help them. There are rats running around the yards, the building does not have water or lights, and the trash is just unbearable. Every night, there is a whole van full they are unloading.

Town Manager Snow Bowden stated Town Staff is aware of the issue and we have started the process to get it cleaned up.

SPECIAL PRESENTATION RECOGNIZING THE 2022 TRITON HIGH SCHOOL VARSITY FOOTBALL TEAM

The Town Board of Commissioners recognized the 2022 Triton High School Varsity Football Team and coaches for an amazing season. Mayor Pro Tem Blackmon presented Coach Benjamin Penny with a Proclamation Plaque.

PRESENTATION OF FISCAL YEAR 2021-2022 AUDIT

R. Bryon Scott, CPA came forward and presented the Fiscal Year 2021-2022 Audit for the Town of Erwin. A correction was made on Page 14, the GASB 84 was applicable.

A copy of the Fiscal Year 2021-2022 Audit Presentation is attached to these minutes.

Commissioner Byrd made a motion to accept the audit report as submitted and was seconded by Commissioner Turnage. **The Board voted unanimously.**

MANAGER'S REPORT

The tree that fell on the playground equipment at Porter Park has been removed. We are waiting for a quote from Gametime on the costs to replace the damaged equipment so we can send it into our property insurance. We have already had an agent come look at it and it will be covered. We might run into some issues with the costs of the equipment versus how much it was insured for. But our insurance is with the League of Municipalities now so they will work with us. Playground equipment is expensive. This will be a bigger fix than the last one when the tree fell during Hurricane Florence. We might have to put different equipment in place of what was damaged if that particular piece is no longer available.

I have passed out budget requests to all department heads and I have requested them to have the information back to me by the end of the month. I will probably not have any good revenue estimates until March 2023. But we can potentially schedule a budget retreat in February so we can go ahead and get the process started.

MINUTES CONTINUED FROM JANUARY 5, 2023

At our Jan workshop meeting, we should have the recommended roads to be resurfaced to discuss.

Our Planning Board meeting this month is on Tuesday, January 17th and it will be our kick-off meeting with Stewart for the updated land use plan.

The Town has been receiving complaints about the Fiber Company and we are handling them as they come in.

We are just waiting to have the brick monument put up for the Community Building sign and our LED sign for Town Hall is in the paint booth according to the installer.

ATTORNEY'S REPORT

There was no report.

GOVERNING COMMENTS

Commissioner Turnage stated he was proud to live in Erwin. We have a lot going on, the big housing project on St Matthews Road is going to be wonderful. The Code Enforcement Officer is in place and if anyone has any issues Mr. Jones needs to address let him know.

Commissioner Nelson thanked Ms. Weaver for coming out and voicing her opinion. He stated it would be a good idea to start asking the Code Enforcement Officer to attend the Board Meetings.

Commissioner Byrd stated hats off to Town Manager Snow Bowden and Code Enforcement on the good things happening in Town. Also hats off to the Police Department, they have really been on the spot. He asked for an update on the School Ditches.

Town Manager Snow Bowden stated he needed to schedule a meeting with Dr. Fleming.

Commissioner Byrd also asked for updates on repaving 13th Street.

Town Manager Snow Bowden stated he would get updates for the Board by the next meeting.

Commissioner Byrd expressed his concern for the bank that caved in the ditch over at Porter Park. He asked if there is any reason we cannot tile it.

Town Manager Snow Bowden stated it is a blue line stream and we have to get permits from the army core engineer.

Commissioner Marbell stated he appreciated Town Manager Snow Bowden handling the water drainage issue. He asked the Board to be thinking about doing away with the four-way stop signs in Town. He stated he appreciated the Police Department and Town Staff for all they do.

Commissioner McKoy stated he appreciated the Police Department. He is proud to be a citizen of Erwin. He was transplanted in Erwin in 1997 from Dunn. He thanked Town Manager Snow Bowden and Town Staff for all of their hard work. He asked the citizens to go out and tell their family and friend that the Town Board has its meetings on the first Thursday of every month.

MINUTES CONTINUED FROM JANUARY 5, 2023

People want to complain but they do not want to come see what is happening. He asked for an update on the pothole on N Street.

Town Manager Snow Bowden stated the Town has hired a company to fix it and it is in the works.

Commissioner McKoy inquired about the resurfacing of 13th Street where water is running. He asked if it would be defeating the purpose to pave that first.

Town Manager Snow Bowden stated it would be the DOT. He will look at the DOT schedule and find out.

Commissioner McKoy asked everyone to pray for the football players from Buffalo Bills.

Mayor Pro Tem Blackmon thanked everyone for coming. He stated Town Staff did a wonderful job on the audit. He congratulated Chief Johnson on a job well done with an issue in Town the night prior. He asked everyone to keep Mayor Baker and his family in their prayers as his mother is not doing well.

ADJOURNMENT

Commissioner Byrd made a motion to adjourn at 7:40 P.M. and was seconded by Commissioner McKoy. **The Board voted unanimously.**

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

ATTEST:

Ricky Blackmon

Mayor Pro Tem

Lauren Evans

Town Clerk

TOWN OF ERWIN
FINANCIAL SUMMARY REPORT
FOR MONTH OF DECEMBER 2022



FINANCIAL SUMMARY REPORT

| REVENUES | ANNUAL BUDGET | DEC. '22 ACTIVITY | ACTUAL TO DATE | Y-T-D % COLLECTED |
|---|---------------------|---------------------|---------------------|-------------------|
| CURRENT YEAR LEVY OF PROPERTY TAXES | 1,480,186.00 | 543,609.00 | 770,477.00 | 52.05% |
| CURRENT YEAR MOTOR VEHICLE TAXES | 187,985.00 | 13,747.00 | 79,388.00 | 42.22% |
| PRIOR YEAR TAXES / Penalties & Interest | 10,000.00 | 870.00 | 6,871.00 | 68.71% |
| UTILITIES FRANCHISE TAXES | 190,270.00 | 51,936.00 | 95,148.00 | 50.01% |
| ENTRY FEES | 20,000.00 | 70.00 | 13,490.00 | 67.45% |
| SALES & USE TAX | 750,000.00 | 84,581.00 | 500,951.00 | 66.79% |
| ZONING PERMITS/APPLICATIONS | 13,000.00 | 1,450.00 | 9,575.00 | 73.65% |
| REFUSE COLLECTIONS FEES | 421,000.00 | 0.00 | 193,264.00 | 45.91% |
| STORM WATER COLLECTION | 69,000.00 | 0.00 | 26,506.00 | 38.41% |
| ALL OTHER REVENUES | 1,352,298.00 | 388,948.00 | 641,750.00 | 47.46% |
| Total Revenues | 4,493,739.00 | 1,085,211.00 | 2,337,400.00 | 52.01% |
| EXPENDITURES | ANNUAL BUDGET | DEC'22 ACTIVITY | ACTUAL TO DATE | Y-T-D % SPENT |
| GOVERNING BODY | 36,115.00 | 1,776.00 | 12,550.00 | 34.75% |
| ADMINISTRATION | 323,064.00 | 27,059.00 | 143,268.00 | 44.35% |
| NON-DEPARTMENTAL | 349,273.00 | 7,658.00 | 166,177.00 | 47.58% |
| PLANNING & INSPECTIONS | 161,686.00 | 8,089.00 | 17,369.00 | 10.74% |
| POWELL BILL-STREETS | 177,000.00 | 0.00 | 6,000.00 | 3.39% |
| POLICE | 1,119,663.00 | 75,985.00 | 481,137.00 | 42.97% |
| POLICE-SRO | 70,706.00 | 5,530.00 | 33,261.00 | 47.04% |
| CONTRACT SERVICES-FIRE | 330,158.00 | 15,655.00 | 58,239.00 | 17.64% |
| PUBLIC WORKS-ADMIN. | 122,529.00 | 14,476.00 | 67,678.00 | 55.23% |
| PUBLIC WORKS-STREETS | 423,721.00 | 20,945.00 | 157,779.00 | 37.24% |
| PUBLIC WORKS-SANITATION | 751,244.00 | 2,666.00 | 296,265.00 | 39.44% |
| PUBLIC WORKS-STORM WATER | 57,000.00 | 0.00 | 25,375.00 | 44.52% |
| RECREATION | 494,175.00 | 18,898.00 | 160,240.00 | 32.43% |
| LIBRARY | 69,405.00 | 549.00 | 9,986.00 | 14.39% |
| COMMUNITY CENTER | 8,000.00 | 439.00 | 5,889.00 | 73.61% |
| Total Expenditures | 4,493,739.00 | 199,725.00 | 1,641,213.00 | 36.52% |
| Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE) | 4,493,739.00 | 885,486.00 | 696,187.00 | |

| BANK BALANCES AS OF December 2022 | | |
|--|---|--------------|
| NC Capital Mgt Trust - Cash Management | | 2,618,233.88 |
| TRUIST - CASH IN BANK | * | 769,715.51 |
| FIRST FEDERAL PRESTIGE - BUSINESS MONEY MARKET | | 136,978.54 |
| FIRST FEDERAL PREMIUM - BUSINESS MONEY MARKET | | 859,162.64 |
| Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS | | 4,384,090.57 |
| TRUISIT - STATE FORFEITURE | | 2,009.47 |
| TRUISIT - CAPITAL RESERVE/COMM. ENHANCEMENT | | 228,946.15 |
| FIRST FEDERAL CAP - RESERVE | | 2,355,951.98 |
| TRUISIT - HEALTH RESERVE HRA ACCT. | | 18,887.26 |
| TRUISIT - PRIEBE FIELD ACCT. | | 26,011.85 |
| AL WOODALL PARK IMPROVEMENTS | | 388,175.66 |
| TRUISIT - AMERICAN RELIEF FUNDS - (ARPA) Federal Grant | | 1,248,461.26 |
| TRUISIT - Community Building Renovation - (SCIF) State Grant | | 93,118.12 |
| Y-T-D INVESTMENT BALANCE RESTRICTED FUNDS | | 4,361,561.55 |
| CUMULATIVE BALANCE FOR TOWN OF ERWIN | | 8,745,652.12 |

| | |
|---------------------|------------|
| POWELL BILL BALANCE | 364,764.86 |
| \$ | |

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



| | YTD | | YTD | | DIFFERENCE |
|---|------------------------|---------------------|--------|--------|-------------------|
| | Dec-22 | Dec-21 | Dec-22 | Dec-21 | |
| Revenues | | | | | |
| CURRENT YEAR LEVY OF PROPERTY TAXES | 770,477.00 | 564,247.00 | | | 206,230.00 |
| CURRENT YEAR MOTOR VEHICLE TAXES | 79,368.00 | 79,789.00 | | | (421.00) |
| PRIOR YEAR TAXES / Penalties & Interest | 6,871.00 | 37,490.00 | | | (30,619.00) |
| UTILITIES FRANCHISE TAXES | 95,148.00 | 91,738.00 | | | 3,410.00 |
| ENTRY FEES | 13,490.00 | 11,910.00 | | | 1,580.00 |
| SALES & USE TAX | 500,951.00 | 437,662.00 | | | 63,289.00 |
| ZONING PERMITS/APPLICATIONS | 9,575.00 | 7,310.00 | | | 2,265.00 |
| REFUSE COLLECTIONS FEES | 193,264.00 | 230,684.00 | | | (37,420.00) |
| STORM WATER COLLECTION | 26,506.00 | 31,417.00 | | | (4,911.00) |
| ALL OTHER REVENUES | 641,750.00 | 383,343.00 | | | 258,407.00 |
| | \$ 2,337,400.00 | 1,875,590.00 | | | 461,810.00 |
| Expenditures | | | | | |
| GOVERNING BODY | 12,550.00 | 11,309.00 | | | 1,241.00 |
| ADMINISTRATION | 143,268.00 | 122,557.00 | | | 20,711.00 |
| NON-DEPARTMENTAL | 166,177.00 | 237,219.00 | | | (71,042.00) |
| PLANNING & INSPECTIONS | 17,369.00 | 9,557.00 | | | 7,812.00 |
| POWELL BILL-STREETS | 6,000.00 | 7,000.00 | | | (1,000.00) |
| POLICE | 481,137.00 | 460,073.00 | | | 21,064.00 |
| POLICE-SRO | 33,261.00 | 31,841.00 | | | 1,420.00 |
| CONTRACT SERVICES-FIRE | 58,239.00 | 126,384.00 | | | (68,145.00) |
| PUBLIC WORKS-ADMIN. | 67,678.00 | 60,731.00 | | | 6,947.00 |
| PUBLIC WORKS-STREETS | 157,779.00 | 159,248.00 | | | (1,469.00) |
| PUBLIC WORKS-SANITATION | 296,265.00 | 117,916.00 | | | 178,349.00 |
| PUBLIC WORKS-STORM WATER | 25,375.00 | 3,549.00 | | | 21,826.00 |
| RECREATION | 160,240.00 | 162,131.00 | | | (1,891.00) |
| LIBRARY | 9,986.00 | 32,837.00 | | | (22,851.00) |
| COMMUNITY CENTER | 5,889.00 | 2,362.00 | | | 3,527.00 |
| | \$ 1,641,213.00 | 1,544,714.00 | | | 96,499.00 |

| BANK ACCOUNT BALANCES | | | |
|---|-----------------|--------------|--------------|
| | YTD | Dec-22 | YTD |
| | | | Dec-21 |
| CASH MANAGEMENT | | 2,618,233.88 | 2,193,018.46 |
| BB&T CASH IN BANK | | 769,715.51 | 394,909.83 |
| FIRST FEDERAL BUSINESS M | | 136,978.54 | 136,705.60 |
| FIRST FEDERAL MONEY MARKET | | 859,162.64 | 857,450.72 |
| Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS | \$ 4,384,090.57 | | 3,582,084.61 |
| BB&T STATE FORFEITURE | | 2,009.47 | 4,246.64 |
| BB & T CAPITAL RESERVE/COMM. ENHANCEMENT | | 228,946.15 | 202,092.43 |
| FIRST FEDERAL CAP. RESERVE/GENERAL | | 2,355,951.98 | 2,351,257.69 |
| BB&T HEALTH RESERVE HRA ACCT. | | 18,887.26 | 11,686.44 |
| PRIEBE FIELD ACCT. | | 26,011.65 | 12,222.30 |
| AL WOODALL PARK IMPROVEMENTS | | 388,175.66 | 382,411.61 |
| AMERICAN RELIEF FUNDS: ARPA Grant | | 1,248,461.26 | 821,602.01 |
| Community Bid.Renovation: SCIF GRANT | | 93,118.12 | |
| Y-T-D BALANCE RESTRICTED FUNDS | \$ 4,361,561.55 | | 3,785,519.12 |
| CUMULATIVE BALANCE FOR TOWN OF ERWIN | \$ 8,745,652.12 | | 7,367,603.73 |

October 13, 2022

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

**RE: Agreement for Professional Services
Town of Erwin 2022 Pavement Condition Survey (PCS)
Erwin, North Carolina
WR Project No. 06201208.00**


Dear Mr. Bowden,

WithersRavenel is pleased to submit this agreement for executing a Town wide Pavement Condition Survey (PCS) for 2022. Pavement management is an important function of Public Works from an aesthetics aspect as well as maintaining the roadway network. In addition, being efficient in allocating funds for street repairs and repaving contracts is a necessity but is sometimes difficult due to the variables involved. Performing a PCS allows an unbiased perspective of the street system as a whole and allows that allocation of funding to be applied objectively.

We appreciate the opportunity to submit on this next step in your Town wide street system management plan and we look forward to hearing back from you and your staff on the future of this project. Please feel free to call me at 336.215.5521 or email at slander@withersravenel.com with any questions and/or to discuss any aspect of the attached proposal.

Sincerely,

WithersRavenel



Steve Lander, P.E.
Director of Pavement Management

Town of Erwin 2022 Pavement Condition Survey (PCS) Erwin, North Carolina Proposal for Professional Services

A. Project Description

This fee proposal is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Erwin and formalize an agreement for the implementation and logistics for these services.

For Task 1, WithersRavenel will provide a Pavement Condition Survey (PCS) of the Town of Erwin's streets. The purpose of the survey is to assess the overall condition of Town maintained roadway segments for the Project. This includes riding each street segment following a nationally recognized distress identification manual to determine the severity and extent of seven distresses used to determine the condition of each segment and the entire roadway network. The Town owns and maintains approximately 30 centerline miles of roads to be included in the Pavement Condition Survey (PCS) project. A report will also be provided that describes methodologies, procedures, and recommendations that will be explained at an online deliverables meeting.

In Task 2, WR will collect additional attributes while performing the PCS for the purposes of analyzing the roadway network safety issues in the future.

In Task 3, WR will explain the findings of the PCS at a Council presentation.

This scope of services will include sub-tasks as shown in the Scope of Services below.

For the purposes of this proposal and any subsequent agreements the following references shall apply: Town of Erwin shall be known as the "Client"; WithersRavenel shall be known as the "Consultant" or "WR"; the property and overall project shall be known as the "Project"; the executed version of this proposal shall be known as the "Agreement".

B. Timeline for Services

WithersRavenel will begin work upon receipt of executed contract and/or written notice to proceed from the Client. Estimated timeframe for the basis of the services described in the Scope of Services will be three (3) months from the date of the pre-survey meeting that kicks off the project.

Should unexpected field conditions be encountered, or should other developments arise which are beyond WithersRavenel's control and which result in delay of services (including acts of God or weather delays) to be rendered hereunder, it is understood that additional time may be required.

C. Scope of Services

Task 1 - Pavement Condition Survey & Report

1.1. Pre-Survey/Needs Analysis Meeting

Upon issuance of the Notice of Award to WR, WR will host an online Pre-Survey (kickoff) meeting with the Town Staff to ascertain the extent of the roadway segments to be completed (up to 30 miles) and additional parameters/considerations that should be made by WR during the PCS. At the pre-survey meeting, procedural guidelines and specific project requirements will be discussed with the Town. The Town will

provide a list of streets and the latest Town Powell Bill map to be analyzed prior to this meeting. The GIS files obtained from Harnett County will be utilized for the data collection.

1.2. Project Administration

The GIS data provided from Harnett County's website will be imported into the data collection software. Prior to going out into the field, WR will spot check the GIS data against the Town Powell Bill map to assess whether ownership information is correct for checked road segments and whether it is believed that all Town streets are included.

Ownership issues uncovered by WR will be addressed with the Client prior to data collection. Along with project coordination, this task will also include office administration time to set-up and prepare maps and formats to be utilized on this project.

1.3. Roadway Widths

Using NC OneMaps and Google Earth®, WR will estimate pavement widths for all Town owned streets within the Town limits (30 centerline miles – up to 300 segments). The accuracy of these estimates is expected to be plus or minus one foot. WR will randomly field verify 10% of the roadway segments (up to 30 segments). If it is determined that the NC OneMaps and Google Earth® imagery did not yield accurate results, WR will work with the Town to determine the best course of action to correct the pavement width data which may require Additional Services. This data will be provided back to the Town with the final contract deliverables.

1.4. Data Collection

WithersRavenel will perform a visual PCS or windshield survey which is linked to the Town's GIS centerline database of identified asphalt pavement street segments within the Town and owned/maintained by the Town (up to 30 centerline miles). This will involve riding each segment and observing and quantifying three levels of severity (Low, Medium, and High) and various levels of extent for each pavement distress. WR will follow the Long-Term Pavement Performance (LTPP) distress definitions for the Town's PCS. The 7 distresses that will be collected include:

- ▶ Fatigue Cracking (FC – structural cracking)
- ▶ Transverse Cracking (TC)
- ▶ Block Cracking (BC)
- ▶ Patching and Potholes (PC)
- ▶ Surface Defects (Raveling) (SD)
- ▶ Rutting and Roughness (RR)
- ▶ Reflective Cracking (RC)

Since obtaining accurate PCS data is a crucial first step in managing an effective pavement management program, WR is painstaking in providing the highest quality data. As part of our PCS services WR will provide the following:

- ▶ An experienced two-person rating crew and company vehicle.
- ▶ **Rater Communication Protocol** – For each street segment, both raters weigh in as to the observed severity and extent for all distresses. If they are not in total agreement, they turn around and ride the segment until they reach an agreement. At the end of each segment, the rater operating the computer reads back the distresses to the rater driving. Both must agree with the input before hitting enter and recording the data.
- ▶ **An ArcGIS Field Application with GPS** – The ArcGIS field application ensures accurate data entry with prepopulated pulldowns while the GPS unit ensures recording the correct data on the correct street segment.
- ▶ **On-the-Fly Field Application PCI Calculation** – The ArcGIS field application used for the PCS

calculates the Pavement Condition Index (PCI) as distresses are recorded. By knowing the PCI on-the-fly, our raters can gage whether the PCI matches the true condition of the street segment. For instance, if a street has very few low severity distresses and is rated with a PCI score of 60, then it is apparent that something has been recorded incorrectly and should be corrected. Also, if there is PCI data from the last PCS, our raters can compare the new PCI with the old as a benchmark. Knowing this information minimizes data entry mistakes which ensures the highest quality of data.

After post processing the PCS data from the field, a weighted average PCI by lane miles will be produced for the entire roadway network as a general health indicator for inclusion in the report.

1.5. Report

For the Pavement Condition Survey Report services, the WR will provide the following digital deliverables:

- ▶ A Pavement Condition Survey Report containing the survey findings. This report will provide summary tables containing recommended maintenance activities and opinions of probable construction costs by activity based on unit maintenance costs to be supplied by the Client;
- ▶ Recommendations for broadening the maintenance toolbox;
- ▶ An alphabetical and PCI street listing;
- ▶ A PowerPoint slideshow of the PCS findings;
- ▶ A Town street map with PCI condition ranges in PDF format;
- ▶ A final GIS geodatabase in ESRI compatible format containing pavement condition inventory data, PCIs, recommended maintenance activities and cost information for your records.

WR will present the findings of the PCS Report in a Deliverables Meeting online. At this meeting, WR will review the findings and will discuss the next steps in the pavement management program.

Task 2 - Additional Attributes

WR will visually collect the following additional attributes during the PCS for the purposes of analyzing the roadway network safety in the future:

- ▶ Shoulder drop offs (Y/N) – This is for elevation differences that are approximately 2 inches and greater.
- ▶ Noticeable drainage issues (Y/N) – Visually apparent drainage issues (e.g. debris build up or staining)
- ▶ Roadway widths will be checked randomly in Task 1.
- ▶ Presence of shoulder (Y/N)
- ▶ Striping (Good/Fair/Poor)

Task 3 - Council Presentation

WithersRavenel will provide the following services for the Council Presentation:

- ▶ Presentation for Town Council meeting based on coordination with Town staff. The deliverables meeting presentation to Town Staff will be used as the template for the Council Presentation.
- ▶ Attend one (1) two (2) hour Council meeting to present pavement condition survey findings.

D. Designated Representatives

The designated representatives of the Owner and WithersRavenel for purposes of this Task Order shall be as follows:

For the Owner:

Primary Contact Person:.....Snow Bowden

Title:.....Town Manager

Telephone Number - Office:.....(910) 897-5140

E-mail Address.....townmanager@erwin-nc.org

The Town's primary contact person shall have complete authority to transmit instructions, receive information, interpret, and define the Town's policies and decisions with respect to materials, equipment, elements and systems pertinent to the pavement management program.

For the Consultant Engineer:

Primary Contact Person.....Steve Lander, P.E.

Title:.....Director of Pavement Management

Telephone Number – Cell(336) 215-5521

E-mail Address.....slander@withersravenel.com

E. Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WR and its agents if requested in writing by the Client and accepted by WR. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The Additional Services are described below but are not limited to the following:

Project Management

- ▶ Additional Meetings/Site Visits;
- ▶ Adjacent property owner discussions;
- ▶ Neighborhood meetings;
- ▶ Attendance at formal regulatory meetings unless noted above;

Services by Others

- ▶ Geotechnical services;
- ▶ Structural Services;

Geomatics Services (including survey)

Environmental Services

Design Services

Documents/Drawings

- ▶ Conceptual Drawings;
- ▶ Construction Drawings;
- ▶ Technical specifications;
- ▶ Contract documents;

Permitting Services

Services During Construction

General

- ▶ Survey/Data Collection and Reports associated with any additional

streets/roadway segments that were not included in the listing by the Town and agreed by WR during the pre-survey meeting with Town staff at the start of the Project;

- ▶ Modifying GIS street segmentation or manually joining data from other sources.
- ▶ NCDOT or Private Roadways are not included in this scope of Services;
- ▶ Providing additional reporting other than the Alphabetical and Numerical PCI and color-coded map of the results;
- ▶ Destructive or non-destructive material testing procedures;
- ▶ Any work previously provided in other proposals;
- ▶ Unless otherwise included in the Consulting services, evaluation of current practices, policies, procedures, or personnel for the purposes of performance or other improvements;
- ▶ Any other services not specifically listed within Section C.

The above list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project.

Both parties agree that certain tasks, e.g. reviews and approvals, are performed by governmental agencies and that all parties have limited influence on these agencies to meet the prescribed deadlines and that neither party is responsible for delays caused by governmental agencies.

F. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

Pavement Condition Survey

- ▶ Prior to WR beginning work, provide full information as to its requirements and scope for the Project;
- ▶ Prior to WR beginning work assist WR by placing at his disposal all available information pertinent to the Project, including previous Powell Bill maps, Powell Bill Street list, old drawings, maintenance records and any other data relative to the scope of the Project;
- ▶ Prior to WR beginning work provide unit costs from previous maintenance contracts. In the case where the Town does not have historical data or costs for maintenance activities used in the past, WR will make assumptions. Unit costs developed by WR from local prevailing rates are approximate only. Opinions of costs are approximate only and can fluctuate due to many factors such as size of project, time of year, cost of raw materials, and number of bidders to name a few.
- ▶ Give prompt written notice to WR whenever the Town observes or otherwise becomes aware of any defect in the Project, request additional scope or timing of WithersRavenel's services;
- ▶ Provide access to all the streets requested to be analyzed including ensuring street segments are open to vehicular travel at the timing of the condition field survey. Street segments may be excluded if access is not available to WR for the survey at the time of the field visit.

G. Expenses

WithersRavenel does not expect any expenses related to this project. Should expenses arise, they will be verified with the Town for approval on an as needed basis.

H. Compensation for Services

WR proposes to provide the services outlined in Section C on a lump sum basis with fees as shown below. Additional services required outside the Scope of Services in Section C and reimbursable expenses will be billed on a Time and Material basis in accordance with Exhibit II.

| Task Number | Task Name | Fee |
|-------------|--|----------|
| Task 1 | Pavement Condition Survey (PCS) & Report | \$17,300 |
| Task 2 | Additional Attributes | \$2,700 |
| Task 3 | Council Presentation | \$2,600 |
| Total | | \$22,600 |

Invoices will be based on the percentage of completion for each lump sum task, and the hourly rate for WithersRavenel personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice. Interest shall be charged at the rate of one and one-half (1.5) percent per month on all balances due over 30 days from date of invoice.

The above fees are based on the estimated timelines noted in the proposal. Any adjustments to those timelines may result in additional fees.

This proposal is valid 60 days from issuance date which is the date of correspondence to the Client through email, cover letter, or other form of transmittal.

Also, note that the attached Exhibit II, Fee & Expense Schedule, is based on our current rates and may be subject to change for hourly tasks and any additional services that occur after any adjustments go into effect.

I. Acceptance

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

OFFERED BY:

ACCEPTED BY:

WithersRavenel

Town of Erwin



10/13/22

Steve Lander, P.E.
Director of Pavement Management

Date

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.



WithersRavenel
Our People. Your Success.

EXHIBIT II

Fee & Expense Schedule

| Description | Rate |
|--|--------|
| Project Management | |
| Client Experience Manager | \$ 209 |
| Assistant Project Manager | \$ 161 |
| Project Manager | \$ 177 |
| Senior Project Manager | \$ 193 |
| Principal | \$ 225 |
| Engineering | |
| Intern I | \$ 60 |
| Intern II | \$ 80 |
| CAD Technician I | \$ 96 |
| CAD Technician II | \$ 107 |
| Senior CAD Technician | \$ 128 |
| Designer I | \$ 123 |
| Designer II | \$ 134 |
| Senior Designer | \$ 155 |
| Project Coordinator I | \$ 91 |
| Project Coordinator II | \$ 102 |
| Senior Project Coordinator | \$ 118 |
| Lead Project Coordinator | \$ 134 |
| Project Engineer I | \$ 150 |
| Project Engineer II | \$ 161 |
| Project Engineer III | \$ 177 |
| Staff Professional I | \$ 86 |
| Staff Professional II | \$ 128 |
| Staff Professional III | \$ 139 |
| Staff Professional IV | \$ 171 |
| Senior Staff Professional | \$ 166 |
| Senior Project Engineer | \$ 193 |
| Senior Technical Consultant | \$ 209 |
| Zoning Specialist | \$ 246 |
| Construction Administration | |
| Construction Manager I | \$ 139 |
| Construction Manager II | \$ 150 |
| Senior Construction Manager | \$ 171 |
| Resident Project Representative I | \$ 86 |
| Resident Project Representative II | \$ 102 |
| Resident Project Representative III | \$ 118 |
| Senior Resident Project Representative | \$ 128 |
| Administration | |
| Administrative Assistant | \$ 54 |
| Office Administration | \$ 59 |
| Administrative Assistant I | \$ 70 |
| Administrative Assistant II | \$ 80 |
| Administrative Assistant III | \$ 91 |
| Director of Marketing | \$ 91 |
| Marketing Administration II | \$ 102 |
| Marketing Administration I | \$ 80 |
| Office Administrator I | \$ 102 |
| Office Administrator II | \$ 107 |
| Office Administrator III | \$ 112 |

| Description | Rate |
|---------------------------------------|--------|
| Geomatics | |
| Geomatics CAD I | \$ 85 |
| Geomatics CAD II | \$ 105 |
| Geomatics CAD III | \$ 120 |
| Geomatics Project Manager I | \$ 150 |
| Geomatics Project Manager II | \$ 160 |
| Geomatics Project Professional I | \$ 135 |
| Geomatics Project Professional II | \$ 155 |
| Geomatics Principal | \$ 220 |
| Geomatics Remote Sensing Crew I | \$ 195 |
| Geomatics Remote Sensing Crew II | \$ 275 |
| Geomatics Survey Crew I | \$ 140 |
| Geomatics Survey Crew II (2 Man) | \$ 170 |
| Geomatics Survey Crew III (3 Man) | \$ 210 |
| Geomatics Senior Manager | \$ 190 |
| Geomatics Survey Tech I | \$ 50 |
| Geomatics Survey Tech II | \$ 80 |
| Geomatics Survey Tech III | \$ 105 |
| Geomatics Survey Tech IV | \$ 115 |
| Geomatics Sr. Technical Consultant | \$ 200 |
| Geomatics SUE Crew 1 | \$ 175 |
| Geomatics SUE Crew 2 | \$ 245 |
| Geographic Information Systems | |
| GIS Survey Technician I | \$ 65 |
| GIS Survey Technician II | \$ 86 |
| GIS Survey Technician III | \$ 102 |
| GIS Survey Lead | \$ 118 |
| GIS Technician | \$ 86 |
| GIS Analyst I | \$ 102 |
| GIS Analyst II | \$ 118 |
| GIS Specialist | \$ 134 |
| GIS Senior Specialist | \$ 150 |
| GIS Project Manager | \$ 150 |
| Funding & Asset Management | |
| F&AM Project Consultant I | \$ 102 |
| F&AM Project Consultant II | \$ 112 |
| F&AM Project Consultant III | \$ 118 |
| F&AM Senior Project Consultant I | \$ 134 |
| F&AM Senior Project Consultant II | \$ 139 |
| F&AM Implementation Specialist | \$ 134 |
| F&AM Staff Professional III | \$ 139 |
| F&AM Assistant Project Manager | \$ 145 |
| F&AM Project Manager | \$ 150 |
| F&AM Senior Project Manager | \$ 187 |
| F&AM Principal | \$ 203 |
| F&AM Senior Technical Consultant | \$ 225 |

| Description | Rate |
|---|----------|
| Environmental | |
| Environmental Tech I | \$ 90 |
| Environmental Tech II | \$ 100 |
| Senior Environmental Tech | \$ 120 |
| Environmental Geologist I | \$ 110 |
| Environmental Geologist II | \$ 125 |
| Environmental Geologist III | \$ 135 |
| Project Geologist I | \$ 145 |
| Project Geologist II | \$ 155 |
| Project Geologist III | \$ 165 |
| Sr. Environmental Project Geologist | \$ 180 |
| Environmental Scientist I | \$ 110 |
| Environmental Scientist II | \$ 125 |
| Environmental Scientist III | \$ 135 |
| Environmental Project Scientist I | \$ 145 |
| Environmental Project Scientist II | \$ 155 |
| Environmental Project Scientist III | \$ 165 |
| Sr. Environmental Project Scientist | \$ 180 |
| Environmental Professional I | \$ 110 |
| Environmental Professional II | \$ 125 |
| Environmental Professional III | \$ 135 |
| Environmental Sr. Technical Consultant | \$ 145 |
| Environmental Project Engineer I | \$ 155 |
| Environmental Project Engineer II | \$ 165 |
| Environmental Project Engineer III | \$ 180 |
| Sr. Environmental Project Engineer | \$ 180 |
| Environmental Assistant PM | \$ 155 |
| Environmental Project Manager | \$ 165 |
| Environmental Sr. Project Manager | \$ 175 |
| Environmental Sr. Technical Consultant | \$ 205 |
| Environmental Principal | \$ 225 |
| Landscape Architecture/Planning | |
| Landscape Architect I | \$ 139 |
| Landscape Architect II | \$ 150 |
| Landscape Architect III | \$ 166 |
| Landscape Designer I | \$ 118 |
| Landscape Designer II | \$ 128 |
| Planner I | \$ 112 |
| Planner II | \$ 128 |
| Planner III | \$ 150 |
| Planning Technician | \$ 102 |
| Senior Landscape Architect | \$ 182 |
| Senior Planner | \$ 171 |
| Expenses | |
| Bond Prints (Per Sheet) | \$ 1.75 |
| Mylar Prints (Per Sheet) | \$ 11.00 |
| Mileage | Per IRS |
| Delivery - Project Specific (Distance & Priority) | |
| Subcontractor Fees (Markup) | 1.15 |
| Expenses / Reprod. / Permits (Markup) | 1.15 |

Effective January 1, 2022 - Schedule is subject to change

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 2, 2023

Subject: New Leases for Printers

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

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

January 13, 2023

Division Six - REU
Harnett County

Cynthia B. Patterson
Town of Erwin

Subject: 2023 Municipal Agreement

To Whom It May Concern:

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

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

Sincerely,

David Plummer

David Plummer
DREE

Town of Erwin

Mowing 2023

PRIMARY

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

SECONDARY

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

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

Town of Erwin 2023 Mowing Cost Sheet

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

Quarterly Payment \$ 3,074.82

Quarterly Breakdown

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

B & B ASPHALT SERVICES LLC

10134 Timothy Rd. Dunn NC 28334

WEB SITE: bandbasphalt.net

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

Fax: 910-892-1549

Email: bbasphalt1@yahoo.com

SERVING ALL EASTERN NORTH CAROLINA SINCE 1997

Proposal Submitted To: Town of Erwin /Erwin Park

Attn: Mr. Doug Stevens

Email: dstevens@erwin-nc.org

Job: Walking Trails, Basketball Court and Batting Cage

Date: October 27, 2022

We hereby submit specifications and estimates for:

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

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

Payment to be made upon completion of job.

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

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

Quotes valid for 30 days

Signature of Acceptance:

Owner: Marty Barefoot



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



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

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

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

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

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

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

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

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

If yes, please explain N/A

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

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

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

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

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

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

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 2, 2023

Subject: ZT-2022-006

The Town of Erwin has received an application to have the parcel located at 4507 NC 55 East rezoned. The property is currently located in our Rural District. The applicant has requested that the parcel be rezoned to a conditional zoning district. The conditional zoning district would be B2-CD.

The Planning Board did recommend that this rezoning request be approved. The developer also plans on starting the voluntary annexation process.

*The developer intends on subdividing the property and having the existing daycare facility on a separate lot from the proposed retail development.

*The site plan included in this packet will still need to be evaluated by Town Staff before it is approved. Both of the proposed road connections will require approval from the North Carolina Department of Transportation.

Attachments:

- ZT-2022-006 Application
- ZT-2022-006 Staff Report
- Harnett County GIS Image with zoning
- Harnett County GIS Image with no zoning
- Property owners notified
- ZT-2022-006 Public Notice Letter
- ZT-2022-006 Newspaper Notice
- Planning Board Statement of Consistency
- Statement of Consistency
- Statement of Inconsistency
- ZT-2022-006 Map Amendment Ordinance

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

Suggested Motions:

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

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

PAID

SEP 21 2022 check 15481

Revised 9-19-2014



**Application of ERWIN
Amendment To The Official Zoning Map
of Erwin, NC**

Staff Only: Zoning Case # Z-20 -
Fee: _____ Check # _____ MO _____ Cash _____
PB Recommendation: _____ A _____ D _____ A/W Conditions _____
BOC Date: _____ Decision: _____ A _____ D _____ T _____ A/W Conditions _____

Print Applicant Name: Rhetson Companies, Inc
Name of Legal Property Owner Dayna and Steve Murphy
Location of Property 4507 NC 55 East

Please Circle One of the Following: Less than one Acre One to 4.99 Acres Five or more Acres

Zoning change requested from RD to B2-CD

If Conditional District, note conditions:

Harnett County Tax Map PIN 0598-92-2261

Property owner(s) of area requested and address(es)

NC Property Investors, LLC PO Box 190 Clayton NC 27528
John & Phyllis Avery 6076 Red Hill Church Rd Coats NC 2752
Nicole Dunn 121 Erwin Ave Erwin NC 28334
Kimber Group, LLC PO Box 181 Erwin, NC 28339

(If more space is required, please attach to this document separately)

- Submit names and addresses of property owners immediately adjacent to the proposed rezoning area (and properties within 100 feet of proposed rezoning area) and across any street(s) and identify on an area map
- Attach a metes and bounds description, deed drawing of the area involved or a reference to lots in an approved subdivision on the entire property requested for change
- This application must be filed with the Town Hall by 4:00 p.m. on the Friday which is at least 25 days before the meeting at which it is to be considered and may be withdrawn without penalty no later than 19 days prior to the public hearing

Whenever an application requesting an amendment has been acted on and denied by the Town Board, such application, or one substantially similar shall not be reconsidered sooner than one year after the previous denial.

It is understood by the undersigned that the Zoning Map, as originally adopted and as subsequently amended, is presumed by the Town to be appropriate to the property involved and that the burden of proof for a zoning amendment rests with the applicant. Applicant is Encouraged to Discuss the Proposed Zoning Amendment with Affected Property Owners.

[Signature]
Signature of Applicant

910-944-0881

Contact Number

2075 Juniper Lake Rd, West End NC 27376
Mailing Address of Applicant

Mr. Snow Bowden
Town Manager
Town of Erwin
100 West F Street
Erwin, NC 28339
910-897-5140

Mr. Bowden,

Rhetson Companies, Inc. is filing this application for Conditional Use Rezoning. The subject property consists of 2.26+/- acres (portion) of Parcel 0598-92-2261.000, which is a total of 3.47+/- acres. The site is located within the Town of Erwin's ETJ and fronts on NC 55 E at the intersection of NC 55 E and Maynard Lake Road. Rhetson Companies is seeking to locate a proposed 10,640 SF retail store on the subject property.

The subject property is requesting a condition use rezoning to locate the retail store on the subject property. The parcel is currently zoned RD. The proposed use also promotes the following:

Economic Development:

- Promote the business growth within the Town
- Develop a diversified economic base in the Town

Land Use:

- Ensure the optimal use of land resources within the Town of Erwin and promote and support an environmentally sound future land use pattern that provides for a variety of community needs and minimized conflicts between existing and proposed land uses.
- Provide a retail service to the community to limit travel times

The proposed development will support the community of Erwin while having minimal impacts to noise, odor dust, and fumes to adjacent properties based on its intended use. The proposed development will meet the requirements set forth in the Town of Erwin's Unified Development Ordinance.

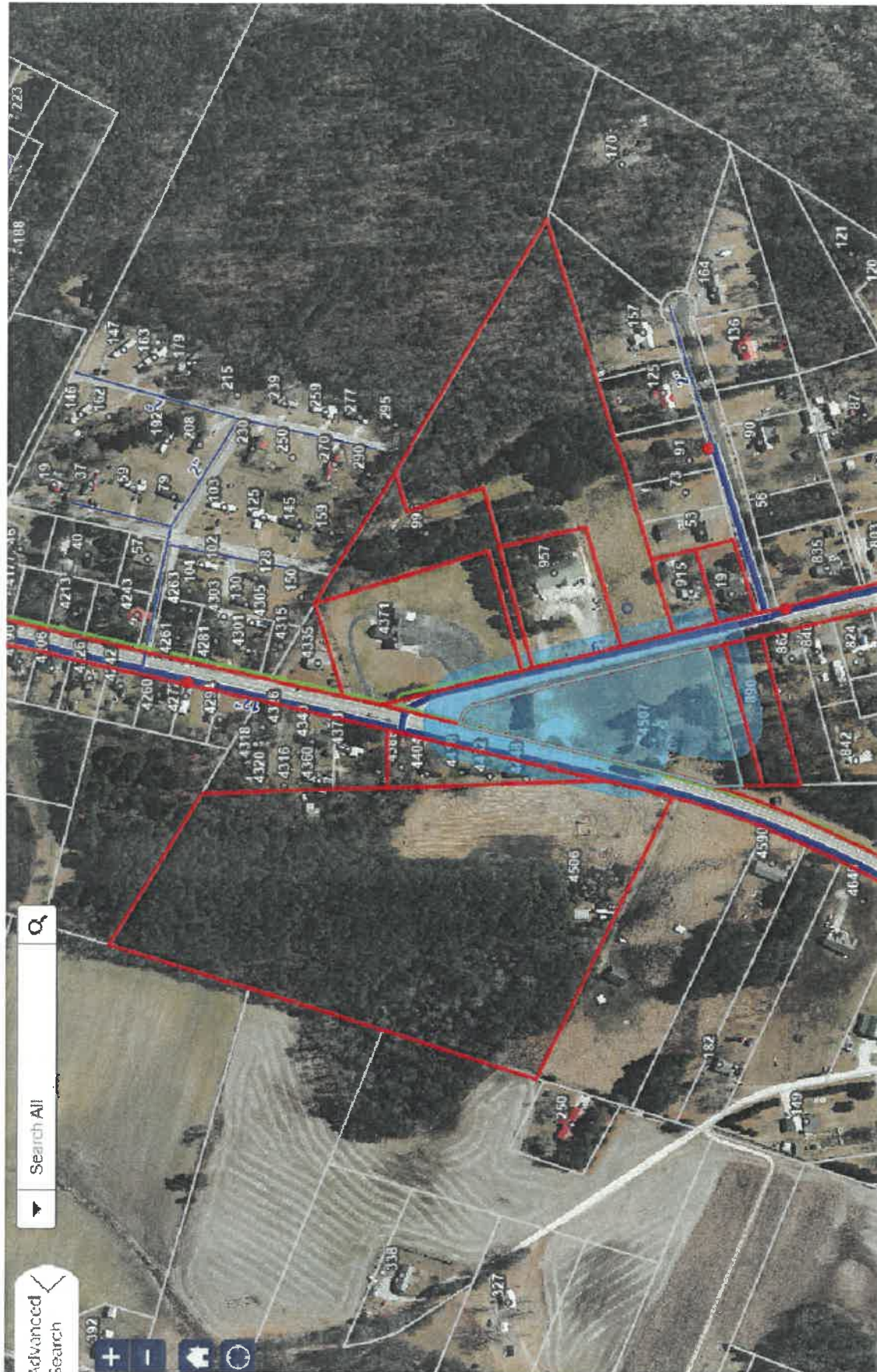
The proposed development will meet all applicable standards for Erosion and Sediment Control and Stormwater Management, and will feature Erosion and Sediment Control measure, and a permanent stormwater management pond meeting the standards of NCDEQ. The proposed entrance shall be reviewed and permitted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

The proposed use is generally compatible with other surrounding properties in the area. The use will provide services to the existing residential homes, churches and education facilities in the area.

Sincerely,

Rhetson Companies, Inc.

| ParcelID | PIN | Owners | Owner1 | Owner2 | PhysicalAddress | MailingAddress |
|----------|------------------|--------------------------------|-----------------------------|----------------------|--------------------------------|--|
| 7486566 | 0598-91-2998.000 | KIMBER GROUP LLC | KIMBER GROUP LLC | | MAYNARD LAKE RD NC | P O BOX 181 ERWIN, NC 28339-0181 |
| 7524796 | 0598-92-6030.000 | SANDERS ASHLEY N | SANDERS ASHLEY N | | 19 SCRAMBLE RD ERWIN, NC 28339 | 19 SCRAMBLE RD ERWIN, NC 28339 |
| 7427756 | 0598-92-2261.000 | MURPHY DAYNA BAYLES & MURPHY | MURPHY DAYNA BAYLES | MURPHY STEVE WILFORD | 4507 NC 55 E ERWIN, NC 28339 | 175 DRUM INLT MOREHEAD CITY, NC 28557-9644 |
| 7440636 | 0598-91-3900.000 | KIMBER GROUP LLC | KIMBER GROUP LLC | | 890 MAYNARD LAKE RD ERWIN, NC | P O BOX 181 ERWIN, NC 28339-0181 |
| 7529754 | 0598-82-7864.000 | AVERY JOHN W & AVERY PHYLLIS A | AVERY JOHN W | AVERY PHYLLIS A | 4506 NC 55 E ERWIN, NC 28339 | 6076 RED HILL CHURCH RD COATS, NC 27521-0000 |
| 7469811 | 0598-92-6101.000 | HAYES SHARON POPE | HAYES SHARON POPE | | 915 MAYNARD LAKE RD ERWIN, NC | 1845 ABATTOIR RD COATS, NC 27521-9380 |
| 7498953 | 0598-92-7879.000 | HAWLEY WILLIAM D | HAWLEY WILLIAM D | | 995 MAYNARD LAKE RD ERWIN, NC | PO BOX 306 ANGLIER, NC 27501-0306 |
| 7433620 | 1508-02-0557.000 | HAWLEY WILLIAM D | HAWLEY WILLIAM D | | MAYNARD LAKE RD NC | PO BOX 306 ANGLIER, NC 27501-0306 |
| 7438522 | 0598-92-1741.000 | NC PROPERTY INVESTORS LLC | NC PROPERTY INVESTORS LLC | | 4448 NC 55 E ERWIN, NC 28339 | PO BOX 190 CLAYTON, NC 27528-0190 |
| 7427809 | 0598-92-5494.000 | HAWLEY WILLIAM D | HAWLEY WILLIAM D | | 957 MAYNARD LAKE RD ERWIN, NC | PO BOX 306 ANGLIER, NC 27501-0306 |
| 7427812 | 0598-92-4890.000 | MIDWAY PENTECOSTAL HOLINESS | MIDWAY PENTECOSTAL HOLINESS | | 4371 NC 55 E DUNN, NC 28334 | PO BOX 667 ERWIN, NC 28339-0000 |





REZONING MAP REQUEST STAFF REPORT

Case: ZT-2022-006

Snow Bowden, Town Manager

townmanager@erwin-nc.org

Phone: (910) 591-4200 Fax: (910) 897-5543

Planning Board: 10/17/2022

Town Commissioners: 2/2/2023

Requested zoning map amendment to the property located at 4507 NC 55 East with corresponding Harnett County Tax PIN # 0598-92-2261.000. The property is currently located in our RD (Rural District) Zoning District. The property owner has requested this parcel be rezoned from RD to B-2-CD (Highway Business- Conditional District).

Applicant Information

Owner of Record:

Name: Dayna Bayles Murphy and Steve Wilford
Murphy

Address: 175 Drum INLT

City/State/Zip: Morehead City, NC 28557

Applicant:

Name: Rhetson Companies, INC.

Address: 2075 Juniper Lake Road

City/State/Zip: West End, NC 27376

Property Description

Tract – 4507 NC 55 East

Harnett County Tax PIN 0598-92-2261.000

Acres 3.43

Zoning District- Rural District

Vicinity Map

- See Attached Harnett County GIS Image with zoning districts
- See Attached Harnett County GIS Image without zoning districts

Physical Characteristics

Site Description: This parcel is 2.26 acres that has an existing building located on it that was built in 1950 based on Harnett County GIS data. There is a daycare facility that operates in this building. They do have an existing conditional use permit to operate this business.

Surrounding Land Uses: This parcel is surrounded by mostly residential land uses. There is a church located directly across Maynard Lake Road and also a commercial building that is a learning facility for young children.

Services Available

- Harnett County Regional Water and Sewer
- Duke Energy would provide electricity
- CenturyLink is the telephone provider

Staff Evaluation

The applicant has requested that this parcel be rezoned from Rural District (RD) to Highway Business (B-2)- Conditional District (B2-CD)

Town Staff would recommend this rezoning request be evaluated for feasibility.

Staff Evaluation

☒ Yes ☐ No The IMPACT to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community

- **Reasoning:** This is a 2.26 acre tract of land. There is an existing building located on this property. The developers will obtain all NCDOT driveway permits and all other required approvals.

☒ Yes ☐ No The requested zoning district is COMPATIBLE with the existing Land Use Classification.

- **Reasoning:** This parcel is located in an area identified for low intensity growth in our 2014 Land Use Plan. This area does allow for compatible growth with surrounding development.

☒ Yes ☐ No The proposal does ENHANCE or maintain the public health, safety, and general welfare.

- **Reasoning:** The applicant wants to provide a building that would be a retail store. This building would promote economic development in the region.

☒ Yes ☐ No The request is for a SMALL SCALE REZONING and should be evaluated for reasonableness.

- **Reasoning:** This is one tract of land that is 2.26 acres.

| | |
|--|---|
| There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of an individual or small group. YES | This is a request for a conditional district. So the only uses that would be allowed are ones that are approved in the conditional zoning district. |
| There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which applicants state they intend to make of the property involved.) YES | This is a request for a conditional district. So the only uses that would be allowed are ones that are approved in the conditional zoning district. |
| There is a convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change. YES | The character of the neighborhood will not be damaged. This parcel is located off of a main state highway. |
| The proposed change is in accord with the Land Development Plan and sound planning principles. YES | This parcel is located in an area identified for low intensity growth. This tract of land is better suited for the request use compared to what is currently allowed. If this rezoning is approved it would amend our 2014 Land Use Plan. |

Statement of Consistency

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

Or

Statement of In-Consistency

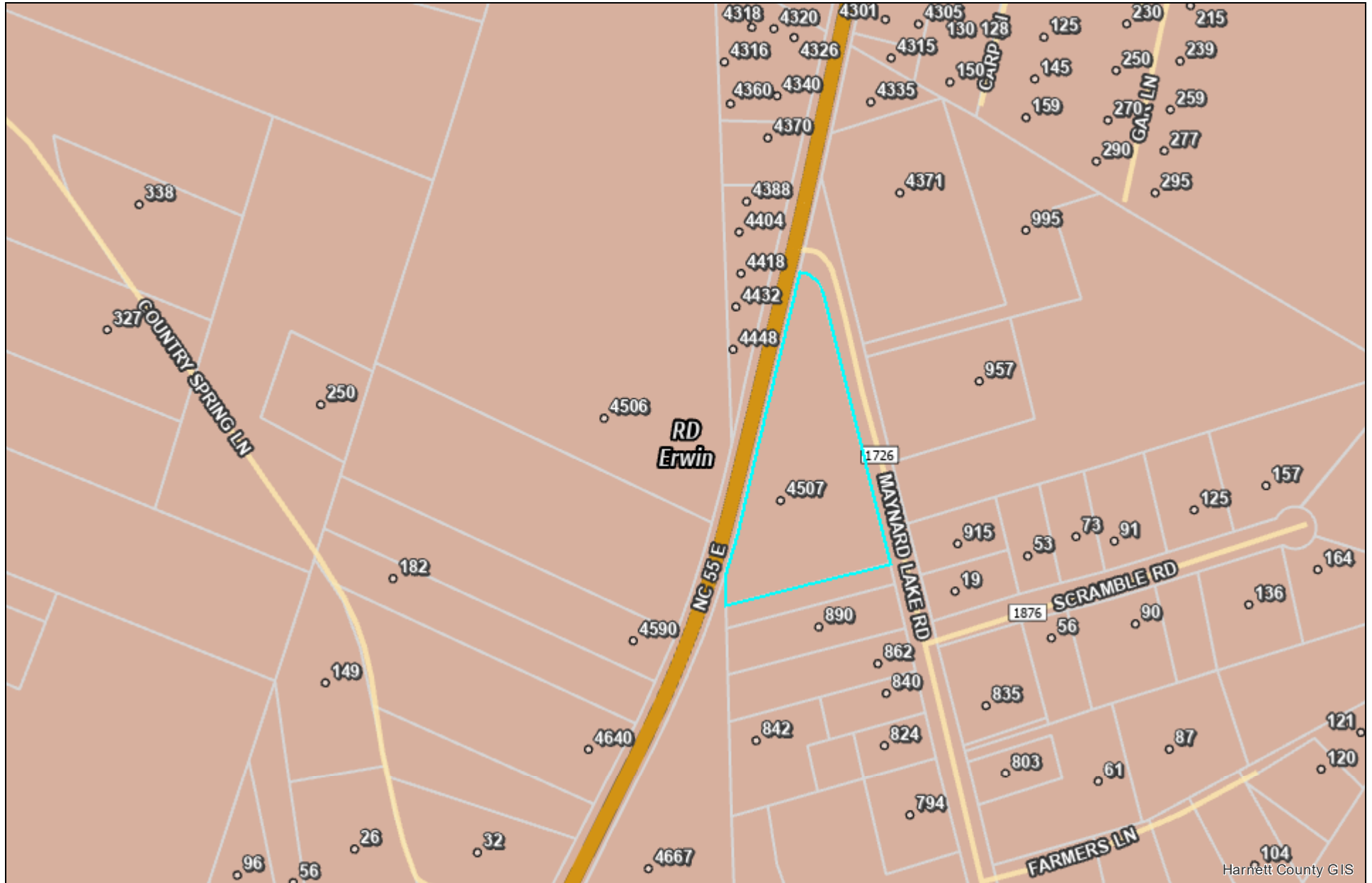
The requested rezoning to B2-CD is **NOT** compatible with all of the Town of Erwin's regulatory documents and it would have a negative impact on the surrounding community. It is recommended that this rezoning request **NOT BE APPROVED**.

Attachments:

- ZT-2022-006 Application
- Harnett County GIS Image with zoning districts
- Harnett County GIS Image without zoning districts
- Adjacent property owner sheet
- Public notice letter sent to adjacent property owners

Harnett GIS

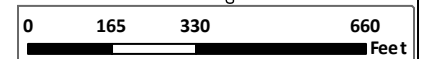
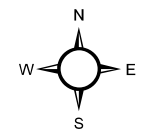
NOT FOR LEGAL USE



Harnett County GIS

GIS/E-911 Addressing

October 7, 2022



1 inch = 376 feet

36

Harnett GIS

NOT FOR LEGAL USE



Harnett County GIS

GIS/E-911 Addressing

October 7, 2022

Surrounding County Boundaries

City Limits

County Boundary

Address Numbers

Airport

Major Roads

Interstate

NC

US

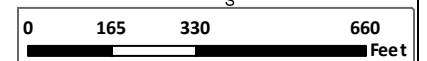
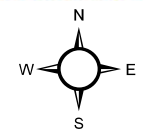
Roads

Mile_Markers

Mile_Markers

Railroad

Parcels



1 inch = 376 feet

37

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

Midway Pentecostal Holiness
PO Box 667
Erwin, NC 28339

Sharon Pope Hayes
1845 Abattoir Road
Coats, NC 27526

Nicole Day Dunn
121 Erwin Avenue
Erwin, NC 28339

NC Property Investors, LLC
PO Box 190
Clayton, NC 27528

Steve and Dayna Murphy
175 Drum INLT
Morehead City, NC 28557

William Hawley
PO Box 306
Angier, NC 27501

Kimber Group
PO Box 181
Erwin, NC 28339

John and Phyllis Avery
6076 Red Hill Church Road
Coats, NC 27526

Ashley Sanders
19 Scramble Road
Erwin, NC 28339



TOWN OF ERWIN

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

1/12/2023

Notice of a Public Hearing ZT-2022-006

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

The Board of Commissioners of the Town of Erwin will hold a public hearing pursuant to NC General Statute 160D-406 on February 2nd, 2023 at 7:00 P.M. at the Erwin Town Hall, 100 West F Street, Erwin, North Carolina to hear public comment on a proposed rezoning request.

There has been a zoning map amendment application submitted to the Town. The property is located at 4507 NC 55 East. The property can be identified by its Harnett County PIN # 0598-92-2261.000. The property is currently in our Rural District (RD) Zoning District. The applicant has requested to have this parcel rezoned to a Highway Business Conditional District (B2-CD)

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

Regards,

Snow Bowden
Town Manager

NOTICE OF PUBLIC HEARING

The Town of Erwin Board of Commissioners will conduct a Public Hearing on the following item pursuant to NC General Statute 160D-406, on Thursday, February 2, 2023, at 7:00 P.M. in the Erwin Municipal Building Board Room located at 100 West F Street, Erwin, NC 28339. Questions can be addressed to the Town Manager Snow Bowden at 910-591-4200 or by email at townmanager@erwin-nc.org.

- Case ZT-2022-006: Request to have a parcel located at 4507 NC 55 East rezoned from Rural District (RD) to Highway Business Conditional District (B2-CD). The property can also be identified by its Harnett County Tax PIN # 0598-92-2261.000.

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

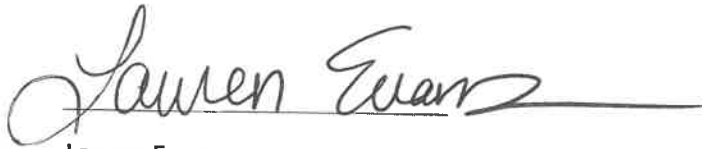
1/17,24/2023

Statement-of-Consistency

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



RJ Beasley
Planning Board Chair



Lauren Evans
Town Clerk

Statement-of-Consistency

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

Randy Baker
Mayor

Lauren Evans
Town Clerk

Statement-of-Inconsistency

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

Randy Baker
Mayor

Lauren Evans
Town Clerk



TOWN OF ERWIN

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

**ORDINANCE FOR MAP AMENDMENT CASE # ZT-2022-006
AMENDMENT TO THE OFFICIAL ZONING MAP TO REZONE
FROM RD TO B2-CD PER ZONING ORDINANCE ARTICLE XXIII
FOR HARNETT COUNTY PIN 0598-92-2261.000 .
ORD 2022-2023: 002**

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

Per Chapter 36 Zoning, Article XXIII, Changes and Amendments, Harnett County PIN 0598-92-2261.000 owned by Steve Wilford Murphy and Dayna Bayles Murphy have been rezoned to B2-CD (Highway Business-Conditional District), Case # ZT-2022-006.



2007014047
FOR REGISTRATION REGISTER OF DEEDS
HARNETT COUNTY, NC
2007 AUG 02 04:13:10 PM
BK: 2408 PG: 828-830 FEE: \$17.00

INSTRUMENT # 2007014047

HARNETT COUNTY TAX ID#

070598 0150

8-2-07 BY MT

Excise Tax NO REVENUE

Tax Lot No. _____ Parcel Identifier No. 070598 0150 Verified by _____
County on the _____ day of _____, 200_____
by _____

Mail after recording to: Billy R. Godwin, Jr., 406 W. Broad St., Dunn, NC 28334

This instrument was prepared by: Billy R. Godwin, Jr.

Brief Description for the index

3.74 ACRES

NO TITLE SEARCH PERFORMED

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made August 1, 2007, by and between

| GRANTOR | GRANTEE |
|--|--|
| Jerry Ray Bayles, Sr. and wife, Faye P. Bayles P.O. Box 343 Erwin, NC 28339 | Dayna Bayles Murphy and husband, Steve Wilford Murphy 3508 Lela Ct. Raleigh, NC 27606 |

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Harnett County, North Carolina and more particularly described as follows:

Being all of a 3.47 acre tract as shown on map entitled "Property of: Johnnie D. Avery and wife, Mattie T. Avery", prepared by Piedmont Surveying dated March 17, 1993, recorded in Plat Cabinet F, Slide 149-C, Harnett County Registry.

The consideration for this deed is the grantors' love and affection for their daughter and son-in-law.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1423 , Page 27.
A map showing the above described property is recorded in Plat Cabinet F, Slide 149-C, Harnett County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

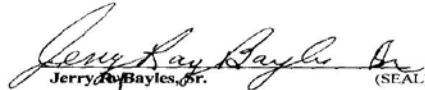
Title to the property hereinabove described is subject to the following exceptions:

1. Easement, roadways and rights of way of record, including general utility easements.
2. Easements visible by an inspection of the premises.
3. Any outstanding deed of trust on the property conveyed herein.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: _____


Jerry R. Bayles, Sr. (SEAL)


Faye P. Bayles (SEAL)

(SEAL)

(SEAL)

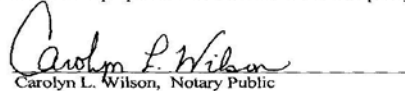
SEAL-STAMP

HARNETT COUNTY
STATE OF NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: Jerry R. Bayles, Sr. and Faye P. Bayles

This the 2nd day of August, 2007.

My Commission Expires: 3/26/2012


Carolyn L. Wilson, Notary Public





KIMBERLY S. HARGROVE
REGISTER OF DEEDS, HARNETT
305 W CORNELIUS HARNETT BLVD
SUITE 200
LILLINGTON, NC 27546

Filed For Registration: 08/02/2007 04:13:10 PM
Book: RE 2408 Page: 828-830
Document No.: 2007014047
DEED 3 PGS \$17.00
Recorder: JUDITH HAMILTON

State of North Carolina, County of Harnett

KIMBERLY S. HARGROVE , REGISTER OF DEEDS

DO NOT DISCARD

2007014047
2007014047

Adopted this the 2nd day of February 2023.

Randy Baker,
Mayor

ATTEST:

Lauren Evans
Town Clerk