

**THE ERWIN BOARD OF COMMISSIONERS
SEPTEMBER 2022 REGULAR MEETING
THURSDAY, SEPTEMBER 1, 2022 @ 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 of Joint Meeting with Planning Board on July 18, 2022 **(Page 2)**
- B. Minutes of Workshop on July 25, 2022 **(Page 5)**
- C. Minutes Regular Meeting on August 4, 2022 **(Page 9)**
- D. Financial Report for July 2022 **(Page 15)**
- E. Mayor and Board of Commissioners Code of Ethics **(Page 17)**
- F. Library Lease **(Page 23)**
- G. LED Sign Policy **(Page 33)**
- H. CPNI **(Page 34)**
- I. Planning Board Resignation: William Morris **(Page 38)**

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. SEPTEMBER 2022 CITIZEN OF THE MONTH

6. PUBLIC HEARING

- A. Proposed Text Amendment to our Code of Ordinances: Rural District (RD) **(Page 39)**

7. NEW BUSINESS

- A. Bryant Road Subdivision Preliminary Plat **(Page 43)**

8. MANAGER'S REPORT

9. ATTORNEY'S REPORT

10. GOVERNING BODY COMMENTS

11. ADJOURNMENT

ERWIN BOARD OF COMMISSIONERS
JOINT MEETING MINUTES
WITH PLANNING BOARD
JULY 18, 2022
ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding held a Joint Meeting with the Planning Board in the Erwin Municipal Building Board Room on Monday, July 18, 2022, at 7:00 P.M. in Erwin, North Carolina.

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

Town Board Members absent were: Commissioners Alvester McKoy and Charles Byrd.

Planning Board members present were: Chairperson Ronald Beasley, Vice-Chairperson Pat Cameron, In Town Board Members Judy Price, Angela Gundersen, Out of Town Board Member Michael Shean, and In-Town Alternate Rebecca Kelly.

Planning Board members absent were: In Town Board Member Joshua Schmieding and Alan West, Out of Town Board Member Roger Brown, In-Town Alternate Christa Reid, and Out of Town Alternate William Morris.

Town Manager Snow Bowden and Town Clerk Lauren Evans were present.

Mayor Baker called the meeting to order at 7:00 PM.

Commissioner Nelson gave the invocation.

Planning Board Member Judy Price led the Pledge of Allegiance.

Both Boards came together to discuss updates to the Comprehensive Land Use Plan and updates to our Ordinances.

Town Manager Snow Bowden informed the Boards of improvements being made to the Town of Erwin such as paving E H Street, getting an LED sign for Town Hall, and an updated Town Website to make it more user-friendly. He provided an update on the CERRI Program, Bruce was currently still compiling data and he will ensure both Boards are aware of the next meeting.

Mayor Baker stated the Planning Board/Board of Adjustments plays a vital role in Erwin. The Town will be contracting with a firm to assist us with the Comprehensive Plan but both Boards will play a vital role in steering and guiding.

The Boards discussed the potential Highway 421 overlay.

Planning Board Member Pat Cameron stated the Comprehensive Land Use Plan needs to be well thought out and not ignore the Land Use Plan once it is in place. He stated he would like to see the Boards start addressing issues now and not wait 14 months for a Land Use Plan. There are

MINUTES CONTINUED FROM JULY 18, 2022

many significant issues in the current Land Use Plan that needs to be addressed sooner rather than later. He expressed the importance of the Town having a Planner.

Mayor Baker stated when there is not anything on the agenda, it is a top priority to have training sessions instead of canceling the meeting. It is important to equip the Planning Board with the information and tools needed to make confident, professional decisions.

Both Boards discussed the concerns of Code Enforcement. The main topic was hiring a Code Enforcement Officer. In the past, both boards agree that in the past, some zoning issues haven't been handled properly and agree that the Town needs a change.

Commissioner Blackmon stated we need different professionals involved who bring a certain amount of expertise and we need to be ready for businesses.

Planning Board Chairman Ronald Beasley stated he would like to see a rebranding of Erwin. We need to update our flag and motto.

Mayor Baker stated his biggest goal is to bring unity to the Town. The Town Board cannot do it on their own and need input from the citizens of Erwin. He was hopeful for growth in Erwin.

Planning Board Member Pat Cameron stated in the last year, the Planning Board has talked about real assets in Erwin, the new School being one. The School will attract young families and more houses will be coming to Erwin. He mentioned utilizing the School for Community. He and other members of the Planning Board get frustrated by the number of Conditional Uses in Erwin. He would love to see a more straightforward approach, Conditional Uses are too unknown, and there are too many grey areas.

Mayor Baker stated his interpretation was that substantial time was not invested when creating the current Conditional Uses. This was when both boards need to come together and take the time to determine permitted rights upfront.

Discussion continued among the Boards of zoning issues the Boards have come in contact with over the years.

Commissioner Turnage asked the Planning Board what infrastructure they would like to see in Erwin.

Planning Board Chairman Ronald Beasley stated he would like to see the sidewalks on East H Street widened to accommodate outdoor seating and make it more inviting for the Public to seat and enjoy a meal or a sweet from Burney's.

Planning Board Member Angela Gundersen stated the Erwin image was what attracted her and her family to move to Erwin from Apex. They liked the small town feel and the appealing history of Erwin.

Town Manager Snow Bowden stated he will keep both Boards informed of any updates in Erwin.

ADJOURNMENT

Commissioner Turnage made a motion to adjourn at 8:01 pm and was seconded by Commissioner Blackmon. **The Board voted unanimously.**

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

Randy Baker
Mayor

Lauren Evans
Town Clerk

ERWIN BOARD OF COMMISSIONERS

REGULAR WORKSHOP MINUTES

JULY 25, 2022

ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding, held its Regular Workshop in the Erwin Municipal Building Board Room on Monday, July 25, 2022, at 6:00 P.M. in Erwin, North Carolina.

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

Town Manager Snow Bowden, Town Clerk Lauren Evans, and Town Attorney Timothy Morris were present.

Mayor Baker called the meeting to order at 6:00 P.M.

Commissioner McKoy gave the invocation.

Mayor Baker led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

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

CONSENT

Commissioner Blackmon made a motion to approve **(ITEM A)** SRO MOU Renewal and was seconded by Commissioner Byrd. **The Board voted unanimously.**

OLD BUSINESS

Erwin Business Complex

Town Manager Snow Bowden informed the Board that a group of people were present to speak with them about the Brownfield Program. The people present were Charles Ivey, the attorney; Shawn Doule, the realtor; Jeff Smith, the Plan Administrator; and Norman Avery.

Mr. Ivey came forward and addressed the Board. He provided the Board with an update on what was going on at the Erwin Business Complex and asked the Board for the support of the Town of Erwin in the sale of the Brownfield Property.

MINUTES CONTINUED FROM JULY 25, 2022

The consensus of the Board was to add a Resolution of Support to the August Board Meeting.

Community Building Sign

Town Manager Snow Bowden showed the Board the draft of the Community Building Sign. He stated the quoted price is fair in his opinion. The sign would be there to identify the Community Building and for organizations to identify that they meet there.

The consensus of the Board was to add the Community Building Sign under consent on the August Meeting Agenda.

Erwin Depot

Town Manager Snow Bowden stated he is still waiting to hear back from the firm that designed the plans for the Depot. He and Mark Byrd had someone look at the roof and we may need to replace a few rafters. He needed direction from the Board on what material they would like the roof to be in order to put out bids.

Commissioner Turnage stated he would like to see Town Manager Snow Bowden prepare a package, put the ticket office back on it, and get some numbers from a contractor. He cannot accept the number from the architect, those are ridiculous numbers. If we need to use Cell Tower money, that is what we will do. We have too much invested in the depot to let it go now.

Commissioner Nelson stated he is still undecided, it is a lot of money and he does not know if we will see a return on it. He recommended talking with other smaller Towns and seeing what their traffic flow is and whether they generate revenue.

Mayor Baker provided the Board with a draft of what the Depot could look like. He stated we need to look at our financial options, decide what path we want to take, and start making steps forward.

Commissioner Byrd stated he does not want Erwin's history to go away but funding is an issue. Nothing stops us from contacting contractors, we do not have to accept any bids we do not agree with.

Commissioner Blackmon stated we first need to prepare a Project Budget and contact the Local Government Commission for approval. He recommended the Board to instruct Town Manager Snow Bowden to contact the architect and get new numbers.

Commissioner Marbell stated half of the Town is for it and half of the Town is against it.

Commissioner McKoy stated this is his 3rd term and we have been kicking this can down the road for years. The Town spent \$15,000 to move and to not do anything now is absurd. We should contact Angier, their Depot is beautiful. He was in favor of using Cell Tower money for funding.

The consensus of the Board was to move forward and directed Town Manager Snow Bowden to contact the architect, get new numbers, and report back to the Board at our August Workshop.

MINUTES CONTINUED FROM JULY 25, 2022
NEW BUSINESS

Budget Recap

Town Manager Snow Bowden went back through the past five fiscal years' budgets that have been audited and approved by both the State and Town Board and created a summary of the revenues and expenditures. Through the work of the Board, we have been building our find balance back up. He brought to the Board's attention that in fiscal year 2021-2022, \$234,000 were SRF COVID Funds. He stated when we have more time, we would like to discuss moving more money to the Capital Trust.

Rail Trail Agreement

Town Manager Snow Bowden stated this is a formal agreement with Harnett County. Since the Rail Trail was built years ago, there has been an unwritten gentlemen's agreement that the Town will maintain what's in the Town, the City will maintain what's in the City, and the County would maintain their portion. He sent the agreement to Town Attorney Tim Morris for his review. Mr. Bowden's biggest concern was under Duties of the Town, Item C, "Abide by any and all County ordinances, all applicable State laws, and any and all policies of Harnett County and Harnett County Parks and Recreation Department" he sees it as a back way to follow their rules.

Commissioner Blackmon stated there are uneven expectations compared to Dunn. Also, not allowing golf carts is impending on ADA Compliance Rights in his opinion.

Mayor Baker stated this should be a joint venture with equal representation and equal responsibility for all parties. The only change is responsibility should be something that is warranted by the environment.

Commissioner Marbell stated he spoke with Police Chief Johnson and there should be no issue with golf carts being on the Rail Trail as long as the driver has a valid driver's license.

Town Manager Snow Bowden stated he has a meeting with Harnett County and will express the Board's concerns and work on making the agreement more equal.

ZT-2022-004

Town Manager Snow Bowden made the Board aware that The Town of Erwin has received an application to have a parcel rezoned from RD to R-10 Zoning District. The applicant plans on requesting that the parcel be voluntarily annexed into Town Limits. If this rezoning request is approved it would open up the option for the applicant to request a special use permit for planned unit development. This request will be a Public Hearing at our August Board Meeting.

Bryant Rd Subdivision Preliminary Plat

Town Manager Snow Bowden informed the Board that the preliminary subdivision plat for a subdivision that would be located off of St. Matthews Road and Bryant Road will be on the agenda for our August Board Meeting.

MINUTES CONTINUED FROM JULY 25, 2022
GOVERNING COMMENTS

Mayor Baker stated at our Workshop he would like to start having a section for Board Members to express their concerns or information requests for Town Manager Snow Bowden to have prepared for the Regularly Scheduled Board Meeting.

Commissioner Blackmon stated if one Commissioner asked for information, please make sure all Commissioners receive the same information.

Commissioner Byrd reminded Town Manager Snow Bowden of the two flea markets on his road.

Town Manager Snow Bowden stated he will be going to speak with them the next day. He is also going to have a formal fine for each day up to \$500.00 for the fence in Commissioner Byrd's Ward.

Commissioner Blackmon stated we need to send a letter to the lady working a business out of the back of her home on Commissioner McKoy's road.

Commissioner Turnage stated with citizens paying more in taxes, we have to take complaints seriously and do everything we can to help the citizens.

Mayor Baker thanked everyone for coming to the Workshop and taking time away from their families. He informed the Board that Kristine Wallace is the new Tax Administrator for Harnett County.

ADJOURNMENT

Commissioner McKoy made a motion to adjourn at 7:28 P.M. and was seconded by Commissioner Turnage. **The Board voted unanimously.**

MINUTES RECORDED AND TYPED BY
LAUREN EVANS TOWN CLERK

ATTEST:

Randy Baker
Mayor

Lauren Evans
Town Clerk

ERWIN BOARD OF COMMISSIONERS

REGULAR MINUTES

AUGUST 4, 2022

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, August 4, 2022, at 7:00 P.M. in Erwin, North Carolina.

Board Members present were: Mayor Randy Baker, and Commissioners William Turnage, Alvester McKoy, Timothy Marbell, David Nelson, and Charles Byrd.

Board Members absent were: Mayor Pro Tem Ricky Blackmon

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

Mayor Baker called the meeting to order at 7:00 PM.

Commissioner McKoy gave the invocation.

Commissioner McKoy led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

Town Manager Snow Bowden requested to add under consent as Item F, Truist Resolution for Deposit Account. He also requested to remove Item A under New Business: Bryant Road Subdivision Preliminary Plat, in order to clarify a few things with the developer.

Commissioner Turnage requested to add Discussion of Erwin Railtrail under New Business as Item A.

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

CONSENT

Commissioner McKoy made a motion to approve **(ITEM A)** Minutes of Regular Workshop on June 27, 2022 **(ITEM B)** Minutes of Regular Meeting on July 14, 2022 **(ITEM C)** Financial Report for June 2022 **(ITEM D)** Resolution of Support **(ITEM E)** Community Building Sign **(ITEM E)** Truist Resolution for Deposit Account and was seconded by Commissioner Turnage. **The Board voted unanimously.**

MINUTES CONTINUED FROM AUGUST 4, 2022

PUBLIC COMMENT

Jerry Manning of 604 East E Street came forward and addressed the Board. He stated he has been approached by a Harnett County Deputy on the Rail Trail when driving his golf cart. There are not any “No Golf Carts” signs on the trail and not allowing him to have his golf cart on the trail is violating his rights, he does not feel he should be denied access due to not being able to walk the trail. He stated this is Erwin’s trail and it is not a County issue, he also understood that the Town of Erwin has invested money in the Harnett County Park. He also inquired to the Board about tax rates for the new year.

Carolyn Manning of 604 East E Street came forward. She stated she does not know what kind of grant the Town has been awarded to restore the Depot and make it into a museum but as a citizen of Erwin, she can appreciate our past but she does not understand why the Town would want to put thousands of dollars, even though it’s a grant, the Town will still have to put their money into the Depot to make it a nice building. Why can’t the Town take one of the empty store buildings uptown and make a beautiful museum? That money could be used elsewhere to better the Town.

PROCLAMATION OF RECOGNITION OF OUTGOING PLANNING BOARD MEMBER MICHAEL SHEAN

Former Planning/Zoning and Board of Adjustments Member Michael Shean was recognized for his distinguished service to the citizens of the Town of Erwin and its Extra-Territorial Jurisdiction during his two consecutive terms, extending from August 4, 2016, through August 1, 2022. Mayor Pro Tem Baker presented him with a Proclamation Plaque.

PUBLIC HEARING

ZT-2022-004

Commissioner Byrd made a motion to open the Public Hearing and was seconded by Commissioner Turnage. **The Board voted unanimously.**

Town Manager Snow Bowden stated the Town of Erwin received a request to have a parcel rezoned from RD to R-10 Zoning District. The parcel is adjacent to R-10 zoning. The Planning Board recommend the request for approval and adopted a statement of consistency.

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

Applicant, Zachary Angle, came forward and was sworn in by Town Clerk Lauren Evans.

Mr. Angle came forward and thanked the Mayor and Board for taking the time to consider this rezoning request. He provided the Board with a sketch of what he is working with. He would like to rezone the property from RD to R-10 because he would like to do a Plan Unit Development which is only allowed in R-10 and R-6. Plan Unit Developments allow for more creative uses of the property and smaller lots. The plat he presented to the Board is an idea he is working with for an age-targeted neighborhood of 55 and up. All of the homes would be single-

MINUTES CONTINUED FROM AUGUST 4, 2022

family detached properties. We are not voting on this tonight, he will come back with more details, he just wanted to provide the Board with an idea of what he is thinking for the property.

Mayor Baker stated he wanted to remind the Board that this is a rezoning hearing and it is very nice of Mr. Angle to bring his proposed use but he asked the Board to keep in mind that when a rezoning takes place any of the permitted uses in that zoning district are allowed so we cannot base the request solely on the proposed use. He thanked Mr. Angle for being clear in his reasoning behind the proposed rezoning but the Board has to make sure they are consistent with their process.

Town Manager Snow Bowden stated if Mr. Angle wanted to do his proposed Plan Unit Development would require a Special Use Permit, neighbors will receive letters, a sign will go up in the yard, it will be advertised in the newspaper, and a Public Hearing would be held.

Mayor Baker asked Town Clerk Lauren Evans to put up on the screen where the parcel is located.

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

No one came forward.

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

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

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

No one came forward.

Commissioner McKoy made a motion to close the Public Hearing and was seconded by Commissioner Turnage. **The Board voted unanimously.**

Town Manager Snow Bowden stated the applicant plans on requesting that the parcel be voluntarily annexed into Town Limits.

Commissioner Byrd made a motion that the requested rezoning to R-10 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 Byrd made a motion the approve Ordinance For Map Amendment Case # ZT-2022-004 Amendment To The Official Zoning Map To Rezone From Rural District (RD) To R-10 Per Zoning Ordinance Article XXIII For Harnett County Pin 0597-13-6466.000, ORD 2022-2023:001 and was seconded by Commissioner Nelson. **The Board voted unanimously.**

MINUTES CONTINUED FROM AUGUST 4, 2022

NEW BUSINESS

Erwin Rail Trail

Commissioner Turnage stated he has received a lot of complaints about the difference between the Dunn Erwin Rail Trail vs the Erwin Rail Trail. He stated Harnett County does not control the Erwin Rail Trail and we have a right to allow people to drive their golf carts on the trail. If a handicapped person took Harnett County to court, they would win. He asked that the Town put up a sign on the trail that golf carts are allowed. No ATVs only golf carts.

Mayor Baker asked our Town Manager and Town Attorney to get more information from the citizens who came to the meeting.

Town Manager Snow Bowden verified if Commissioner Turnage was talking about the rail trail extension that Doug got the grant for that connects 20th Street to the Cape Fear river park which is a Harnett County park. There should not have been a Sheriff's Deputy on the Rail Trail. These are legal issues we need to figure out. He stated the Trail is owned by the County enough though Erwin does have a say in what is allowed in Erwin.

Discussion continued among the Board and staff.

Mayor Baker stated that Chief Johnson knows golf carts are not condemned in Erwin.

Town Manager Snow Bowden stated he will schedule a meeting with the county and have Town Attorney Tim Morris speak with the County Attorney.

Commissioner Turnage expressed his concern about people abusing the golf cart laws in Erwin. Golf Carts being driven on the road is illegal without a Town Sticker and must be registered with the Town.

MANAGER'S REPORT

Town Manager Snow Bowden informed the Board that the next CERRI Meeting is on August 25th from 9-11 AM. He received a lot of good feedback from citizens and businesses in Erwin who were involved. He and Mayor Baker had a meeting on July 22nd with the NC Flood Plain Management Office. They reviewed our permits. He and Town Engineer Bill Drietzler went on a tour with Matthew Stillwater after the fact and gave them a green light. A number of years ago the Town was on probation with FEMA so it was good to get a good report from them. He informed the Board that Chief Johnson promoted Officer Norris to one community officer position and moved Ethan Core from part-time to full-time for the second community officer position.

MINUTES CONTINUED FROM AUGUST 4, 2022

ATTORNEY'S REPORT

Town Attorney Tim Morris stated he was thankful to be the Town Attorney and stated regarding some Code Enforcement issues he has been dealing with, he would like to send an internal memorandum and have the Board share it as they see appropriate.

GOVERNING COMMENTS

Commissioner McKoy informed the staff that there still needs to be a light at Porter Park where the W.N. Porter sign is located. The steps that once led to N 13th Street from Porter Park going towards the play area are no longer there and need to be replaced with rails as soon as possible. The parking area at Porter Park is a mess, there were pine needles and debris everywhere. When reviewing the FY 2022-2023 Budget, \$140,000 was projected to be spent on improvements at Al Woodall Park but nothing was ever mentioned about spending these funds on much-needed improvements at Porter Park such as resurfacing the parking lot and the ditch issues on N 13th street. He asked Town Manager Snow Bowden about the progress of fixing the broken asphalt at N 13th street and W M Street.

Town Manager Snow Bowden stated we are still waiting on DOT, we will just keep calling.

Commissioner McKoy stated the trailer traffic flow on W N Street is increasing and something needs to be done or the Town will be having the repair the road soon. He also stated the ditches on Allen Drive and Womack are in a mess.

Commissioner Byrd thanked staff for cleaning up the Flea Markets on his road. He stated the fence issue Mr. Morris had mentioned has been going on for a year and it is clear that the fence is not in compliance with our Ordinance. He stated at this point, we need to say, "fix it or see you in court" Mr. Lucas has an immaculate yard and the fence is the wrong way and we will enforce it through legal action. We should be enforcing our Ordinances throughout Erwin or taking them off the books.

Commissioner McKoy stated it is not Mr. Bowden's job to enforce code. We need a Code Enforcement Officer bad, we all know that.

Commissioner Nelson stated he seconded Commissioner Byrd, our Codes must be enforced. He inquired about the road beside the shortstop.

Mayor Baker stated he has spoken with Keith Anderson and is making their way to us.

Commissioner Turnage stated he received a complaint about ongoing yard sales on East E Street. Mr. Bowden has more than he can handle and when we hire a Code Enforcement Officer, we are going to have to back him up 100%. If he says take them to court then we have to take them to court. He stated East H Street looks really nice.

Commissioner Byrd stated he is glad to see someone working on the ditch behind the new school.

MINUTES CONTINUED FROM AUGUST 4, 2022

Mayor Baker thanked the citizens for coming out and engaging in conversation. Input from our citizens is what the Board needs to effectively facilitate the Town. The issues you bring to the Board are the most important things and the Board takes a pledge to address those issues for you. Let's share in the growth of Erwin together. He asked that everyone invite family and friends to come to our meetings and get involved like Former Planning Board Member Michael Shean who was recognized earlier in the meeting.

ADJOURNMENT

Commissioner Byrd made a motion to adjourn at 8:08 P.M. and was seconded by Commissioner Turnage. **The Board voted unanimously.**

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

ATTEST:

Randy Baker
Mayor

Lauren Evans
Town Clerk

TOWN OF ERWIN
FINANCIAL SUMMARY REPORT
FOR MONTH OF July 2022



REVENUES	ANNUAL BUDGET	July '22 ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
CURRENT YEAR LEVY OF PROPERTY TAXES	1,480,186.00	0.00	0.00	0.00%
CURRENT YEAR MOTOR VEHICLE TAXES	187,985.00	0.00	0.00	0.00%
PRIOR YEAR TAXES / Penalties & Interest	10,000.00	1,003.00	1,003.00	10.03%
UTILITIES FRANCHISE TAXES	190,270.00	0.00	0.00	0.00%
ENTRY FEES	20,000.00	1,345.00	1,345.00	6.73%
SALES & USE TAX	750,000.00	83,026.00	83,026.00	11.07%
ZONING PERMITS/APPLICATIONS	13,000.00	4,615.00	4,615.00	35.50%
REFUSE COLLECTIONS FEES	421,000.00	41,630.00	41,630.00	9.89%
STORM WATER COLLECTION	69,000.00	5,604.00	5,604.00	8.12%
ALL OTHER REVENUES	1,352,298.00	52,801.00	52,801.00	3.90%
	4,493,739.00	190,024.00	190,024.00	4.23%
EXPENDITURES	ANNUAL BUDGET	July 2022 ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	44,115.00	2,001.00	2,001.00	4.54%
ADMINISTRATION	323,064.00	22,296.00	22,296.00	6.90%
NON-DEPARTMENTAL	341,273.00	109,751.00	109,751.00	32.16%
PLANNING & INSPECTIONS	161,686.00	145.00	145.00	0.09%
POWELL BILL-STREETS	177,000.00	2,000.00	2,000.00	1.13%
POLICE	1,119,663.00	79,421.00	79,421.00	7.09%
POLICE-SRO	70,706.00	5,749.00	5,749.00	8.13%
CONTRACT SERVICES-FIRE	330,158.00	0.00	0.00	0.00%
PUBLIC WORKS-ADMIN.	122,529.00	14,229.00	14,229.00	11.61%
PUBLIC WORKS-STREETS	423,721.00	22,022.00	22,022.00	5.20%
PUBLIC WORKS-SANITATION	751,244.00	21,668.00	21,668.00	2.88%
PUBLIC WORKS-STORM WATER	57,000.00	2,000.00	2,000.00	3.51%
RECREATION	494,175.00	27,814.00	27,814.00	5.63%
LIBRARY	69,405.00	5,385.00	5,385.00	7.76%
COMMUNITY CENTER	8,000.00	586.00	586.00	7.33%
	4,493,739.00	315,067.00	315,067.00	7.01%
Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE)	4,493,739.00	(125,043.00)	(125,043.00)	

BANK BALANCES AS OF July 2022	
NC Capital Mgt Trust - Cash Management	2,661,055.46
TRUIST - CASH IN BANK	131,283.30
FIRST FEDERAL PRESTIGE - BUSINESS MONEY MARKET	136,863.00
FIRST FEDERAL PREMIUM - BUSINESS MONEY MARKET	858,437.95
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS	3,787,639.71
TRUIT - STATE FORFEITURE	1,976.05
TRUIST - CAPITAL RESERVE/COMM. ENHANCEMENT	217,727.76
FIRST FEDERAL CAP.- RESERVE	2,353,964.79
TRUIST - HEALTH RESERVE HRA ACCT.	20,005.09
TRUIST - PRIEBE FIELD ACCT.	23,783.38
AL WOODALL PARK IMPROVEMENTS	388,175.66
TRUIST - AMERICAN RELIEF FUNDS - (ARPA) Federal Grant	1,415,503.35
TRUIST - Community Building Renovation - (SCIF) State Grant	93,118.12
Y-T-D INVESTMENT BALANCE RESTRICTED FUNDS	4,514,254.20
CUMULATIVE BALANCE FOR TOWN OF ERWIN	8,301,893.91

POWELL BILL BALANCE
 \$ 218,241.32

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



	YTD Jul-22	YTD Jul-21	YTD DIFFERENCE
Revenues			
CURRENT YEAR LEVY OF PROPERTY TAXES	0.00	0.00	0.00
CURRENT YEAR MOTOR VEHICLE TAXES	0.00	0.00	0.00
PRIOR YEAR TAXES / Penalties & Interest	1,003.00	29,022.00	(28,019.00)
UTILITIES FRANCHISE TAXES	0.00	0.00	0.00
ENTRY FEES	1,345.00	1,675.00	(330.00)
SALES & USE TAX	83,026.00	73,802.00	9,224.00
ZONING PERMITS/APPLICATIONS	4,615.00	1,640.00	2,975.00
REFUSE COLLECTIONS FEES	41,630.00	39,151.00	2,479.00
STORM WATER COLLECTION	5,604.00	5,139.00	465.00
ALL OTHER REVENUES	52,801.00	34,323.00	18,478.00
	\$ 190,024.00	184,752.00	5,272.00
Expenditures			
GOVERNING BODY	2,001.00	1,776.00	225.00
ADMINISTRATION	22,296.00	21,151.00	1,145.00
NON-DEPARTMENTAL	109,751.00	111,983.00	(2,232.00)
PLANNING & INSPECTIONS	145.00	347.00	(202.00)
POWELL BILL-STREETS	2,000.00	2,000.00	0.00
POLICE	79,421.00	67,312.00	12,109.00
POLICE-SRO	5,749.00	5,571.00	178.00
CONTRACT SERVICES-FIRE	0.00	5,224.00	(5,224.00)
PUBLIC WORKS-ADMIN.	14,229.00	9,593.00	4,636.00
PUBLIC WORKS-STREETS	22,022.00	25,370.00	(3,348.00)
PUBLIC WORKS-SANITATION	21,668.00	1,881.00	19,787.00
PUBLIC WORKS-STORM WATER	2,000.00	3,549.00	(1,549.00)
RECREATION	27,814.00	24,220.00	3,594.00
LIBRARY	5,385.00	5,455.00	(70.00)
COMMUNITY CENTER	586.00	266.00	320.00
	\$ 315,067.00	285,698.00	29,369.00

	YTD Jul-22	YTD Jul-21
BANK ACCOUNT BALANCES		
CASH MANAGEMENT	2,661,055.46	1,989,049.37
BB&T CASH IN BANK	131,283.30	210,893.95
FIRST FEDERAL BUSINESS M	136,863.00	136,561.49
FIRST FEDERAL MONEY MARKET	858,437.95	856,727.48
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS	\$ 3,787,639.71	3,193,232.29
BB&T STATE FORFEITURE	1,976.05	4,246.64
BB & T CAPITAL RESERVE/COMM. ENHANCEMENT	217,727.76	191,201.67
FIRST FEDERAL CAP. RESERVE/GENERAL	2,353,964.79	2,349,274.46
BB&T HEALTH RESERVE HRA ACCT.	20,005.09	17,199.42
PRIEBE FIELD ACCT.	23,783.38	10,448.44
AL WOODALL PARK IMPROVEMENTS	388,175.66	347,940.85
AMERICAN RELIEF FUNDS: ARPA Grant Community Bld.Renovation: SCIF GRANT	1,415,503.35	821,602.01
Y-T-D BALANCE RESTRICTED FUNDS	\$ 4,514,254.20	3,741,913.49
CUMULATIVE BALANCE FOR TOWN OF ERWIN	\$ 8,301,893.91	6,935,145.78



TOWN OF ERWIN

P.O. Box 459 • Erwin, NC 28339
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Mayor
Randy L. Baker
Mayor Pro Tem
Ricky W. Blackmon
Commissioners
Alvester L. McKoy
Timothy D. Marbell
Charles L. Byrd
David L. Nelson
William R. Turnage

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

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

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

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

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

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

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

GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS

- The stability and proper operation of democratic representative government depends upon public confidence in the integrity of the government, and upon responsible exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure.
- Board members must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.
- Board members must always remain aware that at various times they play different roles:
 - As advocates, who strive to advance the legitimate needs of their citizens and residents,
 - As legislators, who balance the public interest and private rights in considering and enacting ordinances, orders, and resolutions, and
 - As fair and impartial decision-makers, when making quasi-judicial and administrative determinations.

Board members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.

- Board members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each official must find within his or her own conscience the touchstone by which to determine what conduct is appropriate.

CODE OF ETHICS

Purpose.

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the Board of Commissioners and to provide guidance in determining what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a board member's best judgment.

Section 1.

(a) Board members should obey all laws that apply to their official actions as members of the board. Board members should be guided by the spirit as well as the letter of the law in whatever they do. At the same time, board members should feel free to assert policy positions and opinions without fear of reprisal from fellow board members or citizens. To assert that a board member is behaving unethically due to the fact that one has a disagreement with that board member based on a question of policy (and not on the board member's ethical behavior) is unfair, dishonest, irresponsible, and is itself unethical.

(b) Board members should endeavor to keep themselves up-to-date, through the board's attorney, of the most pertinent constitutional, statutory, and other legal requirements with which they must be familiar in order to meet their legal responsibilities. A list of applicable laws and regulations accompanies this Code as Attachment "A".

(c) Board members shall comply with General Statute §160A-87 in receiving two clock hours of ethics education within 12 months of each appointment or election to office. Board members may additionally receive two clock hours of ethics education annually, but failure to receive such additional ethics education shall not constitute a violation of this Code of Ethics.

Section 2.

Board members should act with integrity and with independence from improper influence as they exercise the functions of their offices. Characteristics and behaviors that are consistent with this standard are:

- Adhering firmly to a code of sound values.
- Behaving consistently and with respect towards everyone with whom they interact.
- Exhibiting trustworthiness.
- Living as if they are on duty as elected officials regardless of where they are or what they are doing.
- Using their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner.

- Remaining incorruptible, self-governing, and not subject to improper influence, while at the same time being able to consider the opinions and ideas of others.
- Disclosing contacts and information about issues that they receive outside of public meetings, and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves.
- Treating other board members and the public with respect, and honoring the opinions of others even when they disagree.
- Being careful not to reach conclusions on issues until all sides have been heard.
- Showing respect for their office and not behaving in ways that reflect badly on it.
- Recognizing that they are part of a larger group and acting accordingly.
- Recognizing that individual board members are not generally allowed to act on behalf of the board, but may only do so if the board specifically so authorizes, and that the board must take official action as a body.

Section 3.

(a) Board members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach. Although opinions may vary about what behavior is inappropriate, this board will consider impropriety in terms of whether a reasonable person who is aware of all of the relevant facts and circumstances surrounding the board member's action would conclude that the action was inappropriate.

(b) Board members shall, at the first regular meeting after the annual organizational meeting of the Board immediately after assuming office, and annually thereafter, file with the Clerk to the Board of Commissioners a written statement describing any interest he or she or his or her spouse or domestic partner has in real property situated in whole or in part in the Town of Erwin or its Extraterritorial Jurisdiction and the general description or location of that property.

(c) Board members shall, at the first regular meeting after the annual organizational meeting of the Board immediately after assuming office, and annually thereafter, file with the Clerk to the Board of Commissioners a written statement describing any legal, equitable, beneficial or contractual interest he or she or his or her spouse or domestic partner has in any business, firm or corporation, which is currently doing business with the Town of Erwin pursuant to contracts awarded by the Town of Erwin, or is attempting, or has attempted in the past calendar year, to secure the award of a bid from the Town of Erwin or the approval of any Board or Agency of the Town of Erwin.

(d) If a board member believes that his or her actions, while legal and ethical, may be misunderstood, he or she should seek the advice of the board's attorney and should consider publicly disclosing the facts of the situation and the steps taken to resolve it, such as consulting with the attorney.

(e) Sections 3(b) and 3(c) shall specifically apply to the Board of Commissioners of the Town of Erwin, Board of Adjustment of the Town of Erwin, and Planning Board of

the Town of Erwin and any other advisory boards or committees specifically designated by the Board of Commissioners except that members of boards other than the Board of Commissioners shall file the required disclosure within 30 days of their initial and subsequent appointments to said boards.

Section 4.

Board members should be faithful in the performance of the duties of their offices. They should act as especially responsible citizens whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

Board members should faithfully attend and prepare for meetings. They should carefully analyze all credible information that is properly submitted to them, mindful of the need not to engage in communications outside the meeting in quasi-judicial matters. They should demand full accountability from those over whom the board has authority.

Board members should be willing to bear their fair share of the board's workload. To the extent appropriate, they should be willing to put the board's interests ahead of their own.

Section 5.

Elected members of local governing boards should conduct the affairs of their boards in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should remember when they meet that they are conducting the public's business. They should also remember that the records of their local government belong to the public and not to them or their employees. They should make clear that a climate of openness is to be maintained at all times in their governmental units.

In order to ensure strict compliance with the laws governing openness, governing board members should strive to be open. They should prohibit unjustified delay in fulfilling public records requests. They should take deliberate steps to ensure that any closed sessions held by the board are lawfully conducted, and that such sessions do not stray from the purposes for which they are called.

Section 6.

If, by a majority vote of the board, the board has reasonable cause to believe that one or more of its members has violated a provision of this Code of Ethics, it may at a regular meeting of the Board of Commissioners direct the Town Attorney to open an investigation into the matter. All information compiled, including the grounds for the

finding of reasonable cause, shall be shared with the member when it is received. All information pertaining to the case shall be open to public inspection and copying pursuant to the North Carolina public records statutes. If, upon investigation of a violation of this Code of Ethics, the board has reasonable cause to believe that a violation of a criminal law may have occurred, it shall refer the matter to the local district attorney. Should the board determine that it wishes to proceed further with censure proceedings, it shall, by a majority vote, call for a hearing to be held at a regular meeting or at a special meeting convened for that purpose and shall adhere to the procedures set out in Attachment “B” “Censure Procedure”. This section shall apply only to the Board of Commissioners of the Town of Erwin.

Adopted this the 1st day of September 2022.

Randy Baker, Mayor

Ricky Blackmon, Mayor Pro Tem

Alvester McKoy

Timothy Marbell

Charles Byrd

David Nelson

William Turnage

NORTH CAROLINA
HARNETT COUNTY

LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

With copy to:

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

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

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

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

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

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

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

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

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

15. **Operating Expense.** LESSEE shall be responsible for arranging for the installation and operation of internet service, phone service, security systems, and other such services required for the use of the Premises by LESSEE and shall pay directly to the supplier thereof all charges, fees, or assessments for installation, connection, operation, and use of such services. Prior to installation of any such services, LESSEE shall obtain the written approval of LESSOR, which approval shall not be unreasonably withheld, and LESSEE shall coordinate with LESSOR as to the proper area(s) for installation and housing of equipment and wires. If LESSEE installs any security equipment in the Premises, LESSEE shall provide LESSOR with access codes and/or provide for immediate entry to the Premises to enable LESSOR to meet its maintenance and repair obligations set forth in Sections 10 and 14 of this Lease. LESSEE shall not install any equipment in the shared hallways, spaces, or rooms without the written permission of LESSOR. LESSEE shall fully and promptly pay for all services furnished to the Premises and used by LESSEE throughout the term of this Lease, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon, with the exception of LESSOR's utilities obligations set forth in Section 16 of this Lease.

16. **Utilities.** LESSOR shall be responsible for the costs of electricity, gas, sewer, water, and trash collection for the Community Building. LESSEE will pay the prorated share of electricity, gas, sewer, and water costs based on square footage leased. Cost of trash collection shall be the sole responsibility of the LESSOR. LESSEE shall carry all trash from leased Premises to designated receptacles located outside of the Premises for trash collection by LESSOR.

17. **Signage.** LESSEE is permitted to place, or display on exterior doors, walls, or windows designated by LESSOR signage that can be easily removed to advertise its business provided LESSEE obtains the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE agrees that any such signs placed on a door, wall, or window shall be in the form of a decal or other easily removable form. LESSEE is responsible for removing all signs and displays upon termination of this Lease. All signs shall be in compliance with any applicable laws, ordinances, and codes.

LESSEE is permitted to affix, place, or display on interior walls, doors, and from ceiling tiles of the Premises signage for the operation and organization of the library. LESSEE is responsible for the removing of all signs and displays upon termination of this Lease and shall be responsible for any repairs to Premises that result from the removal of said signage.

18. **Use of Entrances and Exits.** Except in cases of emergencies, LESSEE shall make all reasonable attempts to ensure that its agents, employees, volunteers, members, and invitees use the entrances and exits nearest the Premises during its hours of operation.

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

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

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

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

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

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

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

LESSEE:

COUNTY OF HARNETT

Lewis W. Weatherspoon, Chairman
Harnett County Board of Commissioners

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

By: _____

Name: Kimberly Honeycutt

Title: County Finance Officer

LESSOR:

TOWN OF ERWIN

Randy L. Baker, Mayor

Town of Erwin

NORTH CAROLINA
COUNTY OF HARNETT

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

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

Notary Public

My Commission Expires: _____

NORTH CAROLINA
COUNTY OF HARNETT

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

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

Notary Public

My Commission Expires: _____



TOWN OF ERWIN

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

TOWN OF ERWIN ELECTRONIC MESSAGE BOARD ADMIN PROCEDURE

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

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

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

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

1. Content Regulations:

A. Permitted Content:

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

B. Prohibited Content:

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



The Construction Professionals Network Institute, Inc.

BUILT ASSET ASSISTANCE WORKSHOP

Memorandum of Understanding – Erwin, NC

August 1, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Disclaimers and Exclusions:

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

10. Miscellaneous:

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

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

Construction Professionals Network Institute, Inc.

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

Town of Erwin, NC _____

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

Dear Sir,

As you know I have been elected as County Commissioner. Due to the time I will have to put forth as a commissioner I will be resigning from my position on the Town of Erwin Planning Board as of September 1, 2022. Thank you for the opportunity and I wish you all the best in the future.

Respectfully,

A handwritten signature in black ink, appearing to read "W.H. Bill Morris", with a long horizontal flourish extending to the right.

W.H. Bill Morris

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners
From: Snow Bowden, Town Manager
Date: September 1, 2022
Subject: Proposed Text Amendment to our Code of Ordinances: Rural District (RD)

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

The Planning Board did recommend this text amendment be approved. At the workshop meeting, we discussed adding more language defining “offices for business and professional purposes”. In order to include the definition to the ordinance, we need to have a separate public hearing to it can be advertised properly. We have prepared the definition and will properly advertise it and have that public hearing next month. We did add some language to define “offices for business and professional purposes” in the proposed text amendment that was properly advertised.

Attachments:

- Text amendment application
- Proposed text amendment

- 2T-2022-005 Change to text amendment



Town of Erwin
Zoning Text Amendment Application

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

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

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

Permitted Principal uses

7. Offices for business and professional purposes

Michael Keen
Donna Sawyer
Applicant's Name (Print)

Michael Keen
Donna Sawyer
Applicant's Signature (Sign)

8/21/2022
Date

Administrative Official's Comments and Additional Requirements:

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

permitted principal use on structure
Sec 36-78

7. Offices for business and professional purposes

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

Donna Sawyer
Applicant's Name (Print)

Donna Sawyer
Applicant's Signature (Sign)

8/21/2022
Date

300 Michael Keen

Michael Keen

8/21/2022

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

Fee Paid: 300	Date Paid: 8/21/22	Staff Initials: msj
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TOWN OF ERWIN

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

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

ORDINANCE OF THE TOWN OF ERWIN, NORTH CAROLINA AMENDING SEC. 36-78 - PERMITTED PRINCIPAL USES AND STRUCTURES ORD 2022-2023: 002

WHEREAS, the current language of Sec. 36-78. - Permitted principal uses and structures reads:

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

The following are permitted principal uses and structures:

- (1) Single-family dwellings.
- (2) Farms and agricultural uses for crop and livestock production. Note: A farm shall not be construed to include commercial poultry and swine production, cattle feed lots, and fur-bearing animals.
- (3) Family care home.
- (4) Religious uses, including churches and other places of worship, religious education buildings and parish houses.
- (5) Municipal facilities.
- (6) Manufactured Class A homes on individual lots.

WHEREAS, the Town of Erwin wishes to amend the current language of the same in order to better reflect the desired development within the Town's Planning Jurisdiction; and

WHEREAS, the Town of Erwin wishes to amend the current language of the same to read:

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

The following are permitted principal uses and structures:

- (1) Single-family dwellings.
- (2) Farms and agricultural uses for crop and livestock production. Note: A farm shall not be construed to include commercial poultry and swine production, cattle feed lots, and fur-bearing animals.
- (3) Family care home.
- (4) Religious uses, including churches and other places of worship, religious education buildings and parish houses.
- (5) Municipal facilities.
- (6) Manufactured Class A homes on individual lots.

(7) Offices for business and professional purposes. Professional occupations within a building or buildings which do not involve the on-site sale or display of goods to

customers. Professional services are occupations in the service sector requiring special training in the arts or sciences that require the practitioner to hold professional degrees and or licenses and possess specific skills.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Erwin, North Carolina that the current language as herein found with respect to 36-78 of the Town Code includes such language as herein indicated by red bold print.

Adopted this 1st day of September 2022.

ATTEST:

Randy Baker
Mayor

Lauren Evans
Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 1, 2022

Subject: Bryant Road Subdivision Preliminary Plat

The Town of Erwin has received the preliminary subdivision plat for a subdivision that would be located off of St. Matthews Road and Bryant Road. The preliminary plat includes 219 single family units. The preliminary plat includes 143 detached single family dwellings and 76 townhome units. Town home units are consider single family dwellings as well.

Attachments:

- Subdivision Preliminary Plat

CONTACT INFORMATION

DEVELOPER
 OLD EAST PROPERTIES, LLC
 410 N. BOYLAN AVENUE
 RALEIGH, NC
 CONTACT: MARK ESENBES
 PHONE: 919.825.1135

OWNER
 KOLOSKY, MARK
 999 CARLTON ST., CLAYTON, NC 27520
 PARCEL: 1507-35-0329

OWNER
 TART, CARPER JR & KARA
 200 MURDOCK C ROAD, CAMERON, NC 28326
 PARCEL: 1507-34-7604
 PARCEL: 1507-45-1001

REFERENCES

SURVEY
 GALLOWAY GEOSPATIAL INFORMATICS AND SURVEYING
 7405 WALNUT GROVE LANE
 ZEBULAN, NC
 CONTACT: CALE GALLOWAY, PLS, QISP, CFM
 PHONE: 252.565.2657

GEOTECHNICAL ENGINEER
 THREE OAKS ENGINEERING
 524 BLACKWELL STREET
 DURHAM, NC
 CONTACT: EVAN MORGAN
 PHONE: 919.732.1300

ENVIRONMENTAL ENGINEER
 SAGE ECOLOGICAL SERVICES, INC.
 3707 SWIFT DRIVE
 RALEIGH, NC
 CONTACT: SEAN CLARK, PWS
 PHONE: 919.559.1537

REVIEW AGENCIES / UTILITY CONTACTS

PLANNING DEPARTMENT
 TOWN OF ERWIN
 100 West F Street
 PO BOX 459, Erwin, NC 28339
 CONTACT: SNOW BOWDEN (TOWN MANAGER)
 PHONE: 910.897.5140

ERWIN ENGINEERING REVIEW
 DM2 ENGINEERING, PLLC
 7824 TRAP WAY
 WILMINGTON, NC
 CONTACT: WILLIAM W. (BILL) DREITZLER, PE
 PHONE: 919.818.2235

REGIONAL WATER & WASTEWATER UTILITY
 HARNETT COUNTY DEPARTMENT OF PUBLIC UTILITIES
 700 MCKINNEY PARKWAY
 ULLINGSTON, NC
 PHONE: 910.893.7575

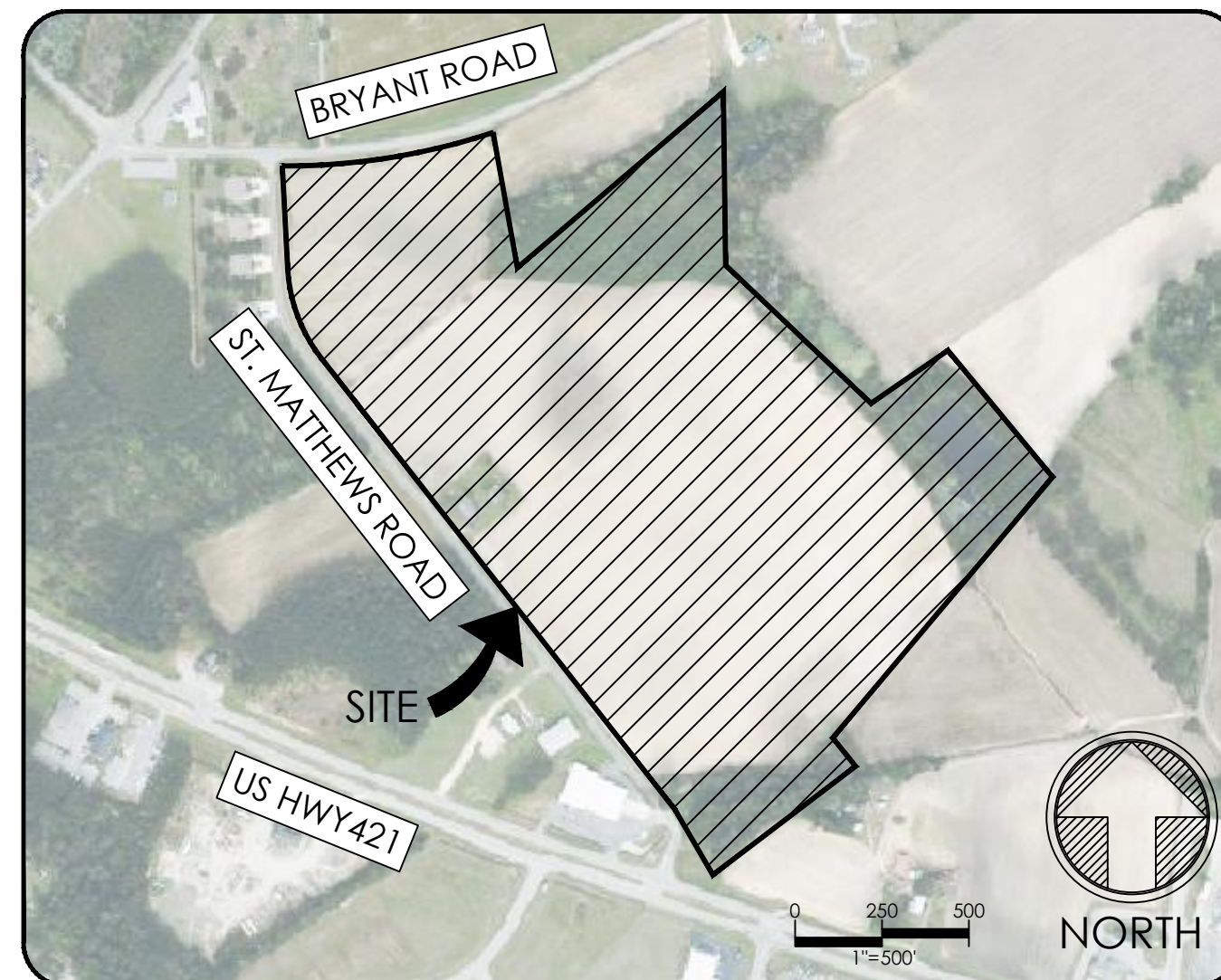
STORMWATER
 NCDOT
 3800 BARRETT DRIVE
 RALEIGH, NC 27609
 PHONE: 919.771.4200

BRYANT ROAD SUBDIVISION PRELIMINARY PLAT

UNDERFOOT PROJECT - C21023.00

TOWN OF ERWIN ZT-2022-01

LOCATION:
 504 ST. MATTHEW ROAD
 HARNETT COUNTY
 ERWIN, NC



PROJECT NARRATIVE

- THIS IS A PRELIMINARY PLAT SUBMITTAL FOR A 219 LOT PROJECT ON ST. MATTHEWS ROAD AND BRYANT ROAD AND IS ZONED IN THE TOWN OF ERWIN AS CONDITIONAL USE (ERWIN R6-CU, ZT-2022-01).

ZONING CONDITIONS

- A 10-FOOT BUFFER WILL BE PROVIDED AROUND THE PROPERTY, OUTSIDE OF PRIVATE LOTS.
- TOWNHOMES SHALL BE ADDED AS AN ALLOWABLE RESIDENTIAL USE AND TOWNHOMES LOT WIDTHS SHALL CONFORM TO BUILDER PRODUCT WIDTHS AND NOT LIMITED BY ZONING MINIMUM LOT WIDTH.
- MINIMUM REQUIRED PARKING SHALL BE TWO PARKING SPACES PER DWELLING UNIT. DWELLING UNITS CAN ACHIEVE MINIMUM REQUIRED PARKING IN DRIVEWAYS, GARAGES, ON-STREET PARKING, OR OFF-STREET PARKING LOTS, OR A COMBINATION OF ANY OF THE ABOVE.
- ANNEXATION: THE DEVELOPMENT SHALL BE ANNEXED INTO TOWN LIMITS PRIOR TO ANY APPROVAL FOR FINAL PLATS.
- SIGNAGE: MONUMENT SIGNS SHALL BE MADE OF BRICK, STONE, OR MASONRY MATERIAL.
- SETBACKS (RESIDENTIAL BUILDINGS): SETBACKS SHALL BE MEASURED FROM THE LOT LINE TO THE BUILDING WALL, BUILDING EAVES, AT-GRADE PATIOS, AND AT-GRADE STOOPS SHALL BE ALLOWED IN THE SETBACK AREA. THE MINIMUM SETBACKS FROM THE LOT LINES TO THE BUILDINGS FOR EACH RESIDENTIAL USE TYPE SHALL BE AS FOLLOWS:

LAND USE TYPE	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM SIDE SETBACK (ADJACENT TO STREET)	MINIMUM REAR SETBACK
SINGLE FAMILY DETACHED	20'	8'	10'	20'
SINGLE FAMILY ATTACHED	20'	MIN. SEPARATION DICTATED BY FIRE CODE	10'	MIN. SEPARATION DICTATED BY FIRE CODE

- STREET SIGNAGE: STREET SIGNAGE, IF PROPOSED TO BE DECORATIVE AND DIFFERENT FROM TOWN OF ERWIN SIGNS, MUST BE IN ACCORDANCE WITH THE LATEST VERSION OF THE TOWN OF ERWIN STREET AND NCDOT SPECIFICATIONS.
- STREETLIGHTS: THE DEVELOPER SHALL COORDINATE WITH THE ELECTRICAL UTILITY PROVIDER ON THE LIGHTING PLAN LAYOUT AND AVAILABLE STREETLIGHT FIXTURES.
- ENTRANCES: ALL SUBDIVISION ENTRANCES SHALL BE REVIEWED AND APPROVED BY THE TOWN OF ERWIN AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DURING THE APPROPRIATE SITE PLAN APPROVAL PROCESS.
- DRIVEWAYS: ALL INDIVIDUAL DRIVEWAYS SHALL BE CONCRETE AND ABLE TO ACCOMMODATE AT LEAST ONE VEHICLE OUTSIDE OF THE PUBLIC RIGHT-OF-WAY (INCLUSIVE OF THE GARAGE).
- OPEN SPACE: ALL LANDS WITHIN AREAS REQUIRED TO BE MAINTAINED AS OPEN SPACE BY THE HOMEOWNERS ASSOCIATION, OR IF APPLICABLE A HOMEOWNER'S ASSOCIATION MANAGEMENT FIRM, SHALL BE PROTECTED BY A PERMANENT CONSERVATION EASEMENT AND RESTRICTIVE COVENANT, PROHIBITING FURTHER DEVELOPMENT, AND RECORDED UPON FINAL PLAT APPROVAL AS "OPEN SPACE."
- BUILDING MATERIALS: EXTERIOR BUILDING MATERIALS WILL BE BRICK OR STONE VENEER, VINYL, OR FIBER CEMENT SIDING.
- STORMWATER: STORMWATER QUALITY AND QUANTITY CONTROLS WILL BE INSTALLED ACCORDING TO MUNICIPAL AND NCDOT REQUIREMENTS.
- NUISANCE: CONSTRUCTION ACTIVITIES SHALL BE SUBJECT TO TOWN OF ERWIN GRADING AND BUILDING PERMIT RULES, AND AN APPROVED EROSION CONTROL PLAN WILL BE FOLLOWED TO LIMIT DUST, NOISE, AND SEDIMENT POLLUTION AS REQUIRED. BUILDINGS AND SITE INSPECTORS WILL HAVE ACCESS TO THE SITE TO ENFORCE ALL APPLICABLE CONSTRUCTION ORDINANCES. CONSTRUCTION SHALL BE SUBJECT TO ALL TOWN NOISE ORDINANCES, PUBLIC AND PRIVATE UTILITY REGULATIONS, AND LOCAL, COUNTY, AND STATE LAWS.
- ELEVATIONS: NO TWO ADJACENT LOTS OR LOTS DIRECTLY ACROSS THE STREET FROM ONE ANOTHER, EXCLUDING LOTS SEPARATED BY A STREET, OPEN SPACE, OR EASEMENT 50' WIDE OR GREATER, SHALL UTILIZE THE SAME ELEVATION OF THE SAME PRODUCT FOOTPRINT.
- OPEN SPACE: ALL LANDS WITHIN AREAS REQUIRED TO BE MAINTAINED AS OPEN SPACE BY THE HOMEOWNERS ASSOCIATION SHALL BE PROTECTED BY A PERMANENT RESTRICTIVE COVENANT, PROHIBITING FURTHER DEVELOPMENT, AND RECORDED UPON FINAL PLAT APPROVAL AS "OPEN SPACE."
- FIRE CODE: DEVELOPMENT MUST COMPLY WITH THE LATEST EDITION OF THE NC FIRE PREVENTION CODE OR CURRENT EDITION ADOPTED FOR USE BY THE TOWN OF ERWIN AND HARNETT COUNTY. THIS INCLUDES, BUT IS NOT LIMITED TO, REQUIREMENTS RELATED TO ACCESS ROADWAYS, HYDRANT LOCATIONS, AND BUILDING MATERIALS.
- HOMEOWNERS ASSOCIATION: ALL OWNERS OF DEVELOPABLE LOTS SHALL IMMEDIATELY BECOME MEMBERS OF A HOMEOWNERS ASSOCIATION. A DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BYLAWS FOR THE HOMEOWNERS ASSOCIATION SHALL BE REVIEWED, APPROVED, AND RECORDED WITH THE FINAL PLAT. THE HOMEOWNERS ASSOCIATIONS SHALL BE PROFESSIONALLY MANAGED AND SHALL BE IN PLACE TO ENFORCE AND ABATE ALL COMMUNITY ASSOCIATION COVENANTS, CONDITIONS, AND RESTRICTIONS, AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF ALL OPEN SPACE AND IMPROVEMENTS BUILT THROUGHOUT THE DEVELOPMENT, INCLUDING THE MAINTENANCE AND UPKEEP OF ALL DRAINAGE EASEMENTS AND DETENTION/RETENTION/WATER QUALITY DEVICES.

SITE DATA

PARCEL IDENTIFICATION NUMBER	0757-01-06-9581
EXISTING PARCEL ACREAGE (AC.)	54.82
EXISTING USE	VACANT
PROPOSED USE	RESIDENTIAL - SINGLE FAMILY DETACHED & ATTACHED HOMES
ZONING	ERWIN R6-CU (ZT-2022-001)
DEVELOPMENT TIER	SUBURBAN
WATERSHED	UPPER BLACK RIVER WATERSHED
RIVER BASIN	CAPE FEAR
FIRM PANEL	37201506600, EFFECTIVE 10/03/2006
SUBDIVISION INFORMATION:	
SINGLE FAMILY UNITS	REQUIRED PROPOSED
50' X 120'	- 143 DU
26' X 100'	- 32 DU
22' X 100'	- 44 DU
TOWNHOUSE TOTAL	- 74 DU
TOTAL DWELLING UNITS	- 219 DU
DENSITY	N/A 3.99 DU/AC.
MINIMUM LOT SIZE ¹	6000 SF. 6000 SF.
MINIMUM LOT WIDTH (DETACHED)	50 FT 50 FT MIN
MINIMUM LOT WIDTH (ATTACHED)	N/A 22 FT
SETBACK REQUIREMENTS	
SINGLE FAMILY DETACHED BUILDING SETBACK	
FRONT	20 FT 20 FT
SIDE	8 FT 8 FT
CORNER	10 FT 10 FT
REAR	20 FT 20 FT
SINGLE FAMILY ATTACHED BUILDING SETBACK	
FRONT	20 FT 20 FT
SIDE ²	SEE NOTE ² SEE NOTE ²
CORNER	10 FT 10 FT
REAR ²	SEE NOTE ² SEE NOTE ²
PARKING REQUIREMENTS	
VEHICLE ³	438 438 MIN.
MAX BUILDING HEIGHT (FT)	35 35 MAX
TOTAL STREET LENGTH	7146 LF 7146 LF
TOTAL OPEN SPACE	900,464 SF. 20.67 AC.

NOTE:
¹ FOR SINGLE FAMILY DETACHED LOTS ONLY.
² PER ZONING CONDITION #6, MINIMUM SEPARATED WILL BE DICTATED BY NC FIRE PREVENTION CODE OR CURRENT EDITION ADOPTED FOR USE BY THE TOWN OF ERWIN AND HARNETT COUNTY.
³ PER ZONING CONDITION #3, MINIMUM PARKING REQUIREMENTS SHALL BE TWO (2) PARKING SPACES PER DWELLING UNIT.

SHEET INDEX

#	COVER SHEET	SHEET NAME
C-000	COVER SHEET	
C-100	EXISTING CONDITIONS & DEMOLITION PLAN	
C-200	SUBDIVISION PLAN	
C-300	PRELIMINARY GRADING & DRAINAGE PLAN	
C-400	PRELIMINARY UTILITY PLAN	

ISSUED FOR APPROVAL

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

THIS DOCUMENT IS NOT ISSUED BY UNDERFOOT ENGINEERING WITHOUT TWO SIGNATURES ABOVE

PROJECT #: C21023

REVISION DATE: 2022.07.08

PLAN REVISIONS

#	DATE	REVISION	BY



KNOW WHAT'S BELOW
 ALWAYS CALL 811
BEFORE YOU DIG

It's fast. It's free. It's the law.

PROJECT:

BRYANT ROAD PRELIMINARY PLAT

504 ST MATTHEWS ROAD
 ERWIN, NC 28339

PROJECT #: C21023
 DRAWN BY: JT
 REVIEWED BY: MAR
 1ST SUBMITTAL: 2022.07.08
 SCALE: AS NOTED

FOR REVIEW
 AND APPROVAL

PREPARED FOR:

OLD EAST PROPERTIES

PREPARED BY:



**underfoot
 ENGINEERING**

1149 EXECUTIVE CIRCLE
 CARY, NC 27511
 P:919.576.9733
 NCBELS # C-3847

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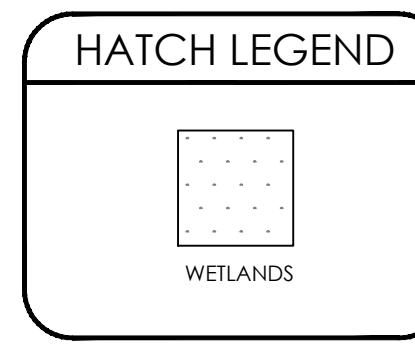
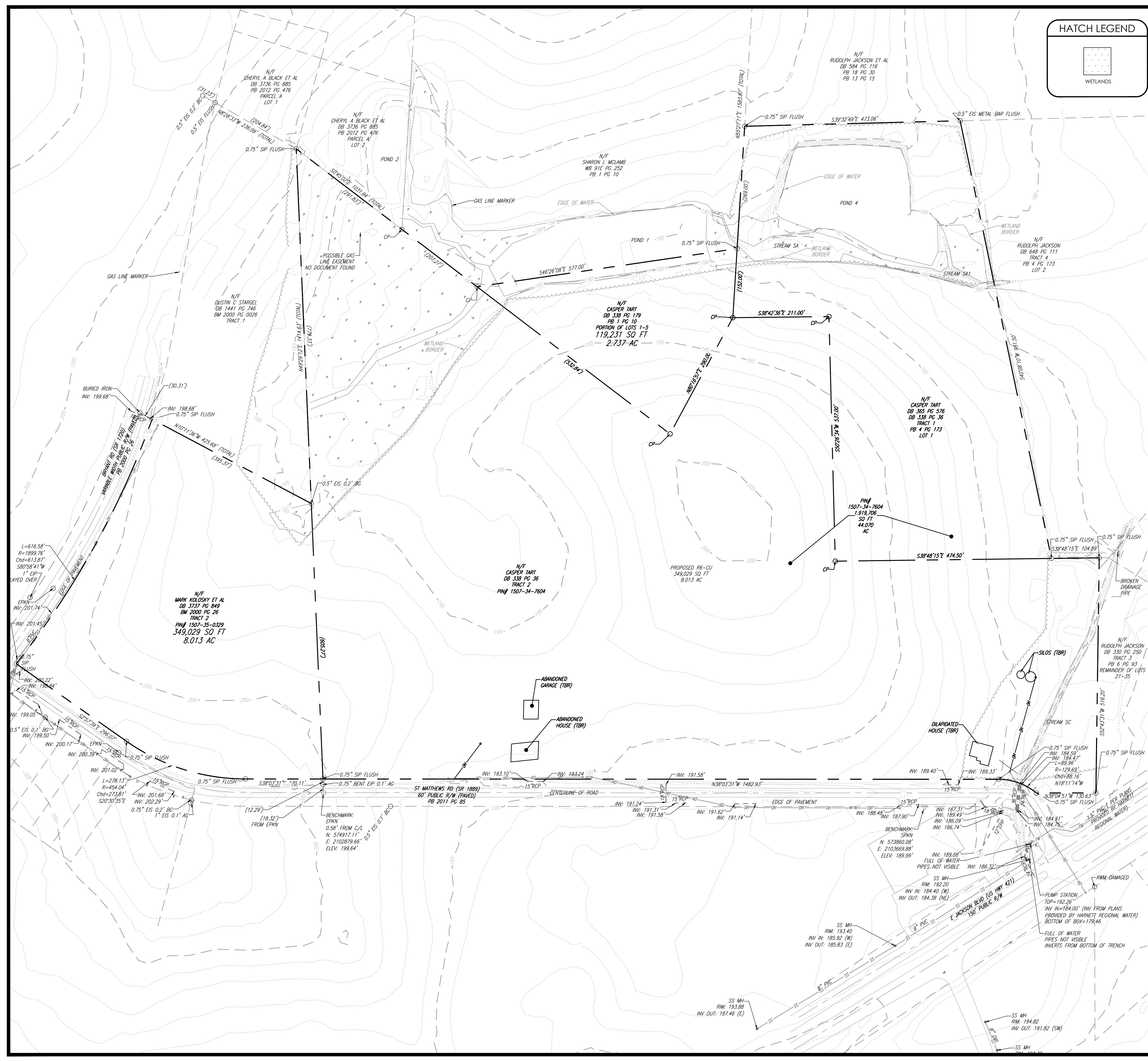


SHEET:

COVER SHEET

C-000

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GENERAL NOTES

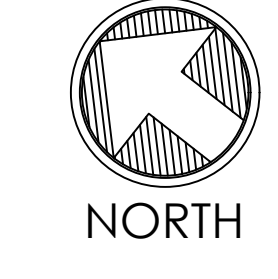
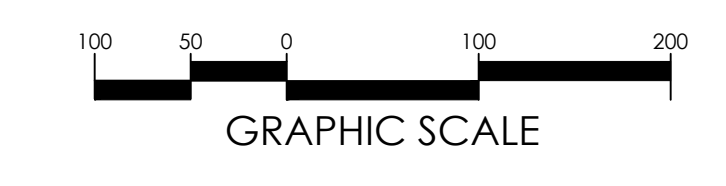
- ALL CONSTRUCTION, MATERIALS, AND METHODS SHALL BE IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS, DETAILS, AND CONDITIONS OF APPROVAL, AND SHALL CONFORM TO ALL APPLICABLE RULES, REGULATIONS, LAWS, ORDINANCES, CODES, AND STANDARDS OF ALL GOVERNMENTAL ENTITIES WITH JURISDICTION OVER THIS PROJECT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEY HAVE THE LATEST EDITION OF THE FOLLOWING DOCUMENTS WHICH ARE INCORPORATED BY REFERENCE:
 - EXISTING SURVEY AND TOPOGRAPHIC INFORMATION IS BASED ON FIELD SURVEY PROVIDED BY GALLOWAY GEOSPATIAL INFORMATICS AND SURVEYING.
 - GEOTECHNICAL INVESTIGATION REPORT BY THREE OAKS ENGINEERING.
 - ENVIRONMENTAL SITE ASSESSMENT BY SAGE ECOLOGICAL SERVICES, INC.
- THERE ARE NO FEMA FLOODPLAINS CONTAINED ON THIS SITE PER FIRM PANEL 3720150600J EFFECTIVE DATE OCTOBER 9, 2003.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATIONS, APPROVALS, AND OTHER REQUIREMENTS WHICH MUST BE MET HAVE BEEN OBTAINED, INCLUDING ALL NECESSARY AND/OR REQUIRED PERMITS AND APPROVALS FOR OFF SITE MATERIAL SOURCES AND DISPOSAL FACILITIES. COPIES SHALL REMAIN ON SITE AT ALL TIMES.
- CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN PERFORMING WORK ADJACENT TO PAVEMENT AND STRUCTURES WHICH ARE TO REMAIN, AND SHALL TAKE ALL APPROPRIATE MEASURES TO ENSURE STABILITY OF PAVEMENT, BUILDINGS, AND INFRASTRUCTURE TO REMAIN. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF ANY WORK. ALL SUB-SURFACE UTILITIES IDENTIFIED ON THE CONSTRUCTION DOCUMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATION BASED ON SURVEY INFORMATION GATHERED FROM FIELD INSPECTION AND/OR ANY OTHER APPLICABLE RECORD DRAWINGS WHICH MAY BE AVAILABLE. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ACTUAL IN PLACE SUB-SURFACE UTILITY INFORMATION INCLUDING HORIZONTAL AND VERTICAL LOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING, COORDINATING, AND PAYMENT FOR ALL NECESSARY LOCATING SERVICES INCLUDING INDEPENDENT LOCATING SERVICES AND HAVE ALL EXISTING UTILITIES LOCATED AT LEAST 48 HOURS PRIOR TO BEGINNING DEMOLITION, EXCAVATION, OR ANY OTHER FORM OF CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES OR CONFLICTS.
- IF DEPARTURES FROM PROJECT DRAWINGS OR SPECIFICATIONS ARE DEEMED NECESSARY BY THE CONTRACTOR, DETAILS OF SUCH DEPARTURES AND REASONS THEREFOR SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR REVIEW PRIOR TO CONSTRUCTION. NO DEPARTURES FROM THE CONTRACT DOCUMENTS SHALL BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE OWNER'S REPRESENTATIVE.
- THE CONTRACTOR IS RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING UTILITY INFRASTRUCTURE REQUIRED TO COMPLETE ANY PORTION OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE COORDINATION AND COSTS OF ASSOCIATED WORK.
- THE ENGINEER AND/OR OWNER DISCLAIM ANY ROLE IN THE CONSTRUCTION MEANS AND/OR METHODS ASSOCIATED WITH THE PROJECT AS SET FORTH IN THESE PLANS, AND ARE NOT RESPONSIBLE FOR JOB SITE SAFETY OR IDENTIFICATION OR REPORTING OF ANY JOB SITE SAFETY ISSUES AT ANY TIME.
- THE ENGINEER WILL REVIEW CONTRACTOR SUBMITTALS, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR GENERAL CONFORMANCE WITH DESIGN INTENT. REVIEWS DO NOT INDICATE THE ENGINEER HAS REVIEWED THE ENTIRE ASSEMBLY OF THE ITEM AS A COMPONENT, AND MEANS AND METHODS AND COORDINATION WITH OTHER TRADES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- AS CONTAINED IN DRAWINGS AND ASSOCIATED APPLICATION DOCUMENTS PREPARED BY THE ENGINEER, THE USE OF THE WORDS CERTIFY OR CERTIFICATION EXPRESS PROFESSIONAL OPINION IN ACCORDANCE WITH COMMONLY ACCEPTED STANDARDS OF PRACTICE AND DO NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

DEMOLITION NOTES

- REFER TO GENERAL NOTES ON THIS SHEET.
- ANY MATERIALS REMOVED AS PART OF DEMOLITION FOR THIS PROJECT SHALL BE REMOVED COMPLETELY. BACKFILL SHALL BE PERFORMED WITH CLEAN FILL MATERIAL AND COMPACTED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING TREES AND OTHER VEGETATION, ONLY AS NECESSARY FOR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
- PAVEMENT MUST BE SAW CUT IN STRAIGHT LINES, AND EXCEPT FOR BUTT JOINTS, MUST EXTEND TO THE FULL DEPTH OF THE EXISTING PAVEMENT, WITH ANY CONCRETE OR ASPHALT SHOWN TO BE REMOVED. THE CONTRACTOR SHALL REMOVE THE PAVEMENT TO THE NEAREST JOINT OR SAW CUT TO PROVIDE CLEAN EDGE.
- ALL UTILITIES TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY PROVIDER PRIOR TO CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL NECESSARY MEASURES ARE TAKEN, WHETHER TEMPORARY OR PERMANENT, TO ALLOW FOR PROPER FUNCTIONING OF EXISTING UTILITIES AND CONTRACTOR MUST FAMILIARIZE ITSELF WITH APPLICABLE UTILITY PROVIDER REQUIREMENTS. EXISTING IMPROVEMENTS DAMAGED OR DESTROYED BY THE CONTRACTOR'S CONSTRUCTION SHALL BE RESTORED OR REPLACED TO ORIGINAL CONDITION AND TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AT THE CONTRACTOR'S EXPENSE.
- ANY EXISTING WELL HEADS SHALL BE REMOVED TO A MINIMUM OF FIVE (5) FEET BELOW PROPOSED FINAL GRADE AND ABANDONED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS. CONTRACTOR SHALL VERIFY THE LOCATION OF ANY WELL HEADS AND THEY SHALL BE REMOVED TO A DEPTH SUITABLE FOR THE INSTALLATION OF INFRASTRUCTURE AND UTILITIES IN GRADE ABOVE, INCLUDING BUT NOT LIMITED TO STORM DRAINAGE, SANITARY SEWER, WATER, AND ASSOCIATED SERVICES. ALL SERVICE LINES FROM WELLS SHALL BE COMPLETELY REMOVED. ANY WORK PERFORMED ON WELLS MUST BE DONE BY A LICENSED UTILITY CONTRACTOR.
- THOUGH NO SEPTIC TANKS OR FIELDS WERE IDENTIFIED IN THE FIELD SURVEY, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING THE LOCATION & EXTENTS OF ANY SEPTIC SYSTEM AND REMOVING COMPLETELY. ANY REMOVAL MUST BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.

DEMOLITION LEGEND

TYPICAL EXISTING NOTE	TYPICAL DEMOLITION / REMOVAL NOTE
---	EASEMENT LINE
=====	CONCRETE CURB & GUTTER
○	UTILITY POLE
□	TYPICAL LIGHT
□	TYPICAL SIGN
---	SANITARY SEWER LATERAL
---	UNDERGROUND WATER LINE
---	UNDERGROUND ELECTRIC LINE
---	UNDERGROUND GAS LINE
---	OVERHEAD WIRE
---	UNDERGROUND TELEPHONE LINE
---	UNDERGROUND CABLE LINE
---	STORM SEWER
---	SANITARY SEWER MAIN
○	HYDRANT
○	SANITARY MANHOLE
○	STORM JUNCTION BOX
○	WATER METER
○	WATER VALVE
(TBR)	TO BE REMOVED / RELOCATED



PLAN REVISIONS

#	DATE	REVISION	BY

BRYANT ROAD PRELIMINARY PLAT

504 ST MATTHEWS ROAD
ERWIN, NC 28339

PROJECT #: C21023
DRAWN BY: JT
REVIEWED BY: MAR
151 SUBMITAL: 2022.07.08
SCALE: 1" = 100'

FOR REVIEW AND APPROVAL

PREPARED FOR:
OLD EAST PROPERTIES

PREPARED BY:

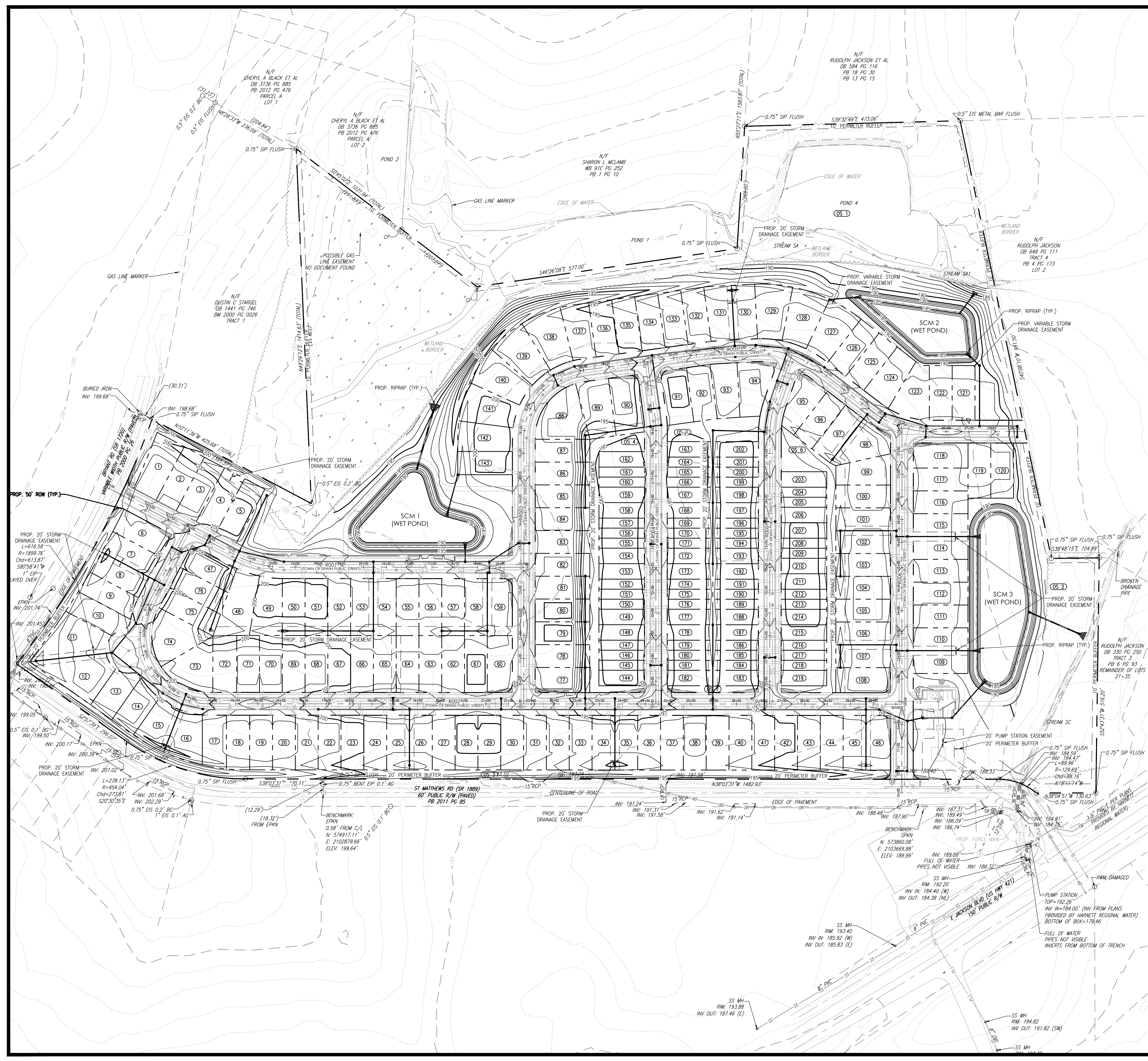
1149 EXECUTIVE CIRCLE
CARY, NC 27511
P: 919.576.9733
NCBELS # C-3847

SEALED:

EXISTING CONDITIONS & DEMOLITION PLAN

C-100

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- ### GRADING AND DRAINAGE NOTES
- REFER TO GENERAL NOTES ON SHEET C-100.
 - ALL SITE GRADING MUST BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT. THE CONTRACTOR IS RESPONSIBLE FOR MOVING AND REPLACING UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT.
 - ALL FILL COMPACTION, AND BACKFILL MATERIALS REQUIRED SHALL BE PER THE RECOMMENDATIONS PROVIDED IN A GEOTECHNICAL REPORT. WHEN THE PROJECT DOES NOT HAVE A GEOTECHNICAL REPORT, FILL AND COMPACTION MUST, AT A MINIMUM, COMPLY WITH STATE DOT REQUIREMENTS AND SPECIFICATIONS. THE ENGINEER SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR OR AS RELATED TO FILL, COMPACTION, AND BACKFILL.
 - THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHIC INFORMATION AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCING ANY CONSTRUCTION. CONTRACTOR MUST CONFIRM AND ENSURE 0.75% MINIMUM SLOPE AGAINST ALL ISLAND, GUTTERS, AND CURBS: 1.0% ON ALL CONCRETE SURFACES; AND 1.5% MINIMUM ON ASPHALT (EXCEPT WHERE ADA REQUIREMENTS LIMIT GRADES). TO PREVENT PONDING.
 - ALL PROPOSED CONTOURS IN ROADWAYS, DRIVES, AND SIDEWALKS AND SPOT ELEVATIONS REFLECT FINISHED GRADES.
 - UNLESS OTHERWISE NOTED, ALL STORM DRAINAGE PIPE SHALL BE REINFORCED CONCRETE PIPE (RCP) CLASS II WITH SLIGHT JOINTS. WHEN HIGH DENSITY POLYETHYLENE PIPE (HDPE) IS NOTED, IT MUST CONFORM TO AASHTO M294 TYPE S (SMOOTH INTERIOR) WITH GASKETS FOR WATERTIGHT JOINTS INSTALLED TO ASTM D3212 AND F477 SPECIFICATIONS. PVC PIPE, WHEN USED FOR ROOF DRAIN CONNECTIONS, MUST BE SDR 26 OR SCHEDULE 40 UNLESS OTHERWISE NOTED WITH WATERTIGHT, WELDED JOINTS AND TIED TO THE STORMWATER SYSTEM WITH WATERTIGHT JOINTS. PIPE LENGTHS ARE NOMINAL AND MEASURED CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
 - FINAL GRADING AND EROSION CONTROL PLANS SHALL BE DEVELOPED AT TIME OF CONSTRUCTION DRAWINGS.

GRADING LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
---	CONTOUR LINE	---
---	SPOT ELEVATIONS	TC 349.00 BC 349.50 BC 349.00
SANITARY LABEL	SANITARY LABEL	MH XXX
STORM LABEL	STORM LABEL	STM XXX
---	STORM SEWER	---
●	STORM JUNCTION BOX	●
▽	TYPICAL END SECTION	▽
▽	HEADWALL OR ENDWALL	▽
■	CATCH BASIN	■
⊕	MONITORING WELL	N/A
⊕	BORING	N/A
⊕	BENCHMARK	N/A
N/A	TEST PIT	⊕

PLAN REVISIONS

#	DATE	REVISION	BY



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ERWIN, NC 28339

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FOR REVIEW AND APPROVAL

PREPARED FOR:
OLD EAST PROPERTIES

PREPARED BY:



SHEET: **PRELIMINARY GRADING & DRAINAGE PLAN**

C-300

