

**THE ERWIN BOARD OF COMMISSIONERS
OCTOBER 2024 REGULAR WORKSHOP
MONDAY, OCTOBER 28, 2024 @ 6:00 P.M.
ERWIN MUNICIPAL BUILDING BOARDROOM**

AGENDA

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

- 2. AGENDA ADJUSTMENTS /APPROVAL OF AGENDA**

- 3. NEW BUSINESS**
 - ~~A. Stormwater Management Plan RFQ Recommendations~~
 - B. Al Woodall Park- SCIF Grant 10853 (**Page 2**)
 - C. Bike/Pedestrian Planning Grant (**Page 21**)
 - D. SRO MOU Update (**Page 30**)
 - E. MAPS Group MOU (**Page 37**)
 - F. NCGS 143-805 Policy Update- S.L. 2024-26 (**Page 46**)
 - G. Christmas in Erwin (**Page 68**)
 - H. Town Events (**Page 69**)
 - I. November and December Workshop (**Page 70**)
 - J. Village at Old Stage Subdivision Preliminary (**Page 71**)
 - K. ZT-2024-005 (**Page 87**)
 - L. HWY 421 Overlay (**Page 126**)
 - M. Encroachment Text Amendment (**Page 129**)
 - N. Erwin Appointed Board Updates (**Page 137**)

- 4. GOVERNING COMMENTS**

- 5. ADJOURNMENT**

ERWIN BOARD OF COMMISSIONERS
REGULAR WORKSHOP MINUTES
OCTOBER 28, 2024
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, October 28, 2024, at 6:00 P.M. in Erwin, North Carolina.

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

Board Member absent was: Commissioner David Nelson.

Town Manager Snow Bowden, Town Clerk Lauren Evans, Town Attorney Tim Morris, and Town Planner Dylan Eure were present.

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

Commissioner McKoy gave the invocation.

Commissioner Byrd led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

Town Manager Snow Bowden requested that Item A Stormwater Management Plan RFQ Recommendations be removed from the workshop agenda and placed on our agenda for our Regularly Scheduled Board Meeting in November due to Town Engineer Bill Dreitzler being absent.

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

NEW BUSINESS

Al Woodall Park- SCIF Grant 10853

Town Manager Snow Bowden informed the Board that the Town was currently managing a \$480,000 grant for park expansion. The playground equipment at Al Woodall Park was worn out and needed to be replaced. The agenda included two sets of playground equipment for the Board to choose from. Town Staff favored the safer option 1 at \$61,984.11.

The consensus of the Board was to place Option 1 under consent at the Regularly Scheduled Board Meeting in November.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 28, 2024

Subject: Al Woodall Park- SCIF Grant 10853

The Town of Erwin is currently managing a \$480,000 grant for park expansion. So far, we have spent \$107,135.12 on the parking lot expansion at Al Woodall Park. I think it would be a good idea to consider building a permanent stage next to the office building at Al Woodall Park. We have had concerts down there before and they have worked well. The stage will face towards the woods so there will be fewer complaints about the noise. There is room to set up food trucks, and we have seating for people to eat their food at the Lion's Club shelter. We also have plenty of parking spaces. There are electrical hook-ups on the outside of the recreation office as well. I feel like this would be a good move for us considering that we want to start a concert series and continue other events that require a stage. At the moment, we or the Erwin Area Chamber of Commerce are having to rent a stage for each event. The stage that we used to rent is no longer available and the newer options are much more expensive. I feel like we could build a nice stage for around \$50,000 or less. I need to do some more research, but I wanted to bring this idea up for discussion.

We need to replace the playground equipment at Al Woodall Park. We would need to remove the existing playground equipment and clear the site. But I have two options that are priced on a vetted site (sourcewell) that suffice for state contract prices.

Option 1- \$61,984.11

Option 2- \$58,0457.71

Town Staff prefer option 1. We could look at other options, but these two options are like what we have now. Since we are proposing using state grant funds, we need to make sure we are getting items that are at contract pricing. There are other options with other companies, but this should be the best way forward.

I included some other improvements at W.N. Porter Park with this grant such as sealing both parking lots, bringing in a company to make some improvements to the existing playground equipment that we have had to replace twice due to storm damage. We have some other improvements to consider on top of trying to purchase land near Field 4 at Al Woodall Park.



Henderson
Providing Playground Fun

Model No. B312138R0



Colors:

Posts: Brown
Accents: Green Pastel
Roto-Plastic: Green
HDPE - Plastic: Green / White

**ERWIN PLAYGROUND
OPTION 2**

Brought to you by your local representative.

Carolina
Recreation & Design



Henderson
Providing Playground Fun

Model No. B312138R0



Colors:

Posts: Brown
Accents: Green Pastel
Roto-Plastic: Green
HDPE - Plastic: Green / White

**ERWIN PLAYGROUND
OPTION 2**

Brought to you by your local representative

Carolina
Recreation & Design



Henderson
Providing Playground Fun

Model No. B312138R0



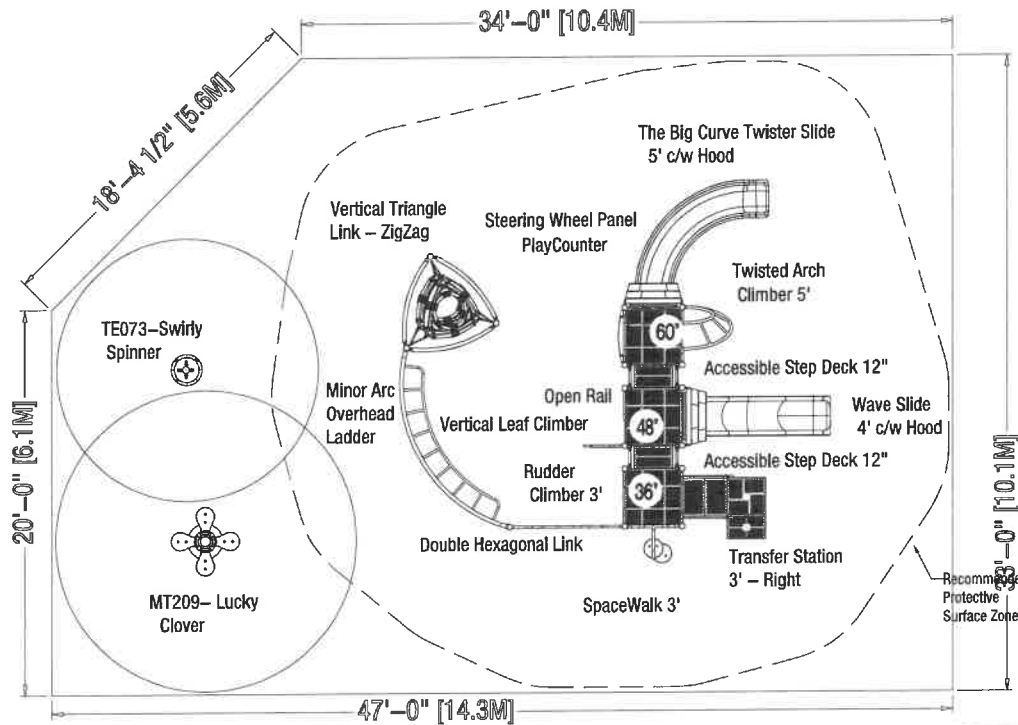
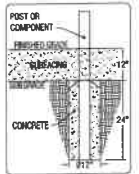
Colors:

Posts: Brown
Accents: Green Pastel
Roto-Plastic: Green
HDPE - Plastic: Green / White

**ERWIN PLAYGROUND
OPTION 2**

Brought to you by your local representative:

Carolina
Recreation & Design



ADA Accessibility Guideline				
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
7	7/4	0	6/2	6/2

Model No. B312138R0

Carolina Recreation & Design
Erwin Playground – Option 2

Henderson Recreation Equipment Ltd.
PO Box 68, 11 Gilbertson Drive
Stroocoe, ON, Canada, N3Y 4K8
T. 1.800.265.5462
F. 519.426.9380
www.hendersonplay.ca

Salesperson | M.W.
Drawn By | R.H.
Date Drawn | September 3, 2024
Revised By |
Revision Date |

Product Line | Playsteel FT
Standard Compliance | ASTM F 1487, CPSC
Best User Age | 5 to 12 yrs.
Protective Surfacing Type |
Accessibility | ADA
Number of Children | 51
Maximum Fall Height | 9'

Border Area | 1,467 sq/ft
Border Perimeter | 153'
Installation Type | Inground

WARNING: All play equipment shall have a protective surfacing zone that complies with an obstacle free soft, resilient surfacing, as specified for each type of equipment and/or design to meet the critical fall heights as specified by the CAN/CSA Z874, ASTM F1487 and the U.S. Consumer Product Safety Commission.

Carolina Recreation & Design LLC
 344 Rolling Hill Rd Ste 201
 Mooresville, NC 28117
 +1 7046647833
 info@carolina-recreation.com
 www.carolina-recreation.com

Estimate 2024-4206



ADDRESS ERWIN PARKS AND RECREATION ATT. DOUG STEVENS 810 S 16TH ST ERWIN, NC 28339	SHIP TO ERWIN PARKS AND RECREATION ERWIN PARKS AND RECREATION 810 S 16TH ST ERWIN, NC 28339	DATE 09/19/2024	TOTAL \$58,045.71	EXPIRATION DATE 10/18/2024
-------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------	---------------------------	-----------------------------	--------------------------------------

NOTES
 40% Dep - 30% Ship -30% Comp

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	HENDERSON	HENDERSON B312138R0	1	33,695.17	33,695.17T
	HENDERSON	Lucky Clover	1	1,420.40	1,420.40T
	HENDERSON	Swirly Spinner	1	1,988.30	1,988.30T
	2X2	Borders	38	29.90	1,136.20T
	2X2	ADA Half Ramp	1	370.50	370.50T
	Labor - Installation	Ramp Install	1	32.50	32.50
	Mulch	Mulch	56	20.241	1,133.50T
	Labor - Playground Installation	Installation includes the following: <ul style="list-style-type: none"> - Install HENDERSON B311232R0 - 2'SQ SHADE (SM121235) - (38) Borders - (56) Mulch Install - Ramp Install - Unloading equipment/materials from truck - Installation of playground equipment: - Equipment rentals - Clean up of jobsite - Clean up of equipment; including touch up of any scrapes or scuffs etc. 	1	13,111.66	13,111.66
	Freight	Henderson Freight	1	1,200.00	1,200.00T
	Freight	Borders Freight	1	480.00	480.00T
	Freight	Mulch Delivery	1	540.00	540.00T
SUBTOTAL					55,108.23
TAX					2,937.48
TOTAL					\$58,045.71

THANK YOU.

Accepted By

Accepted Date



STRUCTURE NO.: _____

PROJECT NAME: _____

APPROVED BY: _____

DATE: _____

Posts

- Green Pastel
- Blue Pastel
- Purple Pastel
- Yellow
- Light Blue
- Orange
- Tan
- Lime
- Black
- Cosmo
- Brown
- Red
- Teal
- Green
- Burgundy
- Silver
- Charcoal
- Blue
- Purple
- White

Components

- Green Pastel
- Blue Pastel
- Purple Pastel
- Yellow
- Light Blue
- Orange
- Tan
- Lime
- Black
- Cosmo
- Brown
- Red
- Teal
- Green
- Burgundy
- Silver
- Charcoal
- Blue
- Purple
- White

Molded Plastic

- Tan (Spiral)*
- Grey
- Lime
- Burgundy
- Gecko
- Cobalt
- Red (Spiral)*
- Cyan
- Green (Spiral)*
- Purple
- Blue (Spiral)*
- Orange
- Yellow (Spiral)*
- Teal
- Ice Blue

Bi-Color Plastic

- Brown/Tan
- Tan/Black
- Lime/Black
- Black
- Green/White
- Red/White
- Orange/White
- Blue/White
- Yellow/Black
- White/Black

Solid Plastic

- Black



Uprights are 3.5" O.D. x 13 gauge Allied Flo-Coat® galvanized steel.

Play structures feature polyethylene-coated 12 gauge decks for superior strength.

With Henderson's Bolt-N-Go system, components bolt directly to uprights, rather than clamping around them.

Uprights arrive predrilled with threaded inserts and ready to receive play components. No on-site measuring is required, reducing the possibility of installation error.

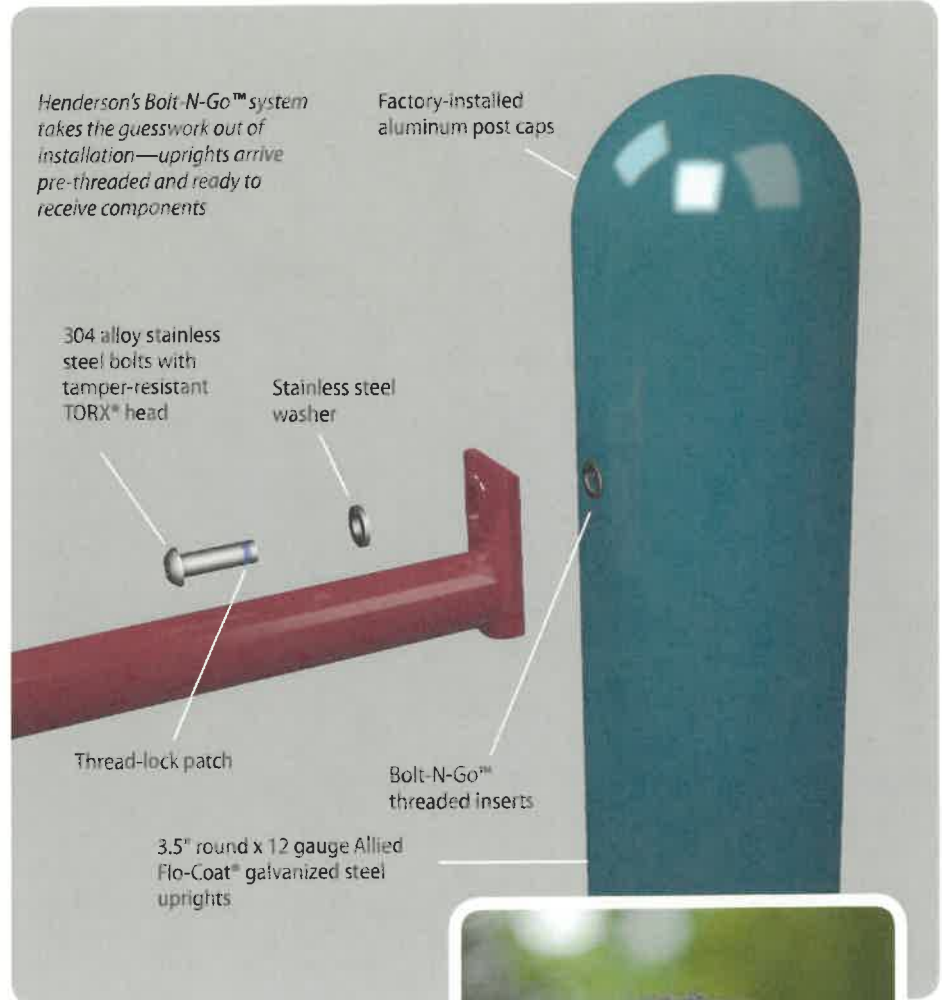
Uprights include factory-installed aluminum post caps for durability.

Hardware is 304 alloy stainless steel for rust and corrosion resistance.

The best choice for affordable accessibility, providing many of the same components as our premium product lines with smaller decks and ramps to keep costs down.

Professionally-designed for optimal play value and age appropriateness.

An impressive selection of play components and component compatibility, including New! Geodes and Orbis play systems.



Ideal for smaller spaces and limited budgets.

Maximum play value for the money, without sacrificing quality.

A quality-built playground at a value price.

Available with Henderson MightyShades™ sun protection.





WARRANTY

- Lifetime*** limited warranty on steel support posts against structural failure due to deterioration caused by defects in materials or manufacturing.
- Lifetime*** limited warranty on Bolt-N-Go direct-bolt fastening systems against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing.
- 20 Year*** limited warranty on aluminum post caps and Orbis aluminum clamps against structural failure caused by defects in material or workmanship.
- 15 Year*** limited warranty on steel rails, loops and rungs against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing.
- 10 Year*** limited warranty on polyethylene components, sheet plastic, and decks against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing.
- 5 Year*** limited warranty on all site amenities, including all benches, tables, litter receptacles and bike racks, against structural failure due to corrosion or deterioration caused by defects in materials and workmanship.
- 5 Year*** limited warranty on Berliner Rope Play steel-core ropes and rubber components against structural failure caused by defects in material or workmanship.

One Year* General Warranty

Henderson Recreation warrants that all products not listed above will be free from defects in materials or manufacturing for one year.

General Warranty Terms

All warranty periods start at the invoice date. If any breach of the warranty occurs within the applicable warranty period, upon proper notification in writing of the defect, Henderson Recreation will, at its option, either repair or replace the defective product or part. Henderson Recreation will provide a repaired or replacement product or part under the terms of this warranty free of charge, but will not be responsible for any freight costs associated with the warranty claim or any labour or other costs associated with dismantling the defective product or part or installing the replacement product or part. A replacement product or part provided pursuant to this warranty will be guaranteed only for the balance of the warranty period applicable to the original product or part.

Warranty Claims

To be valid, all warranty claims must be submitted in writing promptly following discovery of the defect and within the specified warranty period. All warranty claims must be accompanied by a copy of the original invoice (or Henderson Recreation invoice number) and photograph(s) clearly identifying the defect in question.

* Items Not Covered by the Warranty

The following are not covered by the warranty: (i) products that are not installed in conformity with the layout plan and/or installation instructions provided by Henderson Recreation; (ii)

products that have not been regularly inspected, maintained and serviced and in accordance with Henderson Recreation's instructions; (iii) products that have been subjected to misuse, abuse, negligence or accident; (iv) products that have been subjected to modification, alteration, repair or addition or substitution of parts by persons other than Henderson Recreation or Henderson Recreation's designees, in a manner which, in the sole judgment of Henderson Recreation, affects the operation or condition of the products; (v) products that have been moved after the initial installation; (vi) damage resulting from vandalism or abnormal use; (vii) damage resulting from Acts of God (such as lightning, tornadoes, etc.) or environmental factors (such as salt water, chemical sprays, etc.); (viii) damage due to normal wear and tear; and (ix) cosmetic issues, including but not limited to scratches, dents, staining, natural fading or fading of colour, discoloration and the weathering of wood (including but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling or any other physical property of the wood). For the purpose of this paragraph, "weathering" does not include fungal decay or rot of any type, while "fungal decay" and "rot" mean attack by wood-destroying fungi that disintegrate the wood cell walls, but exclude surface mold and mildew fungi associated with the weathering of wood.

Liability Exclusions

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF ANY HENDERSON RECREATION REPRESENTATIVE MAY ALTER OR AMEND OR

BE SUBSTITUTED FOR THIS WARRANTY.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL HENDERSON RECREATION BE LIABLE IN CONNECTION WITH ANY PRODUCT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE FOR SUCH PRODUCT.

Product Replacement

Henderson Recreation has a commitment to continuous product development and improvement and therefore reserves the right to make approved substitutions in design or specifications.

Loss or Damage In Transit

Henderson Recreation cannot be held responsible for the loss or damage of products by common carriers. Please check the bill of lading carefully to ensure your product is in good order prior to signing it. After the product departs our plants, we are no longer responsible for any loss, damage, or shortages.

Maintenance

The demand for safety requires regular inspection of playground structures for signs of wear and tear. All necessary repairs should be completed promptly by a qualified repair person. For more information on the regulations concerning playground equipment, installation, maintenance, and protective surfacing, please refer to your local and national safety standards.



Henderson
Providing Playground Fun

Model No. B311232R0



Colors:

Posts: Brown
Accents: Tan
Roto Plastic: Green
HDPE Plastic: Green / White
Shade: Forest Green

**ERWIN PLAYGROUND
OPT 1**

Brought to you by your local representative:

Carolina
Recreation & Design



Henderson
Providing Playground Fun

Model No. B311232R0



Colors:

Posts: Brown
Accents: Tan
Roto-Plastic: Green
HDPE Plastic: Green / White
Shade: Forest Green

**ERWIN PLAYGROUND
OPT 1**

Brought to you by your local representative:

Carolina
Recreation & Design



Henderson
Providing Playground Fun

Model No. B311232R0



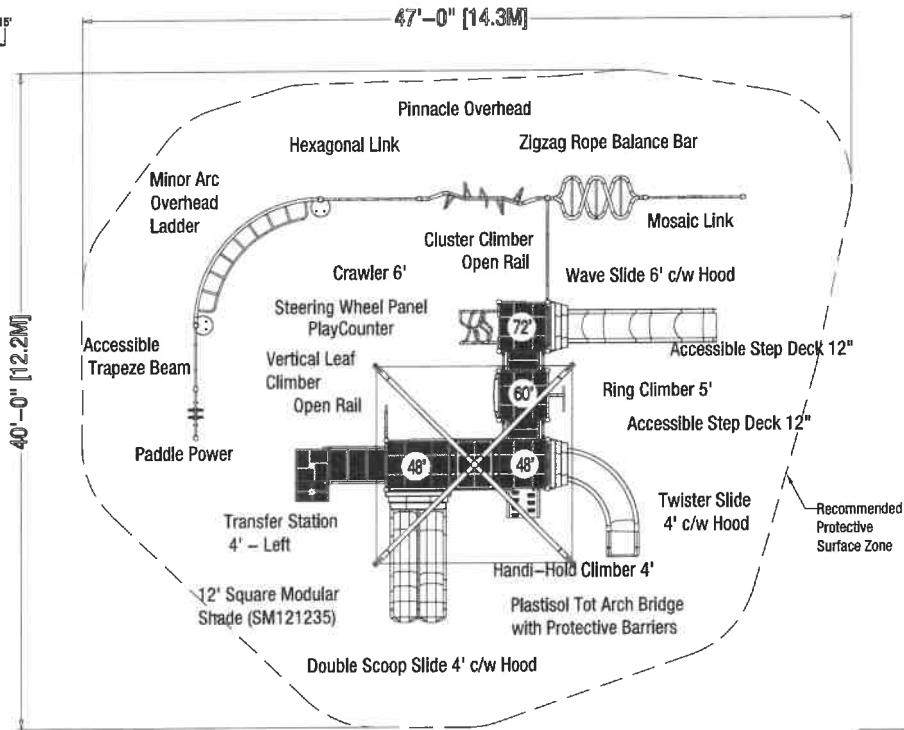
Colors:

Posts: Brown
Accents: Tan
Roto-Plastic: Green
HDPE Plastic: Green / White
Shade: Forest Green

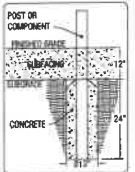
**ERWIN PLAYGROUND
OPT 1**

Brought to you by your local representative

Carolina
Recreation & Design



Henderson
Providing Playground Fun



Recommended Protective Surface Zone

ADA Accessibility Guideline				
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
9	8/5	0	8/3	4/3

Model No. B311232R0

Henderson Recreation Equipment Ltd.
PO Box 68, 11 Gilbertson Drive
Simcoe, ON, Canada, N3Y 4K3
T. 1.800.265.5462
F. 519.426.9390
www.hendersonplay.ca

Salesperson | A.H.
Drawn By | R.H.
Data Drawn | December 10, 2023
Revised By |
Revision Date |

Product Line | Playsteel FIT
Standard Compliance | ASTM F 1487, CPSC
Best User Age | 5 to 12 yrs.
Protective Surfacing Type |
Accessibility | ADA
Number of Children | 46
Maximum Fall Height | 9'

Border Area | 1,515 sq/ft
Border Perimeter | 144'
Installation Type | Inground

WARNING: All play equipment shall have a protective surfacing zone that consists of an obstacle free soft resilient surfacing, as specified for each type of equipment and all depths to meet the critical fall heights as specified by the CANADIAN STANDARDS ASSOCIATION and the U.S. Consumer Product Safety Commission.

Carolina Recreation & Design LLC
 344 Rolling Hill Rd Ste 201
 Mooresville, NC 28117
 +1 7046647833
 info@carolina-recreation.com
 www.carolina-recreation.com

Estimate 2024-4205



ADDRESS ERWIN PARKS AND RECREATION ATT. DOUG STEVENS 810 S 16TH ST ERWIN, NC 28339	SHIP TO ERWIN PARKS AND RECREATION ERWIN PARKS AND RECREATION 810 S 16TH ST ERWIN, NC 28339	DATE 09/19/2024	TOTAL \$61,984.11	EXPIRATION DATE 10/18/2024
-------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------	---------------------------	-----------------------------	--------------------------------------

NOTES
 40% Dep - 30% Ship -30% Comp

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	HENDERSON	HENDERSON B311232R0	1	33,164.5375	33,164.54T
	HENDERSON	2'SQ SHADE (SM121235)	1	6,282.7125	6,282.71T
	2X2	Borders	43	29.90	1,285.70T
	2X2	ADA Half Ramp	1	370.50	370.50T
	Labor - Installation	Ramp Install	1	32.50	32.50
	Mulch	Mulch	72	20.241	1,457.35T
	Labor - Playground Installation	Installation includes the following: - SEC A - Install HENDERSON B311232R0 - 2'SQ SHADE (SM121235) - SEC B - (43) Borders - (72) Mulch Install - Unloading equipment/materials from truck - Installation of playground equipment: - Equipment rentals - Clean up of jobsite - Clean up of equipment; including touch up of any scrapes or scuffs etc.	1	13,827.50	13,827.50
	Freight	Henderson Freight	1	1,437.50	1,437.50T
	Freight	Borders Freight	1	460.00	460.00T
	Freight	Mulch Delivery	1	517.50	517.50T
SUBTOTAL					58,835.80
TAX					3,148.31
TOTAL					\$61,984.11

THANK YOU.

Accepted By

Accepted Date



STRUCTURE NO.: _____

PROJECT NAME: _____

APPROVED BY: _____

DATE: _____

Posts

- Green Pastel
- Blue Pastel
- Purple Pastel
- Yellow
- Light Blue
- Orange
- Tan
- Lime
- Black
- Cosmo
- Brown
- Red
- Teal
- Green
- Burgundy
- Silver
- Charcoal
- Blue
- Purple
- White

Components

- Green Pastel
- Blue Pastel
- Purple Pastel
- Yellow
- Light Blue
- Orange
- Tan
- Lime
- Black
- Cosmo
- Brown
- Red
- Teal
- Green
- Burgundy
- Silver
- Charcoal
- Blue
- Purple
- White

Molded Plastic

- Tan (Spiral)*
- Grey
- Lime
- Burgundy
- Gecko
- Cobalt
- Red (Spiral)*
- Cyan
- Green (Spiral)*
- Purple
- Blue (Spiral)*
- Orange
- Yellow (Spiral)*
- Teal
- Ice Blue

Bi-Color Plastic

- Brown/Tan
- Tan/Black
- Lime/Black
- Black
- Green/White
- Red/White
- Orange/White
- Blue/White
- Yellow/Black
- White/Black

Solid Plastic

- Black



Uprights are 3.5" O.D. x 13 gauge Allied Flo-Coat® galvanized steel.

Play structures feature polyethylene-coated 12 gauge decks for superior strength.

With Henderson's Bolt-N-Go system, components bolt directly to uprights, rather than clamping around them.

Uprights arrive predrilled with threaded inserts and ready to receive play components. No on-site measuring is required, reducing the possibility of installation error.

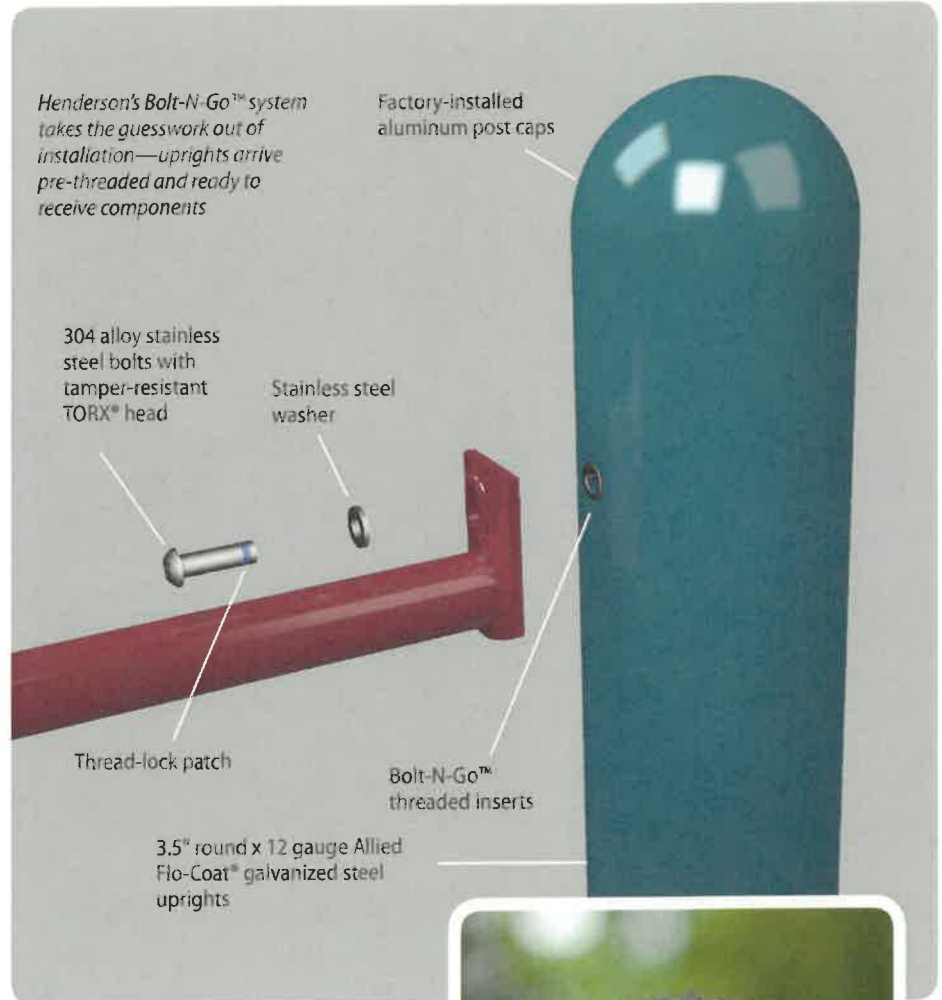
Uprights include factory-installed aluminum post caps for durability.

Hardware is 304 alloy stainless steel for rust and corrosion resistance.

The best choice for affordable accessibility, providing many of the same components as our premium product lines with smaller decks and ramps to keep costs down.

Professionally-designed for optimal play value and age appropriateness.

An impressive selection of play components and component compatibility, including New! Geodes and Orbis play systems.



Ideal for smaller spaces and limited budgets.

Maximum play value for the money, without sacrificing quality.

A quality-built playground at a value price.

Available with Henderson MightyShades™ sun protection.





WARRANTY

- | | | | |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lifetime* | limited warranty on steel support posts against structural failure due to deterioration caused by defects in materials or manufacturing. | 10 Year* | limited warranty on polyethylene components, sheet plastic, and decks against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing. |
| Lifetime* | limited warranty on Bolt-N-Go direct-bolt fastening systems against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing. | 5 Year* | limited warranty on all site amenities, including all benches, tables, litter receptacles and bike racks, against structural failure due to corrosion or deterioration caused by defects in materials and workmanship. |
| 20 Year* | limited warranty on aluminum post caps and Orbits aluminum clamps against structural failure caused by defects in material or workmanship. | 5 Year* | limited warranty on Berliner Rope Play steel-core ropes and rubber components against structural failure caused by defects in material or workmanship. |
| 15 Year* | limited warranty on steel rails, loops and rungs against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing. | | |

One Year* General Warranty

Henderson Recreation warrants that all products not listed above will be free from defects in materials or manufacturing for one year.

General Warranty Terms

All warranty periods start at the invoice date. If any breach of this warranty occurs within the applicable warranty period, upon proper notification in writing of the defect, Henderson Recreation will, at its option, either repair or replace the defective product or part. Henderson Recreation will provide a repaired or replacement product or part under the terms of this warranty free of charge, but will not be responsible for any freight costs associated with the warranty claim or any labour or other costs associated with dismantling the defective product or part or installing the replacement product or part. A replacement product or part provided pursuant to this warranty will be guaranteed only for the balance of the warranty period applicable to the original product or part.

Warranty Claims

To be valid, all warranty claims must be submitted in writing promptly following discovery of the defect and within the specified warranty period. All warranty claims must be accompanied by a copy of the original invoice for Henderson Recreation (invoice number) and photograph(s) clearly identifying the defect in question.

* Items Not Covered By the Warranty

The following are not covered by the warranty: (i) products that are not installed in conformity with the layout plan and/or installation instructions provided by Henderson Recreation; (ii)

products that have not been regularly inspected, maintained and serviced and in accordance with Henderson Recreation's instructions; (iii) products that have been subjected to misuse, abuse, negligence or accident; (iv) products that have been subjected to modification, alteration, repair or addition or substitution of parts by persons other than Henderson Recreation or Henderson Recreation's designees, in a manner which, in the sole judgment of Henderson Recreation, affects the operation or condition of the products; (v) products that have been moved after the initial installation; (vi) damage resulting from vandalism or abnormal use; (vii) damage resulting from Acts of God (such as lightning, tornadoes, etc.) or environmental factors (such as salt water, chemical sprays, etc.); (viii) damage due to normal wear and tear; and (ix) cosmetic issues, including but not limited to scratches, dents, staining, natural fading or fading of colours, discoloration and the weathering of wood (including but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling or any other physical property of the wood). For the purpose of this paragraph, "weathering" does not include fungal decay or rot of any type, white "fungal decay" and "rot" (stem attack by wood-destroying fungi that disintegrate the wood cell walls, but exclude surface mold and mildew fungi associated with the weathering of wood).

Liability Exclusions

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF ANY HENDERSON RECREATION REPRESENTATIVE MAY ALTER OR AMEND OR

BE SUBSTITUTED FOR THIS WARRANTY.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL HENDERSON RECREATION BE LIABLE IN CONNECTION WITH ANY PRODUCT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE FOR SUCH PRODUCT.

Product Replacement

Henderson Recreation has a commitment to continuous product development and improvement and therefore reserves the right to make approved substitutions in design or specifications.

Loss or Damage In Transit

Henderson Recreation cannot be held responsible for the loss or damage of products by common carriers. Please check the bill of lading carefully to ensure your product is in good order prior to signing it. After the product departs our plant(s), we are no longer responsible for any loss, damage, or shortage.

Maintenance

The demand for safety requires regular inspection of playground structures for signs of wear and tear. All necessary repairs should be completed promptly by a qualified repair person. For more information on the regulations concerning playground equipment, installation, maintenance, and protective surfacing, please refer to your local and national safety standards.

MINUTES CONTINUED FROM OCTOBER 28, 2024

Town Manager Snow Bowden asked the Board's permission to use some of the grant money from the State to build a permanent stage at Al Woodall Park for events, concerts, and gospel singing.

Mayor Baker stated he would like to see Erwin build a stage similar to Roseboro with a slanted roof.

Commissioner Byrd stated we needed a stage with a cover for hot days.

The consensus of the Board was to instruct Town Manager Snow Bowden to move forward with contacting the State to amend our scope of work for the grant.

Bike/Pedestrian Grant

Town Manager Snow Bowden stated this was the contract we had been waiting on from NCDOT. The contract said DRAFT on it but it would be the same contract and once approved by the Board, it would be electronically signed. The Town would have to fund a \$4,500 match but he felt that could be covered in our current budget.

The consensus of the Board was to place this item under consent at the Regularly Scheduled Board Meeting in November.

SRO MOU Update

Town Manager Snow Bowden informed the Board that after he and Town Attorney Tim Morris had further discussions and review the SRO MOU, they recommended the Board's approval.

Town Attorney stated his firm represented the Board of Education and he had a duty to make the Board aware of the potential conflict of interest.

The consensus of the Board was to place this item under consent at the Regularly Scheduled Board Meeting in November.

MAPS Group MOU

Town Manager Snow Bowden informed the Board that this was a standard MOU with the same price as the proposal approved at our prior meeting.

The consensus of the Board was to place this item under consent at the Regularly Scheduled Board Meeting in November.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 28, 2024

Subject: Bike/Pedestrian Planning Grant

We received the contract from NCDOT for the Bike/Pedestrian Plan Planning grant that we were awarded. In order to prevent any delays we would like to get this processed as soon as possible. Our portion of the match for the grant will be \$4,500. We can just run this through the Planning Department contracted services line item at this time.

AGREEMENT OVERVIEW

NORTH CAROLINA
HARNETT COUNTY

DATE: 10/4/2024

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: M-0570D

WBS ELEMENTS: 51402.8.5

AND

TOWN OF ERWIN

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT ("Project"): The Project consists of the planning and production of a Project Acceleration Plan (Plan) in accordance with the Department's policies and procedures. The Department's funding participation in the Project shall be restricted to development of this Plan, as further set forth in this Agreement.

COSTS TO THE OTHER PARTY: \$4,500
ESTIMATED COST OF THE PROJECT: \$45,000

PAYMENT TERMS: Town of Erwin will submit payment upon execution of agreement.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: Agreement remains in effect for two years, and thereafter, unless terminated

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Erwin, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, 23 USC 505 allows State Planning and Research (SPR) federal funds to funds to be available for certain specified transportation activities; and

WHEREAS, in accordance with G.S. 136-66.2, the NC General Assembly requires each **Municipality** to develop a comprehensive transportation plan that will serve present and anticipated travel demand; and,

WHEREAS, the **Department's** Integrated Mobility Division (IMD) and the Transportation Planning Division have created a matching grant program to encourage the development of comprehensive municipal bicycle plans and pedestrian plans, which may serve as a component of the comprehensive transportation plan; and,

WHEREAS, the **Department** has allocated state matching funds to augment the federal funds available for these activities; and,

WHEREAS, the **Municipality** has requested funding for the development of a Bicycle and/or Pedestrian Plan, as more fully described in this Agreement and hereinafter referred to as the Project; and,

WHEREAS, the **Municipality** has requested that the **Department** administer the Project in coordination with the **Municipality**; and,

WHEREAS, the **Municipality** has agreed to participate in the cost of the project as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.2 and Section 136-71.6, to participate in the planning, construction, and/or implementation of the Project approved by the Board of Transportation.

NOW THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. DEVELOPMENT OF PLAN

- i. The **Department**, and or its agent, shall prepare the Project Acceleration Plan (Plan) for the **Municipality**, following the IMD's Content Standards for NCDOT Bicycle and Pedestrian Plans.
- ii. The **Municipality** shall participate in providing data and logistical support for public meetings and other required public notices.

- iii. The **Department** will provide a preliminary draft of the Plan to the **Municipality** for review and comment. The **Municipality** shall provide comments to the **Department** within three (3) months. Upon receipt of comments from the **Municipality**, the **Department** will provide a final draft.

III. COMPLETION AND ADOPTION OF PLAN

- i. The governing body of the **Municipality** shall consider the adoption of the Plan as provided in the Final Draft by the **Department**. If the Council requests significant changes prior to adoption, the Plan will be modified and resubmitted to the **Municipality** for final approval within three (3) months.
- ii. The **Municipality** shall receive digital files and hard copies of the approved Plan. The **Municipality** shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

IV. TIME FRAMES

The **Department** has a required time frame of two years to complete the Project. It is important that the **Municipality** provide necessary support and responses to the **Department** in a timely manner. Any delays on the part of the **Municipality** may affect the ability of the **Department** to provide financial support for the Project.

V. FUNDING

- i. The total estimated cost of the Project is \$45,000. The **Department** shall provide a maximum amount of \$40,500. The **Municipality** shall provide \$4,500 and all costs that exceed the estimated cost of \$45,000.
- ii. Upon full execution of the Agreement, the **Municipality** shall submit payment for \$4,500 to the **Department**, in accordance with the cover memo attached to this Agreement.
- iii. Upon completion of the project, if actual costs exceed the total estimated cost of \$45,000, the **Municipality** shall reimburse the **Department** the underpayment within sixty (60) days of invoicing by the **Department**. The **Department** shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.
- iv. Upon completion of the project, if actual costs are less than the total available funding of \$45,000, the **Department** shall reimburse the **Municipality** any overpayment at the above matching share.

VI. REPORTING REQUIREMENTS

The **Department** is subject to NC Article 2, Chapter 36 (136-41.5), which mandates an annual report on use of bicycle and pedestrian planning grant funds. By entering into this agreement with the **Department**, the **Municipality** acknowledges their participation in annual reviews of the status of implementation of projects identified in the completed plan.

VII. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the Local Public Agency set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the **Parties** agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

G. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

H. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

I. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

J. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

K. DOCUSIGN

The **Department** and **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes **Department's** signature as if actually signed by the **Department** in writing or the **Municipality's** signature as if actually signed by the **Municipality** in writing. The **Department** and **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and

that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

L. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF ERWIN

FED TAX ID NO: _____

Finance Officer: _____

REMITTANCE ADDRESS: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES ONLY)

ATTEST: _____ Authorized Signer: _____

BY: _____ Print Name: _____

TITLE: _____ Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF ERWIN

FED TAX ID NO: _____ Finance Officer: _____

REMITTANCE ADDRESS: _____ Print Name: _____

_____ Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 28, 2024

Subject: 2024-2025 SRO MOU

We have received the 2024-2025 signed SRO MOU from the Harnett County School System.
We will need to sign this MOU and return it to the Harnett County School System.

**SCHOOL RESOURCE OFFICER PROGRAM
REIMBURSEMENT AGREEMENT FOR
ELEMENTARY AND PRIMARY SCHOOLS**

This Reimbursement Agreement (hereinafter "Agreement") effective July 1, 2023 is made and entered into by and between the Harnett County Board of Education (hereinafter "Board"), the governing body of the Harnett County Schools (hereinafter "HCS"), the County of Harnett (hereinafter "County"), and the Town of Erwin (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Board and the Town entered into a School Resource Officer Program Memorandum of Understanding (hereinafter referred to as the "MOU") effective October 1, 2018;

WHEREAS, Article V of the MOU states th the Board and governing body of the Town agree to enter into a separate contract to address the assignment of School Resource Officers (hereinafter referred to as "SRO" or collectively "SROs") to specific HCS schools and payment for SRO services during each fiscal year; and

WHEREAS, the Board and the Town entered into a School Resource Officer Program Reimbursement Agreement for Elementary and Primary Schools (hereinafter referred to as the "MOU") effective October 1, 2018; and

WHEREAS, the Board and the Town desire to update the School Resource Officer Program Reimbursement Agreement for Elementary and Primary Schools to reflect the actual costs incurred by the Town.

NOW, THEREFORE, in consideration of the promises and covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board, County, and the Town do hereby agree as follows:

Article I

SRO School Assignment

The Town shall hire and train law enforcement officers to serve as SROs pursuant to the MOU in each of the following schools within the Town's limits:

1. Erwin Elementary

Between school years and during scheduled holidays, the Town shall have the right to utilize the SROs for non-SRO purposes so long as such uses do not conflict with any of the requirements of the MOU.

Article II

Compensation for SRO Services

The County, as part of the Current Expense Funding made to the Board every fiscal year, shall include eleven-twelfths (11/12) of the yearly allocation, identified below, to be used by the Board to compensate for law enforcement officers performing SRO services during the months that school is in session.

The compensation to be paid by County to the Town for reimbursement of the SRO services described in the MOU and for non-SRO purposes during scheduled holidays and between school years shall be set at \$74,249.00 per fiscal year, which shall be paid over twelve (12) equal monthly installments over the course of the fiscal year in accordance with Article III. The annual compensation paid by the County shall increase by three percent (3%) at the beginning of each subsequent fiscal year. If the total amount of funds expended on the SROs for the then-current term of the MOU exceeds the allocated amount for the current fiscal year, the Town shall be solely responsible for the excess expenditures of the SRO's services, unless the agreed upon in writing by the County.

At the conclusion of the academic year, the County will invoice the Board for all expenses incurred for SRO activities.

Article III

Invoices for SRO Services

In order to request payment, the Town shall submit monthly invoices to the Harnett County Sheriff's Office (hereinafter referred to as "HCSO") describing the applicable charges, including identification of personnel who performed the services, the date the services were performed, the school at which the SRO performed the services, and reimbursable expenses, if any. If the invoice contains expenditures for non-SRO purposes during a scheduled holiday, the invoice shall identify the type of services performed by the SROs. Prior to submission of invoices to the Board, the HCSO shall verify them for accuracy within five business days of receipt. Once verified, County shall process and pay invoices within 30 days of receipt.

Article IV

Term and Termination of Agreement

The term of this Agreement shall begin on July 1, 2023 and end on June 30, 2026 (the "Initial Term"), unless terminated earlier as herein provided. At the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms upon the renewal of the MOU, unless any of the parties provide at least 30 days' written notice of its intent to terminate prior to the expiration of the then-current term.

This Agreement may be terminated by any party, with or without cause, upon 90 days' written notice to the other parties. However, this Agreement shall automatically terminate without notice upon the termination of the MOU. If at any time this Agreement is terminated during the Initial Term or any subsequent term of the MOU, the parties shall negotiate and execute a new agreement that is compliant with Article V or any amendment thereof prior to the termination date of this Agreement, unless any amendment of the MOU no longer requires such an agreement.

Article V

Notice

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the address set forth below:

To Board:

Harnett County Schools
Attention: Superintendent
1008 South 11th Street
Lillington, North Carolina 27546

To County

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

With copy to:

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

To Town

Snow Bowden
Town Manager
100 W F Street
Erwin, NC 28339

Article VI

Miscellaneous Provisions

1. **Relationship of Parties.** The parties to this Agreement shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the parties be construed as employees, agents, or principals of any other party to this Agreement. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement, to the extent permitted under law.
2. **Governing Law: Venue.** This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Harnett County, North Carolina Superior Court.
3. **Amendments and Modifications: Additional Policies and Procedures.** This Agreement may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this Agreement.
4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.
5. **Severability.** In the event that any provision of this Agreement shall be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
6. **No Third Party Benefits.** There are no third-party beneficiaries to this Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against the parties.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
8. **E-Verify.** All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by any party to this Agreement demonstrating such compliance.

IN WITNESS WHEREOF, the parties hereto caused the Agreement to be executed on their behalfs.

HARNETT COUNTY BOARD OF EDUCATION


Chair

ATTEST:



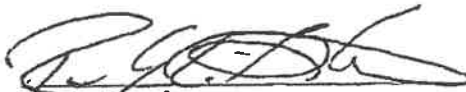
COUNTY OF HARNETT


William Morris, Chairman
Harnett County Board of Commissioners

ATTEST:


Melissa Capps, Clerk

TOWN OF ERWIN


Randy L. Baker
Mayor

ATTEST:


Lauren Evans, Town Clerk

Re: Renewal of School Resource Officer Program Memorandum of Understanding

Per Article VII, entitled "Amendments and Modifications: Additional Policies and Procedures" of the School Resource Officer Program Memorandum of Understanding dated October 1, 2018 ("MOU"), attached hereto, the Harnett County Board of Education and Town of Erwin mutually agree to renew the MOU. The terms are contingent on the negotiations with the Sheriff or Police Chief that allow the school district to address performance issues with individual school resource officers actively. All other terms and conditions will remain the same for a term of 12 months, beginning July 1, 2024, and ending June 30, 2025.

SIGNATURES:

 _____

8.19.24
_____ DATE

_____ DATE

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 28, 2024

Subject: MAPS Group MOU

At our last board meeting, we approved the proposal from The MAPS Group to move forward with a pay and classification study for the Town of Erwin. We have received the contract from The MAPS Group. It is a standard contract with the same pricing that was found in the proposal that was approved. The budget amendment has already been approved to cover the pay study. We just need approval from the Town Board to move forward and sign this contract.



434 Fayetteville Street
Suite 8000
Raleigh, NC 27601
919-715-4000
nclm.org

October 15, 2024

Lauren Evans
HR Director/Town Clerk
Town of Erwin
PO Box 459
Erwin, NC 28339

Dear Lauren,

We are pleased to be able to offer the enclosed Memorandum of Agreement to the Town of Erwin to perform the specified human resource management services as described herein.

This contract will be performed through an agreement between the North Carolina League of Municipalities and the MAPS Group. This private consulting firm consists of former and current practicing personnel professionals in the public sector who specialize in human resources and general management. They are, or have been, employed in human resources departments at the state and municipal level of government and undertake consulting assignments for the North Carolina League of Municipalities.

I will have overall responsibility for this project to determine that all contractual obligations of this study are successfully met.

If you have any questions or need clarification on any item contained within our Memorandum of Agreement, please contact me at the League Office.

Sincerely,

Lou Bunch

Lou Bunch
Senior Municipal Human Resources Consultant

Enclosures

cc: The MAPS Group

MEMORANDUM OF AGREEMENT
HUMAN RESOURCE MANAGEMENT SERVICE
TOWN OF ERWIN

THIS AGREEMENT is made and entered into this ____ day of _____, 2024 by and between the North Carolina League of Municipalities, an unincorporated association, hereinafter called "League", and the Town of Erwin, an incorporated municipality hereinafter called "Town."

WITNESSETH

In consideration of the amounts of money hereinafter agreed to be paid, and in consideration of the other conditions hereinafter agreed to by the Town of Erwin, the League offers to perform the following services:

Scope of Services. The League agrees to provide through its subcontractor The MAPS Group the services described and set forth in Attachment "A", Scope of Services, which is incorporated into and made a part of the Memorandum of Agreement by reference.

Time for Performance. The time for performance will be approximately four (4) months. The contract can begin in October 2024 or at a time mutually agreed upon between The MAPS Group and the Town.

Cost. The fee for the proposed work is \$11,800.00. In addition, the Town will be billed for actual itemized expenses for mileage, and actual travel time at \$25.00 per hour (estimated at around \$350.00).

In consideration of the services performed by the League, the Town agrees to abide by and perform the following:

The MAPS Group will bill the Town for one payment of \$3,933.00 at the beginning of the study, one payment of \$3,933.00 at the halfway point, and a final payment of \$3,934 plus actual itemized expenses and travel time when the study is completed. The Town agrees to remit payment to The MAPS Group upon receipt of each of the statements referred to above.

Execution. If this Memorandum of Agreement is not executed and returned to the League Office within thirty (30) days from the submission date, the time frame for performance may have to be renegotiated.

E-verify. The MAPS Group certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.



Iran Divestment Act Certification. As of the date of this Agreement, The MAPS Group certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that The MAPS Group will not utilize any subcontractor found on the State Treasurer's Final Divestment List.

Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina. Venue shall lie in Wake County.

If the terms of this contract are acceptable, please sign two (2) copies and return one to the League office.

SUBMITTED BY:

NORTH CAROLINA LEAGUE OF
MUNICIPALITIES

Lou Bunch

Lou Bunch
Senior Municipal Human Resources Consultant

10/15/2024

Submission Date

ACCEPTED BY:

TOWN OF ERWIN

Name

Title

Date

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

(Signature of Finance Officer)



ATTACHMENT "A"

SCOPE OF SERVICES

PAY AND CLASSIFICATION STUDY

SCOPE OF SERVICES

Objectives of Study

The primary purpose of this study is to conduct a comprehensive pay and classification study and update the personnel policy for the Town of Erwin to include the following work study objectives:

- To study and evaluate all positions covered by the NCLGERS within the Town for the purpose of determining the proper position classification and salary for each employee.
- To conduct a comprehensive salary survey of appropriate public and private sector organizations to determine that the Town's salaries, benefits and wages are competitive within the applicable job market.
- To prepare or update class specifications for each position class based upon current job duties and requirements, outlining appropriate ADA information.
- To prepare a pay plan for the Town as required to maintain a competitive system of salaries and wages.
- To identify those classes of positions that are "exempt" and "non-exempt" in compliance with the Fair Labor Standards Act (F.L.S.A.) of 1983 as amended in 1985.
- To review and make recommendations concerning the effectiveness of the Town's overall compensation system including compression issues.
- To update the personnel policy to reflect modern and effective staff management and most recent laws, regulations and court cases.

In addition, the study will evaluate the Town's Human Resource Management system including hiring, on-boarding, time keeping, regulatory compliance, record keeping, compensation systems, performance evaluation, benefits administration, training, engagement climate, and employee communications and relations.

Study Work Components

A. Preparation of the Classification and Pay Plan

1. Conduct a comprehensive review of the Town's Personnel system for the purposes of staff orientation and to provide data and information to be used in the preparation of the classification and compensation data and related study components.
2. Conduct a meeting with Town Manager and staff to discuss the various work components of the study and to explain the study methodology and approach. At this meeting we will also discuss the appropriate labor market for surveying salary data and the project schedule.

3. Conduct orientation sessions with employees to cover the purposes and process of the study. These meetings help establish realistic expectations with employees and reduce mis-information. The meetings will cover:
 - * purposes of the study;
 - * steps in conducting the study;
 - * study methodology;
 - * what the study will and will not cover;
 - * distribution and review of how to complete questionnaires; and
 - * answer any questions
4. Survey existing employee positions. This task will involve a review of the completed questionnaires, desk audits with representative employees in each class, and conferences with each department head to review and verify information presented on the questionnaires and in the desk audits. The purpose of this task is to determine that The MAPS group obtains comprehensive, factual, and accurate data and information. This task also resolves any conflicting information or data.
5. Following the review and field audit of existing employee positions, class specifications (often called job descriptions) will be prepared. These class specifications will be written to comply with OSHA and ADA regulations. The MAPS Group will use the following factors to classify jobs:
 - * Difficulty, complexity, and variety of work
 - * Education and experience requirements of the job
 - * Nature and extent of public contact
 - * Physical effort and hazards; and
 - * Supervision given and received.

B. Development of the Pay Plan

1. A survey of salary plans will be performed utilizing public sector jurisdictions and other organizations for the purpose of recommending wage and salary schedules that are competitive and sufficient to attract and retain qualified employees. The identification of competitive organizations will be made by the Town in consultation with The MAPS Group. The salary survey will request hiring and maximum salaries for each position surveyed.
2. A comprehensive analysis of the salary survey will be prepared.
3. Following analyses of all inputs considered previously in Study Components A and B, all classes of positions will be allocated to the recommended salary schedule.

C. Preparation of the Employee Allocation List

1. Following completion of the classification plan and compensation schedule, an allocation list will be prepared showing employees by name, present classification, proposed

classification, present salary grade, proposed salary grade, recommended salary, and proposed increase amount (if applicable).

2. Costs for implementation options of the plan will be provided. Up to three options will be provided with graphs illustrating impact of each option on salary compression as well as costs. Options will be designed specifically to address compression if needed and desired.

If more than three options are needed, there will be an additional charge of \$250 per additional option.

FLSA Status

As part of this study, the MAPS Group will identify and recommend positions that the Town may consider Exempt from the Wage and Hour Provisions of the Fair Labor Standards Act.

Personnel Policy

The MAPS Group will review and make recommendations for updating the Town's personnel policy to be consistent with modern and effective human resource management and current laws and regulations. The personnel policy is reviewed for policy versus procedural language and is recommended to meet a balance of providing guidance without including unnecessarily restrictive or detailed procedures. If needed, a new policy will be provided.

Communication with the Town

During the study, MAPS principals will be available to Town management to clarify any steps, current stage of the study, or other issues related to the study by phone or Email. In addition, while MAPS principals are on site for orientation and/or interviews, personal consultations are available as necessary to the study. A draft of the study will be sent to management for review and MAPS will make one visit to discuss management reactions to the study prior to finalizing it. After the draft review, the MAPS Group will make a presentation to the Town Council/Board of Commissioners and then return once more to respond to discussion and questions. Any additional trips will require additional fees.

Involvement of Town Staff

Town staff members will be required to complete position description questionnaires for each position, prepare organization charts, participate in interviews if selected (all department directors will be interviewed), provide current employee data including copies of current salary plan and employee information by department with name, current classification, current grade, date of hire, date of last promotion, and current annual salary. These last components are needed for calculating the costs of implementation options.

Results of the Study

The study will result in the publication and delivery to the Town of ten (10) copies of the report to include the classification plan, class specifications, compensation plan, implementation costs, personnel policy and management recommendations. The MAPS representative will formally present the study to the Town Board and be available to respond to questions.

Plan Maintenance

Once the study is complete and implemented, the MAPS Group will provide assistance to Town staff on maintenance of the plan including the classification of new or revised positions, market revisions to the pay plan and other assistance as needed. The MAPS Group will provide telephone consultation and will classify new or revised positions as needed for up to three years following the study for \$200 per position. Additional work may be performed on a maintenance contract.

In addition, the MAPS Group will provide the Town with a linked spreadsheet that will allow for market adjustments (cost of living increases) to automatically update the salary schedule and class listings and provide the Town with a digital copy of all class specifications.

Project Staff

The study will be led by Erika Phillips. Additional team members will be subject to approval by the Town.

MINUTES CONTINUED FROM OCTOBER 28, 2024

NCGS 143-805 Policy Update- S.L. 2024-26

Town Manager Snow Bowden informed the Board that this update was due to a law the General Assembly passed to have a more formal technology use policy. There are exemptions for law officers who had to access pornography via their equipment for their job duties. This would provide a formal policy.

Commissioner Blackmon asked if Town Attorney Tim Morris reviewed the policy and if he had any issues with it.

Town Attorney stated he reviewed the policy and did not see anything out of the way. There were strict federal laws pertaining to pornography and he planned to speak with Chief Johnson to verify who in the Police Department is required to view it.

The consensus of the Board was to place these items under consent at the Regularly Scheduled Board Meeting in November.

Christmas in Erwin

Town Manager Snow Bowden stated that the Christmas Tree Lighting would be on Monday, November 25th, at 6 PM. The Christmas Parade would be on Monday, December 2nd, at 7 PM. He informed the Board that typically the major cost of the Christmas Parade was paying all the bands and Shriner groups.

Mayor Baker stated he received a call from a church member who had in the past, placed floats in the parade. They were so amazed that they were not charged to be put in the parade. He admitted he did know what went into the cost of a parade but he did not understand why in the past churches and civic group were being charged to be in the parade. People have told him they were appreciative to how the Parade was being handled this year.

Town Manager Snow Bowden stated that we were trying to find sponsors for the Christmas Parade. The only entries we were charging for were commercial floats. He asked the Board's permission to allocate money to the event. Commissioner Nelson helped us get Porta Johns donated.

The consensus of the Board was to allocate \$5,000 for the Erwin Christmas Parade from the Misc Fund.

Town Events Budget

Town Manager Snow Bowden informed the Board that he and Mayor Baker planned to have a meeting with the Chamber but he wanted to make the Board aware that the Chamber does not plan on doing any events next year other than Denim Days so he asked the Board to keep that in mind as we plan for the budget next year. It was his understanding that the Chamber also does not plan to have a Banquet next year so that may be something the Town will need to do to recognize the Fireman of the Year, Policeman of the Year, Citizen of the Year, and Business of the Year.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 28, 2024

Subject: NCGS 143-805 Policy Update- S.L. 2024-26

The North Carolina General Assembly has passed a new law (N.C.G.S 143-805). To sum it up, the new legislation covers pornography on government-owned devices and/or our network. The term pornography is defined by N.C.G.S. 14-190.13. We already have certain websites blocked on our network. The new law requires agencies to adopt a more detailed policy that governs the use of its network in addition to the use of devices owned, leased and/or maintained by the public agency no later than January 1, 2025. The new law became effective on 10/1/2024.

There are exceptions in the new legislation for employees and officials who might need to view pornography as a part of their official duties. These exceptions are included in the update policy. The new policy keeps the Town of Erwin in compliance with the new state legislation.

Town of Erwin

TECHNOLOGY USE POLICY



October 28, 2024

Adopted & Effective:

November 7, 2024

Town of Erwin
TECHNOLOGY USE POLICY
Table of Contents

PURPOSE, SCOPE & OWNERSHIP	3
DEFINITIONS.....	5
SECURITY	7
ACCEPTABLE USE.....	11
UNACCEPTABLE USE.....	12
VIRUS & MALWARE PROTECTION	13
INTERNET USE	14
TOWN WEBSITES.....	14
ELECTRONIC MAIL	16
TELEPHONES & MOBILE DEVICES.....	18
Landline Phones.....	18
Cellular Phones & Smartphones.....	19
iPads and Tablets	19
Mobile Data Terminals (MDTs) – Public Safety.....	20
DESTRUCTION OF PUBLIC RECORDS	21
COMPLIANCE.....	21
MISCELLANEOUS	19

Town of Erwin

TECHNOLOGY USE POLICY

PURPOSE, SCOPE & OWNERSHIP

This policy covers the use of all technology resources belonging to the Town of Erwin, hereafter referred to as Town. It includes, but is not limited to all computer systems of any size and function and their attached peripherals, software, phones, all mobile communication devices, faxes, copiers, printers, camera systems, voice mail systems, e-mail systems, network resources, user accounts, electronic door locks, time clocks, ID badges, radios, data in any format and any network accessed by these systems including the Internet. Systems containing Town data, which are hosted by third parties outside of the Town's network, and the personnel with access to those systems, are also subject to this policy.

All technology resources owned, rented, or leased by the Town are in place to enable the Town to provide its services in a timely and efficient manner. This is the primary function of these resources and any activity or action that interferes with this purpose is prohibited. It is critical that these systems and machines be protected from misuse and unauthorized access. All technology resources defined in this section, along with all information transmitted by, received from, and stored upon said systems are considered to be possessed by, and/or the property of the Town. Additionally, all documents, messages and attachments composed, sent, received or stored on Town Technology Systems are Town property. Town standards will be established for all technology (hardware and software). Any deviation from these standards may require the approval of the department head and the Town Manager.

Because technology systems are constantly evolving, the Town requires its employees to use a common sense approach to the rules set forth below, complying with not only the letter, but also the intent of this policy.

In addition to this policy, users are subject to applicable state and federal laws. Improper use or misuse of Town Technology Systems on a person's work time or otherwise is a violation of the Town's policies. User violation could result in disciplinary action including suspension, demotion, or dismissal. If a policy violation occurs, aside from disciplinary actions specified under the Town's policy, system access may be revoked in whole or in part if deemed to be in the best interest of the Town's Technology System security.

This policy is not intended to supersede any existing laws or policies regarding records that are confidential, including, but not limited to, juvenile records in the Sheriff's Department, certain information contained in personnel files, or medical files.

This policy is intended for internal use by Town employees defined as full-time, part-time, temporary, and interns, all Town Boards that may have access to Town equipment or resources, and non-Town employees covered under this policy, defined as contractors, vendors, and volunteers who use Town owned, rented, or leased resources.

DEFINITIONS

Anti-virus/Anti-malware software – Computer programs that attempt to identify, thwart and eliminate computer viruses and other malicious software.

Applications – Computer software such as word processors, which perform productive tasks for users.

Authorized Systems – A computer network that allows entry with proper credentials.

Backup Schedule – Plan for duplicating Town data and programs.

Backup Storage Area – Location where Town data and programs reside, typically on a tape, disk or hard drive.

Blogging – Weblog on a website where entries are written in chronological order and commonly displayed in reverse chronological order.

Chain Letter – Message that induces the recipient to forward copies of a document to other users. They may contain viruses, false information or threats.

Chatroom – A form of digital conferencing that can be real time online conversations.

Communications Equipment – Device that is physically attached to the Town network and enables transmission of data.

Computer Access – Ability to utilize the computer and gain admission into the Town's network.

Computer virus – A computer program that can copy itself and infect a computer without permission or knowledge of the user.

E-Mail – Electronic Mail: Messages, usually text, sent from one person to another via computer.

Group Policy – A feature of Microsoft Windows operating systems that provides centralized management and configuration of computers and remote users.

Hardware – The physical components of a computer system (monitor, CPU, keyboard).

Instant Messenger – Also known as IM, a program that facilitates live chat.

Internet – Vast collection of inter-connected networks that all use the TCP/IP protocols.

Malware- malicious software designed to damage or gain unauthorized access to a computer system.

Mobile Devices – Computing appliance that is typically handheld.

MultiFactor Authentication (MFA)- additional layer of security that authenticates your identity along with your account password. Usually authenticated by a pin sent via text, email or authenticator app.

Network – The connection of two or more computers together so that they can share resources.

Online Games – Reference to video games that are played over some form of computer network, most commonly the Internet.

Peripheral Devices – Any equipment such as printers, copiers, faxes, scanners that attaches to the network.

Public Network – Ability to access the Internet without restrictions.

Remote Access – Access to Town systems from external systems, e.g. via the Internet.

Server – Computer or a software package that provides a specific kind of service to client software running on other computers.

Social Media – Commonly used websites, such as, Facebook, Twitter, YouTube, Flickr, Blogger, Google+, Instagram, Snapchat and LinkedIn.

Software – Collection of computer programs, procedures and documentations that perform some task on a computer system.

TCP/IP – Transmission Control Protocol/Internet Protocol: A suite of protocols that defines the Internet. The method used to transmit and receive data over the Internet.

Town Websites – Town's collection of web pages hosted by a server.

Workstations – Microcomputer designed for technical applications.

User – Any individual who interacts with the computer at an application level.

VPN – Virtual Private Network: is a network that is constructed by using public connections, usually the Internet, to connect to a private network such as the Town’s internal network

SECURITY

Security refers to the protection of all technology resources from any kind of damage and the protection of data from unauthorized access, distribution, modification, or destruction. The following procedures must be followed to ensure a secure environment.

- A user will be authorized access to the Town’s computer systems by the appropriate user department head or designee. A request for services must be submitted by the department head or their designee to the Information Technology Department, hereafter referred to as the IT Department to establish credentials for the authorized systems, which may include but are not limited to software applications, e-mail, Internet, peripheral devices, building access and time clock access. This request should be sent directly to the IT Department from the department head.
- Request for services, as well as, any other document containing IT security access information, including but not limited to, usernames, passwords, security questions and answers, and user access rights shall not be considered public record and shall not be released to any person, firm, or entity.
- All Town users must read and sign a copy of this policy in front of a notary. Human Resources will keep a file of signed copies in the employee’s personnel file.
- When an employee is suspended or terminated, a written notification will be submitted from the department head or his/her designee to the IT Department immediately. Access to all systems will be suspended immediately.
- Non-Town employees, as previously defined, will be the responsibility of the department head, who will notify the IT Department when it is necessary to determine accessibility and establish system credentials.
- The IT Department will ensure the security of unattended workstations by utilizing a group policy to lock computer screens after five minutes or less of inactivity. Department heads may request a modification of this procedure through a written request to the IT Department. Requests will be considered based on location and access

levels of the computer or user. Users must log off all computer systems at the end of each workday.

- For security, network, and computer systems maintenance purposes, authorized individuals may monitor equipment, systems, data, and network traffic at any time.
- The Town has the right to monitor, audit, and/or inspect any and all aspects of the Town Technology Systems at any time, without advance notice to any users, and without the permission of any user. Failure to monitor in any specific situation does not constitute a waiver of the Town's right to monitor. Users within the scope of this policy are advised that they have no privacy rights and no user of Town Technology Systems has any expectation of privacy in any message, file, image, or data sent, retrieved, or received when using Town Technology Systems. Employees must understand that all technology resources are Town property.
- The Town does not guarantee the confidentiality of user information stored on any network, computer, or communications device belonging to the Town. Users should be aware that the data they create on Town technology or communications systems remains the property of the Town and is not private (unless the data is protected by privacy or confidentiality laws). Information that is stored on or transmitted to or from Town Technology Systems may be subject to disclosure pursuant to the North Carolina Public Records Law. Users should refrain from, where possible, storing personal files and data on Town Systems.
- Users are responsible for safeguarding their own credentials and computer access and SHALL NOT let another person use their credentials or access. Users are **directly** accountable for all activity connected to their user ID.
- Passwords may be required to be changed every ninety (90) days and SHALL NOT be divulged to any other person. Passwords should be memorized and not written down unless kept in a secure place.
- Passwords must be changed at any time a user believes their password has been compromised or if a Town Employee resigns, is suspended, or is fired. Any credentials such as ID badges, proximity cards or security tokens that become lost, stolen, or misplaced must be reported to the department head and IT Department immediately.
- Users SHALL NOT abuse or misuse the Town's technology resources or violate any rules in other portions of the Town Personnel Policy, local, state, or federal laws via the Town's technology resources.

- Users SHALL NOT copy or attempt to copy any software or data from Town Systems without having written authorization.
- Users SHALL NOT attempt to bypass any security mechanisms.
- No third party may be allowed access to Town Systems without prior authorization and approval from the TOWN MANAGER.
- Users SHALL NOT engage in abuse or misuse of the Town's technology resources.
- Users SHALL NOT install any computer software on any Town owned computers or devices, not authorized by the Town, regardless of the ownership of the software except as allowed in other sections of this policy. Users may not install software personally owned or downloaded for free from the Internet. This includes but is not limited to, music software, photo software, Internet search software, screen savers and desktop backgrounds. Many of these software applications may contain viruses and/or malware that may compromise the integrity and security of the Town's network.
- Administrative rights are granted to IT staff and those departments required by state regulations to have local administrative rights. Department heads must approve software requests and submit to the IT Department. Any software that adversely affects the performance of the machine or network will not be permitted on the Town system.
- Separation of duties will be practiced in all departments, to the greatest extent possible, such that no individual has total control of a process.
- Users shall disclose to their department head, who shall then notify IT of any suspected or confirmed unauthorized use or misuse of technology resources and any potential security breaches or loopholes.
- The IT Department, where possible, will work to ensure that all network infrastructures, including but not limited to communications equipment, servers, data cables and telephone cables are secured behind locked doors with limited access by authorized personnel.
- Remote access to Town systems consumes technology resources above and beyond those required for local access. Remote access shall be granted on a case-by-case basis based upon the unique needs of the user and available resources. Remote access users are subject to all policies herein.

ACCEPTABLE USE

At all times when an employee is using Town technology resources, he or she is representing the Town. While in the performance of work-related functions, while on the job, or while using publicly owned or publicly provided technology resources, Town employees shall use them responsibly and professionally, and remember that public perception is extremely important. They shall not use these resources in an illegal, malicious, or obscene manner. When using Town resources, employees shall abide by all Town policies including the Town's policy on sexual harassment.

Town Technology Systems are intended for business use. However, employees may make reasonable, incidental or occasional, personal use of the Town's computers and data communications. Any personal use must adhere to the following:

- Must not incur any additional cost to the Town. If, in a critical situation, an employee must use Town resources that incur costs, the employee will reimburse the Town within 30 days of the occurrence.
- Must not incur security risks to the Town or the Town's network.
- Must not violate the Town Personnel Policy.
- Must not have a negative impact on employee performance, including interfering with work duties, work performance or work productivity.
- Must not have a negative impact on system performance.
- Must not violate this Policy or any applicable laws or regulations.
- Must not violate contractual agreements or intellectual property rights.
- Must not be used for personal gain.
- Must not be used for solicitation.

Users are required:

- To respect the privacy of other users; for example, users shall not intentionally seek information on, obtain copies of, or modify files, data, or passwords belonging to other users, unless explicit permission to do so has been obtained. It shall be understood that this rule does not apply to supervisory personnel, who shall have complete authority to access any files created by users in their departments.
- To protect data from unauthorized use or disclosure as required by state and federal laws and agency regulations. (i.e., confidential information)
- To respect the integrity of computing systems; for example, users shall not use or develop programs that harass other users, or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system, or otherwise interfere with data, hardware, or system operation.
- To respect the legal protection provided to programs and data by copyright and license. The Town owns licenses to a number of proprietary programs, which allow the Town to use the software but severely restricts anything other than the use of the software on a single computer or network. Any redistribution of software from the computing systems breaches agreements with our software suppliers, as well as applicable federal copyright, patent and trade secret laws. U.S. Copyright Law provides for civil damages of \$50,000 or more and criminal penalties including fines and imprisonment in cases involving the illegal reproduction of software. Therefore, no copying, downloading, or distributing of any copyrighted materials, including but not limited to messages, e-mail, text files, program files, image files, database files, sound files, and music files is allowed without prior authorization by IT.

UNACCEPTABLE USE

Unacceptable uses are defined as those uses that do not conform to the purpose, goals, and mission of the Town and to each user's authorized job duties and responsibilities as determined by the Town Manager or his/her designee.

Examples of unacceptable activities include, but are not limited to:

- Private or personal, for-profit activities or for any illegal purpose, including but not limited to communications that violate any laws or regulations.

- The use of the Town network or any device owned, leased, maintained or otherwise controlled by the Town to access, transmit, store, display, or request obscene, pornographic, erotic, profane, racist, sexist, libelous, or otherwise offensive or abusive material (including messages, images, video, or sound). The Town may install monitoring software or use filters to monitor or block access to any sites that would or possibly could violate this policy. Any user who attempts to avoid such software or filter or uses a device owned, leased, maintained, or otherwise controlled by the Town to access, transmit, store, display, or request such material is in strict violation of this policy and may face disciplinary action, up to and including dismissal in accordance with the Town of Erwin Personnel Ordinance. For the purposes of this section, "pornography" and "pornographic material" is any material depicting sexual activity as defined in N.C. General Statute § 14-190.13.
 - Any employee who becomes aware of any individual that uses the Town network or uses a device owned, leased, maintained, or otherwise controlled by the Town to access pornography shall report the violation to the Town Manager.
 - Annually, no later than August 1, and in the format required by the State Chief Information Office, the Town's Chief Information Officer shall report information to the State Chief Information Officer on the number of incidences of unauthorized viewing or attempting viewing of pornography on the Town's network or on any device owned, leased, maintained, or otherwise controlled by the Town whether or not the unauthorized viewing was by an employee, elected official, or appointee of the Town.
 - This section shall not apply to an official or employee who is engaged in any of the activities permitted by N.C. General Statute 143-805(d) in the course of that official's or employee's official duties.

- Intentionally seeking information about, obtaining copies of, or modifying of files, other data, or passwords belonging to other users, unless explicit permission to do so has been obtained.
- Interfering with or disrupting users, services, or equipment. Such disruptions would include, but are not limited to (1) distribution of unsolicited advertising or messages, (2) propagation of computer worms or viruses, and (3) attempting to gain unauthorized entry to another computer or computer system whether owned by the Town or outside of the Town.
- Removing or relocating any computer equipment (hardware, software, data, etc.) without the supervisor's prior authorization and IT notification.
- Allowing unauthorized users, including an employee's family or friends, to use the Town's technology resources.

VIRUS & MALWARE PROTECTION

Every computer user is to remain vigilant and alert to the possible transmittal and infection of a computer virus. Most e-mail viruses are transmitted through attachments or embedded links. Never click on a link or open attachments that contain the following extensions: .exe, .vbs, .com, .bmt, .hta, .shs, .vbe, .cmd. Upon detecting any virus, or suspected virus, users are to cease activity immediately and report it to the IT Department. Refer to the Security section of this policy for software and hardware installation requirements, procedures, and policies.

Appropriate anti-virus and anti-malware software will be made available by IT and loaded on every workstation and laptop computer.

INTERNET USE

A Town's Internet and network access, whether connected by cable, Wi-Fi, wireless air card, or any other means, is a resource granted to employees upon department head approval. All employees are encouraged to use the Internet to its fullest potential, providing effective services of the highest quality, discovering innovative and creative ways to use resources and improve services, and encouraging staff development. The Internet should be a primary method for the exchange of ideas and information.

The Internet provides easy access to software distributed by companies on a trial basis. The free access does not necessarily indicate the software is free or that it may be distributed freely. Users are expected to comply with the copyright policy as previously stated. Users should never use or download software from file-sharing websites or services (commonly known as "P2P"). Refer to the Security section of this policy on downloading and installing software.

Blogging, Instant Messaging, online games, online movie/video streaming, online audio streaming, and chat room participation are not permitted unless demonstrable benefits to productivity are proven. These types of activities place extra strain on network resources and can affect network performance for the entire site. In all cases, prior approval of the department head and the IT Department must be obtained.

A public/guest network will be provided for outside vendors, contractors, and users who need to access the Internet for the purpose of demonstrations and presentations to Town Staff. Town Staff may use public/guest networks for personal computers and devices upon user acceptance of Terms and Use.

TOWN WEBSITES

In order to maintain a consistent, useful, and professional presence on the Internet, IT has established procedures that will assist departments in creating, publishing, and maintaining content for the official Town website or any sub-website created by any Town Department, Board, Commission or entity directly affiliated with the Town or which is funded by Town funds.

Each Department and its employees have a responsibility to make sure that all public information disseminated via the Town website is accurate, current as possible, and in accordance with this policy. Employees shall provide, in association with such information, its source and the date it was published. An electronic mail address or other contact information allowing the recipient to contact public staff must be published.

Only authorized employees shall be allowed to update the website. Authorized employees are **directly** accountable for all activity connected to their user ID. Departments that have a need to create or contract for their own physical website must have approval from the Town Manager and the IT Department. Links to personal websites are not allowed. Information on events will be limited to those directly sponsored by or affiliated with the Town.

ELECTRONIC MAIL

Electronic mail is intended for Town business; however, the Town recognizes the fact that the use of e-mail for incidental purposes may occur and is not likely to strain Town resources. Personal communication should not be excessive and it must be understood that the use of email passwords does not imply privacy or confidentiality. E-mail messages made or received in connection with the transaction of public business by any agency of the North Carolina government or its subdivisions are considered a public record and the property of the Town. The Town Manager and supervisory personnel have the right to review the contents of all employees' e-mails (personal or business-related). Employees are solely responsible for how their email is used and managed.

Contents of email dictate the retention of email and each email user is responsible for the retention of their own email. Email must be retained according to the procedures defined in the *"Email as a Public Record in North Carolina: Guidelines For Its Retention and Disposition"* publication, submitted by the NC Department of Cultural Resources or other regulatory agencies as applicable.

Personal email addresses being used for Town business purposes, including but not limited to employees, Town Commissioners, boards, and commissions, should follow the same retention guidelines as Town email addresses. This policy does not attempt to monitor or manage personal computer accounts or equipment. Where at all possible, official Town email addresses should be used to conduct Town business.

PII or Personally Identifiable Information is any information that relates to a person's identity which includes SSN, birthdate, employer taxpayer identification number, driver's license number, passport number, state ID number, checking/saving account number, credit/debit card number, PIN code, electronic ID number, internet account number, biometric data, fingerprints, digital signatures, passwords, and any other numbers or information that can be used to access a person's financial resources. This information must be protected from any sort of data loss or disclosure. Please note that any communication of this type of information must be sent through secure communications only. Email is not a secure means of communication and should not be used to share sensitive data. If an employee needs to send out any PII, the employee shall use a secure method of communication which includes fax, encrypted email, or secure file sharing. If an employee has authorization to access sensitive information, it is the employee's responsibility to make sure that it is handled securely and not disclosed to any

unauthorized personnel. Great care should be used when transmitting or accessing PII.

Unacceptable uses of e-mail include, but are not limited to:

- Using email software that is not the town-adopted standard.
- Sending or forwarding chain letters.
- Sending or forwarding copies of documents in violation of copyright laws.
- Compromising the integrity of the Town and its business in any way.
- Sending or forwarding messages containing derogatory, racial, offensive, abusive, threatening, obscene, harassing, or other language inappropriate for the organization.
- Sending or forwarding messages that violate the Town's sexual harassment policy.
- Willful propagation of computer viruses.
- Overtaxing the network with unnecessary group mailings or large emails (over 20 MB). Users should utilize SendThisFile, Microsoft 365, or other means of sending large files to recipients.
- Sending or forwarding confidential information including, but not limited to personally identifiable information, juvenile records in the Sheriff's Department, and certain information contained in personnel files or medical files. This includes confidential information as defined by state and federal laws and agency regulations.

TELEPHONES & MOBILE DEVICES

The Town may provide telephones and mobile devices to employees for business use when the budget allows and is determined necessary by the department head. A mobile device shall be used for appropriate business purposes. Such use is defined to be appropriate when an employee must utilize the device to further Town operations. The Town may review call logs, voicemail recordings, text messages, air cards, email transcripts, GPS data, or any other data contained on or from Town-owned devices.

All devices and accessories provided by the Town are property of the Town and must be returned upon request. The department head, the Finance Department, and the IT Department shall monitor mobile device use and charges. Any intentional, deliberate misuse of any device may result in the loss of mobile device service and employee reimbursement of charges and could result in disciplinary action.

It is the responsibility of the department head, or his/her designee, to review the detailed bills for the department each month. The department head/designee should note usage patterns for both individuals and the department and investigate any unusual or questionable patterns. It is also the department head's responsibility to ensure that any required reimbursement to the Town is done on a timely basis and in accordance with the requirements set forth herein.

Laptops, cell phones, and other electronic devices in vehicles must be stored in a secure location or otherwise out of sight. Devices should never be left in vehicles overnight. To the degree possible, technology resources should be protected from theft and/or vandalism, fire, or other damage including natural environmental hazards. Devices damaged or stolen must be reported to the department head and TOWN MANAGER immediately.

Landline Phones

The use of telephones is a necessary part of the day-to-day operation for many Town employees. Unfortunately, inappropriate telephone use may also be a source of distraction that causes lower productivity and, in some instances, may present a safety hazard. Personal calls may be allowed on Town landline phones, however, employees are expected to be good stewards of Town resources and time, and therefore, personal calls should be limited and not affect job performance or duties. If personal misuse is determined, employees may be restricted to only business use or other disciplinary actions may occur.

The Town may monitor and/or record phone calls made or received using the Town phone systems and may access and review call logs and voicemail recordings to ensure compliance with this and other Town policies. Users have no expectation of privacy when using town-owned phone systems.

Cellular Phones & Smartphones

The Town may provide employees with mobile phones, smartphones, or wireless Internet devices. These devices must be used primarily for business use. Personal calls and use may be allowed on Town devices, however, employees are expected to be good stewards of available data. If personal misuse is determined, employees may be restricted to only business use or privileges may be revoked.

All Smartphone devices shall use passwords and must adhere to the same password standards as previously defined. It is the user's responsibility to ensure devices are properly secured. All smartphone devices shall contain Town management software/profile. Removal or attempts to bypass this software/profile will be in strict violation of this policy.

The Town reserves the right to inspect all files stored on smartphones that are the property of the Town to ensure compliance with this policy. Users should not presume to have any expectation of privacy in any matter created, received, stored in, or sent from any Town-issued smartphone.

Issued smartphones and all Town-purchased accessories must be returned to the IT Department when the user's service has ended. When the smartphone is returned, the Town will conduct any appropriate backup of files in accordance with the Public Records and Retention laws. The smartphone will then be wiped clean of all information.

iPads and Tablets

The Town has recognized that mobile devices, including iPads and tablets, may provide a benefit in the efficient performance of Town duties and thereby improve service to the public. Town-issued devices will be managed under a Town of Erwin email. Users should not log into the device using their personal accounts. All tablets are enrolled in the Town Mobile Device Management to allow applications to be installed.

Users are responsible for the general care of the mobile device issued by the Town. Mobile devices that are broken or fail to work properly must be taken to the IT Department for an evaluation. Mobile devices that have been lost, stolen, or damaged from misuse, neglect, or are accidentally damaged, in the sole and exclusive judgment of the Town Manager in consultation with the Town Attorney will be replaced or repaired by the Town, with the cost borne by the issued user. Mobile devices should remain free of any writing, drawing, stickers, or labels that are not the property of the Town.

Software and applications installed by the Town must remain on the mobile device in usable condition and be readily accessible at all times. From time to time, the Town may add or upgrade software applications for use by the user such that users may be required to check in their mobile devices with the IT Department for periodic updates and synchronizing. All software purchased by the Town is property of the Town and may not be transferred to any other individual. Personal software purchased and installed on Town mobile devices is at the risk of the user/purchaser. The Town offers no guarantee, warranty, or support for

personal software purchased and installed on Town mobile devices nor will the Town refund any purchases for personal software installed on Town mobile devices.

All of the Town's computer systems and devices, including iPads and tablets, are considered to be public property. All documents, files, and email messages created, received, stored in, or sent from any Town mobile device are considered public records, subject to disclosure to the public pursuant to the North Carolina Public Records laws (with only limited exceptions as provided by law). Users shall not use the mobile device, computer, or communication devices in any way as to violate the Open Meetings law requirements, applicable governing laws, or ethical conduct and principles of an elected public official.

Issued iPads, tablets and all Town-purchased accessories must be returned to the department head or IT Department when the user's term or service has ended. When the mobile device is returned, the Town will conduct any appropriate backup of files in accordance with the Public Records and Retention laws. The mobile devices will then be wiped clean of any and all information.

The Town reserves the right to inspect any and all files stored on mobile devices that are the property of the Town in order to ensure compliance with this policy. Users should not presume to have any expectation of privacy in any matter created, received, stored in, or sent from any town-issued mobile device.

Mobile Data Terminals (MDTs) – Public Safety

The security of the Town's computer system is of paramount importance in maintaining an efficient and well-guarded database for referencing computerized information. Users will strictly adhere to the following guidelines on the usage of MDTs, regardless of type, make, or manufacturer and associated software to ensure compliance with federal copyright laws and protection against computer viruses. Any and all policies contained within the Town's Technology Use Policy shall apply to MDTs.

MDTs, regardless of type, make, or manufacturer may be installed in public safety vehicles to assist personnel in the execution of efficient public safety functions and to reduce the amount of radio traffic necessary to conduct public safety operations. Prior to use, personnel will be trained in the use and care of MDTs and are expected to use this equipment in accordance with the instructions provided. MDTs are designed and have been programmed to provide information from State and National computer files on persons, vehicles, and other property.

Employees shall use the MDTs to check information on persons, vehicles, and other property and shall not request these types of transactions be conducted by Dispatch. The only exceptions will be when an officer needs a printout of the information for inclusion with other reports or does not have an MDT or the MDT is not functioning properly. If the unit is not functioning properly, users are expected to request repairs as soon as possible during the normal working hours of the IT Department.

MDTs may be programmed to allow for communication of official public safety business

between public safety vehicles and between field units and Dispatch. No vulgar, obscene, or derogatory messages, racially and/or sexually derogatory remarks shall be transmitted via the MDT nor shall any private, non-public safety business conversations be conducted between units through the MDT. All transmissions may be logged and maintained for future reference and to provide education and training as deemed necessary.

Employees shall log on with their designated username and password. Employees shall never use another employee's credentials. At the end of the shift, personnel shall log off the MDT system.

All Internet policies must be followed when using MDT devices even if they are not connected to Town Internet sources. The use of the Internet is not a private matter and the Town reserves the right to monitor all uses without notification to the member; periodic audits may be conducted by the IT Department. The Town reserves the right to inspect any and all files stored on MDTs that are the property of the Town in order to ensure compliance with this policy. Users should not presume to have any expectation of privacy in any matter that is created, received, stored in, or sent from any Town-issued MDT. All MDT devices shall contain Town management software/profile. Removal or attempt to bypass this software/profile will be in strict violation of this policy.

DESTRUCTION OF PUBLIC RECORDS

No public records shall be destroyed, sold, loaned, or otherwise disposed of, unless in compliance with the NC Department of Cultural Resources and in accordance with G.S. 121-5.

COMPLIANCE

The department head and Town Manager will review reported and perceived violations of this policy and may impose restrictions, suspend or terminate technology access, or remove technology equipment during or as a result of an investigation. The Town Manager may, at any time, inspect or request to inspect any Town equipment issued to any department or to any user. The user shall, immediately produce the item for inspection. Failure to produce equipment within a reasonable time may result in disciplinary action. Other appropriate action in response to abuse or misuse of technology resources may include, but not be limited to:

- Reimbursement to the Town for resources consumed
- Legal action, including action to recover damages
- Disciplinary actions, including suspension, demotion, or dismissal pursuant to the Town's Personnel Policy

Department heads will be responsible for the enforcement of the Town's Technology Use Policy.

MISCELLANEOUS

- Procuring, leasing, receiving, maintaining, and installing hardware or software for or on Town networks shall be done only by or under the direction of the IT Department.
- Due to technology systems constantly evolving, it is recommended that this policy be reviewed by the IT Department on a yearly basis.

TOWN OF ERWIN
TECHNOLOGY USE POLICY

UNDERSTANDING AND ACCEPTANCE OF POLICY

I _____, have received/had an opportunity to review a copy of the Town of Erwin Technology Use Policy. I have read the policy in its entirety and have been provided the opportunity to ask questions about it. Furthermore, I fully understand and agree to comply with this policy. I also accept that it is my responsibility to seek clarification from my supervisor or HR staff if at any time I am unclear about the policy's requirements. I fully understand that failure to comply with this policy could result in disciplinary action, up to and including dismissal.

Employee's (Legal) Printed Name

Employee's Signature

Date

State of North Carolina
County of Harnett

I, _____, Notary Public, do hereby certify that
_____ personally appeared before me this day and acknowledged the due
execution of the foregoing instrument. Witness my hand and official seal this ____ day of
_____, 2024.

Notary Public

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 28, 2024

Subject: Christmas in Erwin

The Erwin Area Chamber of Commerce informed the Town of Erwin that they needed the Town of Erwin to handle the Erwin Christmas Parade/Tree lightening ceremony this year. Town Staff has met numerous times. We have spoken with our insurance company to get the parade and tree lightening ceremony added to our policy. We have spoken with some key stakeholders and we are continuing to speak with key stakeholders. We have a plan in place and at the time of this discussion we have already started to take in money for sponsorships, and commercial floats. We have already started to take parade entry forms. We are not charging anyone to be in the parade this year. If someone want to have a commercial float (the floats that come pre-decorated with a license and insured driver) they pay for the float (whole or half float). We have already gotten a few things covered by sponsorships. Inevitably, we will have some other costs that will have to be covered. At our workshop meeting I will have an event budget to discuss.

Erwin Christmas Tree Lightening Ceremony- Monday, November 25th starting at 6PM

Erwin Christmas Parade- Monday, December 2nd starting at 7PM

I would like to thank our Town Staff for all of the hard work that they have put into helping us plan both of these events. We are a little behind schedule but we are going to have two great events to kick off the Christmas season in Erwin. We will have Santa hours this year for the Santa House as well. They will be advertised on our website once we get closer to the date.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 28, 2024

Subject: Town Events Budget

The Erwin Area Chamber of Commerce informed the Town of Erwin on Friday, October 4th that they would not be able to hold the annual Erwin Christmas Parade and Tree lightening ceremony this year due to various issues. Town Staff has started reaching out to vendors and other stakeholders. We are very fortunate here to have staff members that have helped with the parade and other events in the past. We feel confident in our ability to put on a great Christmas parade for the Town of Erwin.

There are costs with holding the parade such as: insurance, other rentals (Porta-Johns, handwashing stations, stage), sound for groups and donations to bands/Shriner groups. The commercial floats are covered by sponsorships. We are going to try and get some additional sponsors but it is kind of late in the game to get them. We are going to need to spend funds that were never authorized in our current operating budget. I have prepared a proposed event budget that is included in this packet.

MINUTES CONTINUED FROM OCTOBER 28, 2024

November and December

Town Manager Snow Bowden made the Board aware that we will not have a Workshop in November or December due to the Holidays.

Village at Old Stage Subdivision Preliminary

Town Planner Dylan Eure stated that the Town received a preliminary subdivision plat off of Old Stage and Avery Road for 101 single-family homes. According to the preliminary map, it did meet all the requirements and RD standards. It was brought up at our Planning Board Meeting that we had conflicting ordinances within our subdivision chapter. Our subdivision chapter provides one list of requirements for a preliminary plat and also provides a more exhaustive list of requirements for a preliminary plat that would be more for the final plat. He was currently working on updating the subdivision ordinances to avoid any complications going forward. The Planning Board did recommend this preliminary plat for approval.

Commissioner Blackmon asked if the Preliminary Plat would be placed under consent on the agenda in November since the Preliminary Plat met all the requirements.

Town Planner Dylan Eure stated that was correct however he wanted to make the Board aware that there was opposition at the Planning Board Meeting.

Commissioner Blackmon stated that since this item was not a Public Hearing item and there would not be a time for people to speak, he asked the Board if we should move the Public Comment prior to the discussion of this item.

Discussion continued among the Board.

Mayor Baker asked Town Attorney Tim Morris if it would be procedurally correct to allow something different for this subdivision than we do any other subdivision.

Town Attorney Tim Morris stated that this was not a Public Hearing or a Quasi-Judicial Hearing so whether the Board chose to move the Public Comment time slot up, it was nothing to be heard and was within the parameters of a subdivision.

The consensus of the Board was to move forward with placing this request under New Business on our agenda at the Regularly Scheduled Board Meeting in November and placing the Public Comment period ahead of the discussion of New Business.

ZT-2024-005

Town Planner Dylan Eure informed the board that this was a conditional district rezoning on Professional Park to rezoning seven parcel from B-2 to R-6 conditional zoning. The applicant was planning to build 5 apartment buildings totaling 120 units and 264 bedrooms, with a leasing

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: October 28, 2024

Subject: November and December Workshops

I just wanted to point out to all of you that our next workshop meeting is scheduled to be held on Monday, November 25th. Due to the timing of Thanksgiving this year the Erwin Christmas Tree lightening ceremony falls on that day as well. Town Staff believes that it is best to cancel this workshop meeting. We do not anticipate a need for this workshop at the moment.

I also wanted to point out to all of you that our December workshop meeting is scheduled to be held on Monday, December 23rd at 6 PM. Town Hall is open that day but we have historically closed up early the day before the Christmas holiday. Town Staff is available to be here for a workshop meeting. At the moment, it is kind of hard to tell if there will be a major need to have a workshop meeting. We also have a lot of other events going on in the month of December, so it is tough to reschedule. Town Staff believes it is best to cancel the December workshop meeting as well.

We will have our regularly schedule January Town Board meeting on Thursday, January 2nd, 2025.

Erwin Board of Commissioners
REQUEST FOR CONSIDERATION

To: Erwin's Board of Commissioners
From: Dylan Eure, Town Planner
Date: October 28, 2024
Subject: Subdivision Request off Avery / Old Stage Road

The Town of Erwin has received a preliminary major subdivision plat for 101 single-family homes zoned as RD (Rural District) to be built at the intersection of Old Stage and Avery Road totaling in 90.95 acres comprised of 13 parcels, which is a permitted right. There is no rezoning or special considerations in relation to this request. Upon review, the preliminary map meets the requirements for the developer to continue on to the final plat where items such as utility lines, drainage style, wetland surveys and street lights will be included. Other items that would be required are approved storm water and soil erosion permits from NC Department of Environmental Quality, approved septic/water plans from Harnett County, and approved encroachment permits from NCDOT.



TOWN OF ERWIN

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

11/7/2024

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

The Villages at Old Stage Subdivision Memorandum

Subdivision Description

The Town of Erwin has received a preliminary major subdivision plat for 101 single-family homes zoned as RD (Rural District) to be built Old Stage and Avery Road located by Harnett County Tax pins 0588-82-5111, 0588-82-7366, 0588-82-0344, 0588-81-3955, 0588-81-8885, 0588-811-0141, 0588-90-0944, 0588-81-9765, 0588-90-0073, 0587-89-5936, 0587-89-6834, 0587-89-7730, 0587-89-9542. Said development is a total of 13 parcel totaling 90.95 acres, and the entirety is planned to be annexed into Erwin's corporate limits upon construction. To access said development there will be a road constructed to Erwin's road standards which would then be allocated to the town for future maintenance along with all Right-of-Ways included. Said development, does not contain any watersheds nor is any of the parcel in any potential flood hazard areas according to Harnett GIS. According to the site plan/ soil evaluation, there may be wetlands on the development, however, this would require further study on the behalf on the developer to ensure no wetlands are being disturbed and how they may mitigated from the Army Corp of Engineers.

Regulation

Per The Erwin Code of Ordinances subdivision section, along with RD zoning classifications all requirements for preliminary plats have been met and the produced residential lots are compliant with all RD zoning regulations including lot size, required frontage, and width. Along with Erwin's road and Right-of-Way requirements have been met.

Required Improvements

Prior to the final plat being submitted the applicant must show that they have made all of the required improvements per Erwin's subdivision ordinances, meet all RD zoning regulations, and obtain the proper permits from affiliated agencies. Upon submission of the final plat, the

applicant must have received approval from NCDEQ in regard to soil erosion. Along with approval from NCDEQ in regards to stormwater due to more than 1 acre being disturbed. They must also submit complete road construction plans that will be approved by Erwin's civil engineer and have approved NCDOT encroachment permits for the said roads to be constructed along with water lines. A letter from Harnett Regional Water approving said water lines to be constructed must also be included to ensure lines will be up to HRW standards. Due to the parcel lacking the ability to connect to Harnett Regional sewer lines the said development will be on septic tanks and will also require approval from Harnett Health before final plat submittal.

Sincerely,

Dylan Eure

Town Planner



Town of Erwin
Zoning Application & Permit
 Planning & Inspections Department

Permit #
25-0027

Rev Sep2014

Each application should be submitted with an attached plot/site plan with the proposed use/structure showing lot shape, existing and proposed buildings, parking and loading areas, access drives and front, rear, and side yard dimensions.

Name of Applicant	BRC Development	Property Owner	SEE ATTACHED
Home Address	3314 JACQUE DR ST20	Home Address	
City, State, Zip	WILMINGTON, NC 28403	City, State, Zip	
Telephone	919-796-1612	Telephone	
Email	mjcrumling@bawyer.net	Email	

Address of Proposed Property		SEE ATTACHED	
Parcel Identification Number(s) (PIN)	11	Estimated Project Cost	2.5M
What is the applicant requesting to build / what is the proposed use of the subject property? Be specific.		SINGLE FAMILY RESIDENTIAL	
Description of any proposed improvements to the building or property		CRACKING, PIPE, UTILITIES, PAVEMENT, HOME COURT.	
What was the Previous Use of the subject property?		AGRICULTURE	
Does the Property Access DOT road?		YES	
Number of dwelling/structures on the property already	0	Property/Parcel size	90 AC
Flood plain SFHA <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Watershed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wetlands <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MUST circle one that applies to property			
Existing/Proposed Septic System		Or	
Existing/Proposed County/City Sewer			

Owner/Applicant Must Read and Sign

The undersigned property owner, or duly authorized agent/representative thereof certifies that this application and the forgoing answers, statements, and other information herewith submitted are in all respects true and correct to the best of their knowledge and belief. The undersigning party understands that any incorrect information submitted may result in the revocation of this application. Upon issuance of this permit, the undersigning party agrees to conform to all applicable town ordinances, zoning regulations, and the laws of the State of North Carolina regulating such work and to the specifications of plans herein submitted. The undersigning party authorizes the Town of Erwin to review this request and conduct a site inspection to ensure compliance to this application as approved.

 Print Name	 Signature of Owner or Representative	7-19-24 Date
----------------	------------------------------------------	-----------------

For Office Use

Zoning District	B30	Existing Nonconforming Uses or Features		NA
Front Yard Setback	40 FT	Other Permits Required	<input type="checkbox"/> Conditional Use <input type="checkbox"/> Building <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Other	
Side Yard Setback	12 FT	Requires Town Zoning Inspection(s)	<input type="checkbox"/> Foundation <input type="checkbox"/> Prior to C. of O.	
Rear Yard Setback	40 FT	Zoning Permit Status	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Fee Paid: \$1,310		Date Paid:	Staff Initials:	

Comments: 101 proposed residential subdivision

Signature of Town Representative: _____ Date Approved/Denied: _____

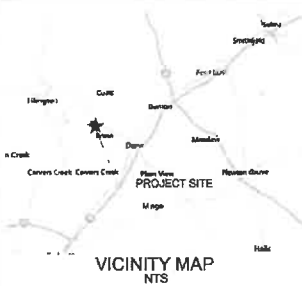
requires planning board recommendation
 & BOC approval

THE VILLAGE AT OLD STAGE ROAD

HARNETT COUNTY, NC

for

CLIENT: BRG DEVELOPMENT



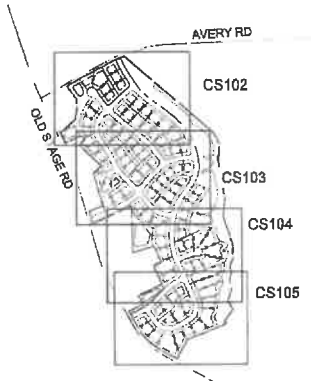
APPLICANT/DEVELOPER
 BRG DEVELOPMENT, LLC
 MARK GRIMALI, P.E.
 2214 LAMBDA DR., SUITE 100
 WILMINGTON, NC 28402

PROPERTY OWNER
 TURNBULLTON-JOHNSON LAND PARTNERS
 P.O. BOX 1027
 DURHAM, NC 27602
 PHONE: 919-480-7814

DESIGNER
 CONTACT: ZACHRY L. NICHOLS, JR.
 NICHOLS ENGINEERING PLLC
 1800 585 TIGER DR., SUITE 200
 WILMINGTON, NC 28402
 ZLN@NICHOLS-ENGINEERING.COM
 OFFICE: 919.848.9841

INDEX OF SHEETS

CS101	COVER
CS102	EXISTING CONDITIONS
CS103	PROPOSED CONCEPT
CS104	PROPOSED CONCEPT
CS105	PROPOSED CONCEPT
CS106	PROPOSED CONCEPT
CS107	SOIL MAP AND LEGEND



PROPOSED BUILDING SETBACKS

Front	10'
Side	5'
Rear	10'



ADJACENT PARCEL AND ZONING DATA

PARCEL NO.	OWNER	ZONING	COUNTY
1	TURNBULLTON-JOHNSON LAND PARTNERS PO BOX 1027 DURHAM, NC 27602-0000	RA-30	HARNETT COUNTY
2	AVERY LARRY EARL 800 BROADMORR PLACE GREENSBORO, NC 27410-0000	RA-30	HARNETT COUNTY
3	JACKSON LUCRECIA GAWN AVERY PO BOX 581 BIRWYN, NC 28539-0000	RD	ERWIN
4	BAITHENE HARRY D 1522 DOWNSWOOD RD COATES, NC 27821-0000	RD	ERWIN
5	EYED GERALDINE LEE TRAMTEE & GERALDINE LEE BYRD REVOCABLE TRUST - 8664 LIS 421 BIRWYN, NC 28539-0022	RD	ERWIN
6	JONHAYN JONHAYN & JONHAYN VALERIE 3813 OLD STAGE RD S ERWIN, NC 28338-0007	RD	ERWIN
7	NEVENS EARL J & NEVENS JOYCE MARIE 2816 OLD STAGE ROAD ERWIN, NC 28338-0000	RD	ERWIN
8	THOMAS ALAN T 80 MCINTYRE LN DURHAM, NC 28834	RD	ERWIN
9	HOWELL THOMAS D & HOWELL MELISSA 3447 OLD STAGE RD S ERWIN, NC 28338-0911	RD	ERWIN
10	EDWARDS ADAM TRENT 3667 OLD STAGE RD S ERWIN, NC 28338-3911	RD	ERWIN
11	MELCANY FREDERICK & MELCANY ROBIN 3431 OLD STAGE RD S ERWIN, NC 28338-4073	RD	ERWIN
12	RAYNOR JOHANN P & RAYNOR MELBA PATRICIA D 3275 OLD STAGE RD SOUTH ERWIN, NC 28338-0000	RD	ERWIN
13	MICHELL BRENDA ANGERSON & MICHELL MELVIN LARRY S 2341 OLD STAGE RD S ERWIN, NC 28338-0000	RD	ERWIN
14	TYNDALE BYRON LEE & TYNDALE LORRI M 3208 OLD STAGE RD SOUTH ERWIN, NC 28338-0000	RA-30	HARNETT COUNTY
15	MCDONALD JAN & MCDONALD LINDA 3246 OLD STAGE RD SOUTH ERWIN, NC 28338-0000	RA-30	HARNETT COUNTY
16	BREWSTER CYNTHIA B 820 WOODCOURT ON TELLEY MOUNT GLEASD, NC 27208-8510	RA-30	HARNETT COUNTY
17	BREWSTER CYNTHIA B 820 WOODCOURT ON TELLEY MOUNT GLEASD, NC 27208-8510	RA-30	HARNETT COUNTY

GENERAL NOTES

- ALL MATERIALS AND CONSTRUCTION METHODS FOR THE LATEST EDITION OF HARNETT COUNTY SPECIFICATIONS AND DETAILS.
- ALL SITE WORK AT A MINIMUM SHALL BE PERFORMED IN ACCORDANCE WITH THE DRAINAGE ROADWAY STANDARD DRAWINGS AND STANDARD SPECIFICATIONS FOR ROADWAY AND STRUCTURES UNLESS OTHERWISE NOTED OR DIRECTED.
- UNDEVELOPED UTILITIES MAY EXIST ON, ABOVE OR WITHIN CONJECT OF THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE CITY OR THE APPROPRIATE UTILITY COMPANIES PRIOR TO ANY EXCAVATION.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE DISMANTLING OF ANY EXISTING ON SITE ITEMS AS SHOWN ON THE DEMO PLAN, ABOVE AND BELOW GROUND. THE CONTRACTOR IS ALSO RESPONSIBLE FOR REMOVAL OF ALL WASTE RESULTING FROM DEMOLITION.
- THE CONTRACTOR SHALL CONSERVE ALL REQUIRED SAFETY PRECAUTIONS IN THE PERFORMANCE OF ALL WORK IN ACCORDANCE WITH CURRENT OSHA REGULATIONS.
- THE CONTRACTOR SHALL GRADE, SEED, AND MOW OR OTHERWISE PROVIDE TEMPORARY AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS.
- WORK WITHIN PUBLIC RIGHT-OF-WAYS SHALL BE IN ACCORDANCE WITH ALL STATE AND LOCAL REQUIREMENTS, NOTIFICATIONS, STANDARDS AND POLICIES.
- ANY SUBSTITUTIONS, CHANGES, OR MODIFICATIONS SHALL BE APPROVED BY THE PROJECT ENGINEER, PLANNING DEPARTMENT STAFF, AND OWNER PRIOR TO INSTALLATION/CONSTRUCTION.
- THE GRADE LINES DENOTE THE FINISHED ELEVATIONS OF THE PROPOSED SURFACE. GRADE LINES MAY BE ADJUSTED AT THEIR BEGINNING, ENDING AND AT STRUCTURES AS DIRECTED BY THE ENGINEER IN ORDER TO PROVIDE A PROPER FINISH. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED ELEVATIONS, PERCENTS, AND FINISHED SURFACES TO ASSURE THAT MINIMUM SLOPE AND COVER REQUIREMENTS ARE PROVIDED PRIOR TO INSTALLATION.
- THE EARTHWORK ON THIS PLAN DOES NOT NECESSARILY BALANCE. OFFSITE BORROW OR WASTE MAY BE REQUIRED.
- ALL PIPS INVERTS TO BE INSTALLED IN THE FIELD PRIOR TO CONSTRUCTING GRAVITY SYSTEMS AND SHALL BE ADJUSTED BY THE ENGINEER IF NECESSARY. ALL CONCRETE PIPE SHALL BE REINFORCED CLASS III.
- NEW BODIES REQUIRE ZONING COMPLIANCE AND BUILDING PERMITS PER LDCO. A PERMIT IS REQUIRED FOR THE SITE IDENTIFICATION MARKS. SIGN SHALL MEET HARNETT COUNTY STANDARDS.
- NO ADDITIONAL OUTDOOR LIGHTING IS PROPOSED. NEW LIGHTING REQUIRES ADDITIONAL PLANS AND PERMITS TO ASSURE COMPLIANCE WITH LDCO.

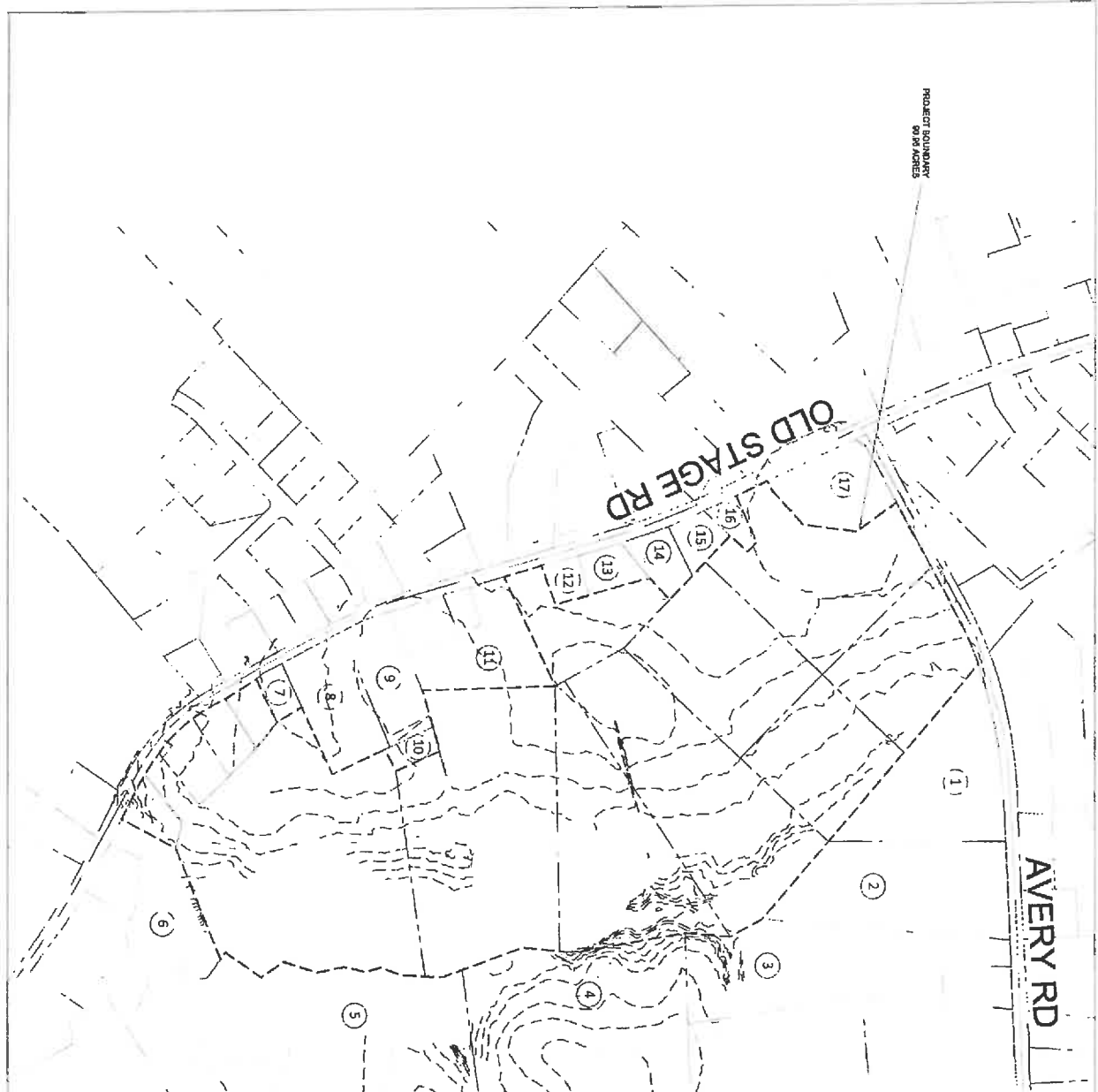
0368-82-811.000	070638 0307	0.02	RA-30
0369-82-7909.000	070639 0307 02	8.80	RA-30
0369-82-2044.000	070635 0307 03	0.1	RA-30
0369-81-0488.000	070640 0307 04	7.6	RA-30
0369-81-8896.000	070643 0306 04	10.1	RD
0369-81-0114.000	070646 0306 02	3.06	RD
0369-80-0944.000	070643 0310	15.63	RD
0369-81-8778.000	070638 0300	11.19	RD
0369-80-8072.000	060647 0304 10	18.97	RD
0367-80-8078.000	060647 0304 08	0.73	RD
0367-80-0834.000	060647 0304 08	0.94	RD
0367-80-8720.000	060647 0304 07	1.18	RD
0367-80-8642.000	060647 0304 09	0.95	RD
TOTAL		90.88	ACRES

NICHOLS ENGINEERING, PLLC
 1800 585 TIGER DR., SUITE 200
 WILMINGTON, NC 28402
 PHONE: 919.848.9841

THE VILLAGE AT OLD STAGE ROAD
 HARNETT COUNTY
 BRG DEVELOPMENT

COVER

C101



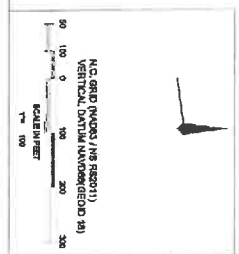
AVERY RD

OLD STAGE RD

PROJECT BOUNDARY
90.25 ACRES

NUMBER	ADJACENT PARCEL AND ZONING DATA	ADJACENT ZONING	ADJACENT COUNTY
1	8800 BROADMOOR PLACE GREENSBORO, NC 27410-000 RA-40	HARRETT COUNTY	
2	ASERTY LARRY EARL 8800 BROADMOOR PLACE GREENSBORO, NC 27410-000 RA-40	HARRETT COUNTY	
3	AYE BY: JANE T. AYE 8800 BROADMOOR PLACE GREENSBORO, NC 27410-000 RA-40	HARRETT COUNTY	
4	JACKSON LUCREDA OWEN AVERY PO BOX 234 ERWIN, NC 28528-000 RA-40	HARRETT COUNTY	
5	MAX WYNN HAWKRY 1662 COUNTRY CLUB CIRCLE, NC 27281-000 R-16	TRINITY	
6	THE LES TRINITY SET GREEN DALE, LES STAFF SPRINGDALE TRAIL, NC 28580-000 R-16	ERWIN	
7	JERRISON JOSEPH J.A. JERRISON, J.A. ST. G 3673 OLD STAGE RD S ERWIN, NC 28580-007 R-16	ERWIN	
8	HORRIS EARL J.A. HORRIS, JORCE MARCE 3648 OLD STAGE ROAD ERWIN, NC 28581-400 R-16	ERWIN	
9	THOMAS JENNY V 100 MOUNTAIN VIEW DR, NC 28584 R-16	ERWIN	
10	HOWELL THOMAS O & HOWELL WELLSA 3544 OLD STAGE RD S ERWIN, NC 28580-011 R-16	ERWIN	
11	MALCHAY FREDERICK & MALCHAY JOHN 3541 OLD STAGE RD S ERWIN, NC 28580-013 R-16	ERWIN	
12	MAYNARD JENNIFER R. J. TAYLOR NINA TAYLOR CAY 3276 OLD STAGE RD SOUTH ERWIN, NC 28580-000 R-16	ERWIN	
13	NICHOLL BERENDA ABERSON & NICHOLL MELVIN JENNIS 2341 OLD STAGE RD S ERWIN, NC 28580-000 R-16	ERWIN	
14	TYRONE AL SYRON LEE & TYRONE L LIEBERMAN 2826 OLD STAGE ROAD SOUTH ERWIN, NC 28580-000 R-40	HARRETT COUNTY	
15	MCDONALD JIM & MCDONALD LINDA 3540 OLD STAGE RD SOUTH ERWIN, NC 28580-000 R-40	HARRETT COUNTY	
16	BERNARDER CHRISTINA M 1000 WOODBRUN ON TILBERY MOUNT QULEND, NC 27206-0510 R-40	HARRETT COUNTY	
17	1000 WOODBRUN ON TILBERY MOUNT QULEND, NC 27206-0510 R-40	HARRETT COUNTY	

LEGEND
 PROJECT BOUNDARY
 EXISTING PARCEL



DATE: 08/20/2013
 SCALE: AS SHOWN
 DRAWN BY: JAM
 CHECKED BY: JAM
 PROJECT NO.:
 SHEET: CE101



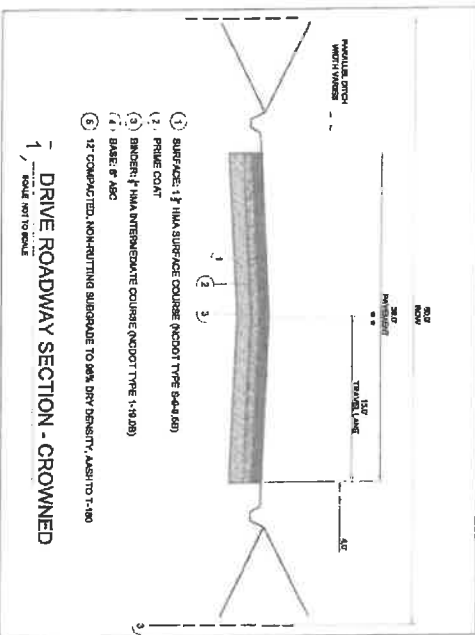
THE VILLAGE AT OLD STAGE ROAD
 ERWIN, NC
 HARRETT COUNTY
 BRO DEVELOPMENT

EXISTING CONDITIONS

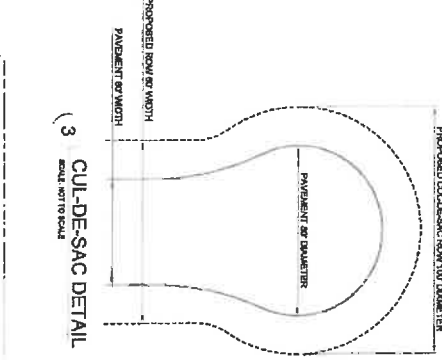
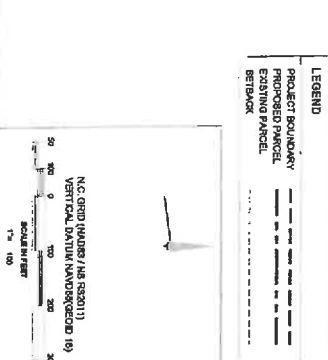
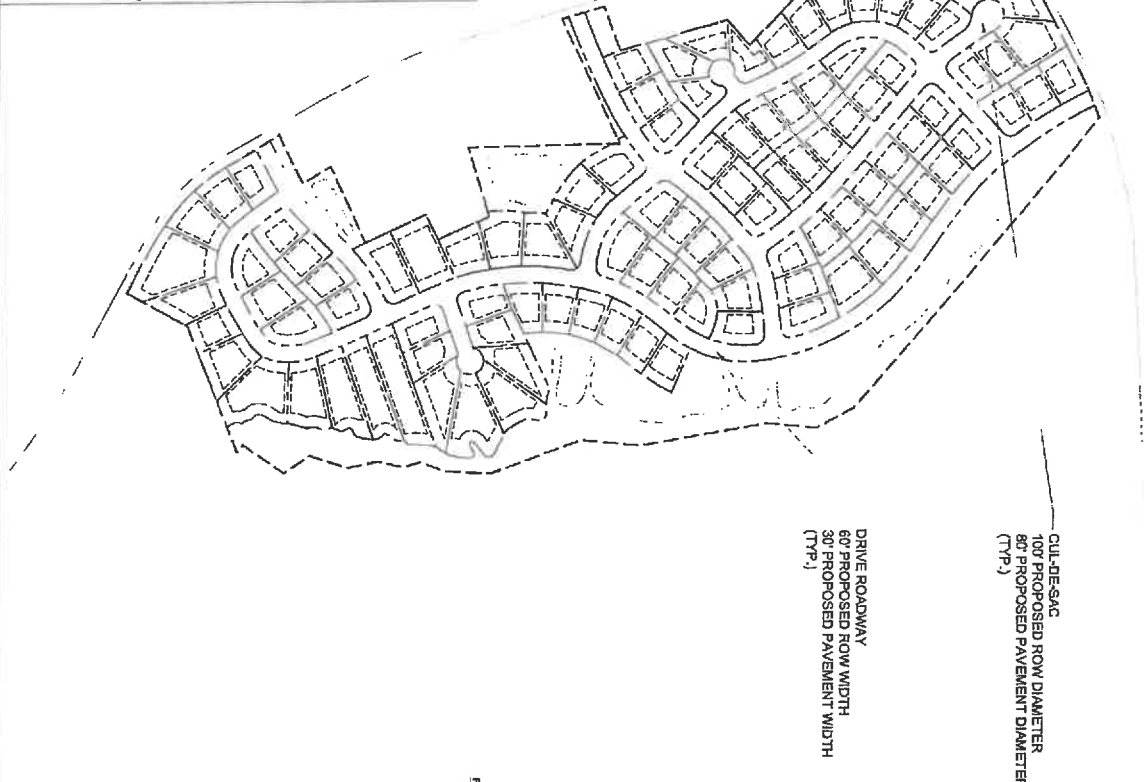
NO.	REVISION	DATE

NICHOLS ENGINEERING, PLLC
 1828 BAR TYLER DR. STE 220
 WILMINGTON, NC 28405
 910-417-7865
 NCELS File License Number: P-2004
 NC PE License #: 945403
 http://nicholseng.com

OLD STAGE RD
AVERY RD



NOTE:
1. ROADS SHALL BE CONSTRUCTED TO TOWN STANDARDS AND TO BE ALLOCATED TO THE TOWN OF ERWIN FOR MAINTENANCE.
2. 60' RIGHT OF WAY
3. 30' PAVEMENT WIDTH



LEGEND
PROJECT BOUNDARY
PROPOSED PAVEMENT
EXISTING PAVEMENT
SETBACK

DATE: 08/20/2013
SCALE: AS NOTED
DRAWN: JAV
CHECKED: ZM
PROJECT NO.: 10101

THE VILLAGE AT OLD STAGE ROAD
ERWIN, NC
HARNETT COUNTY
BRD DEVELOPMENT

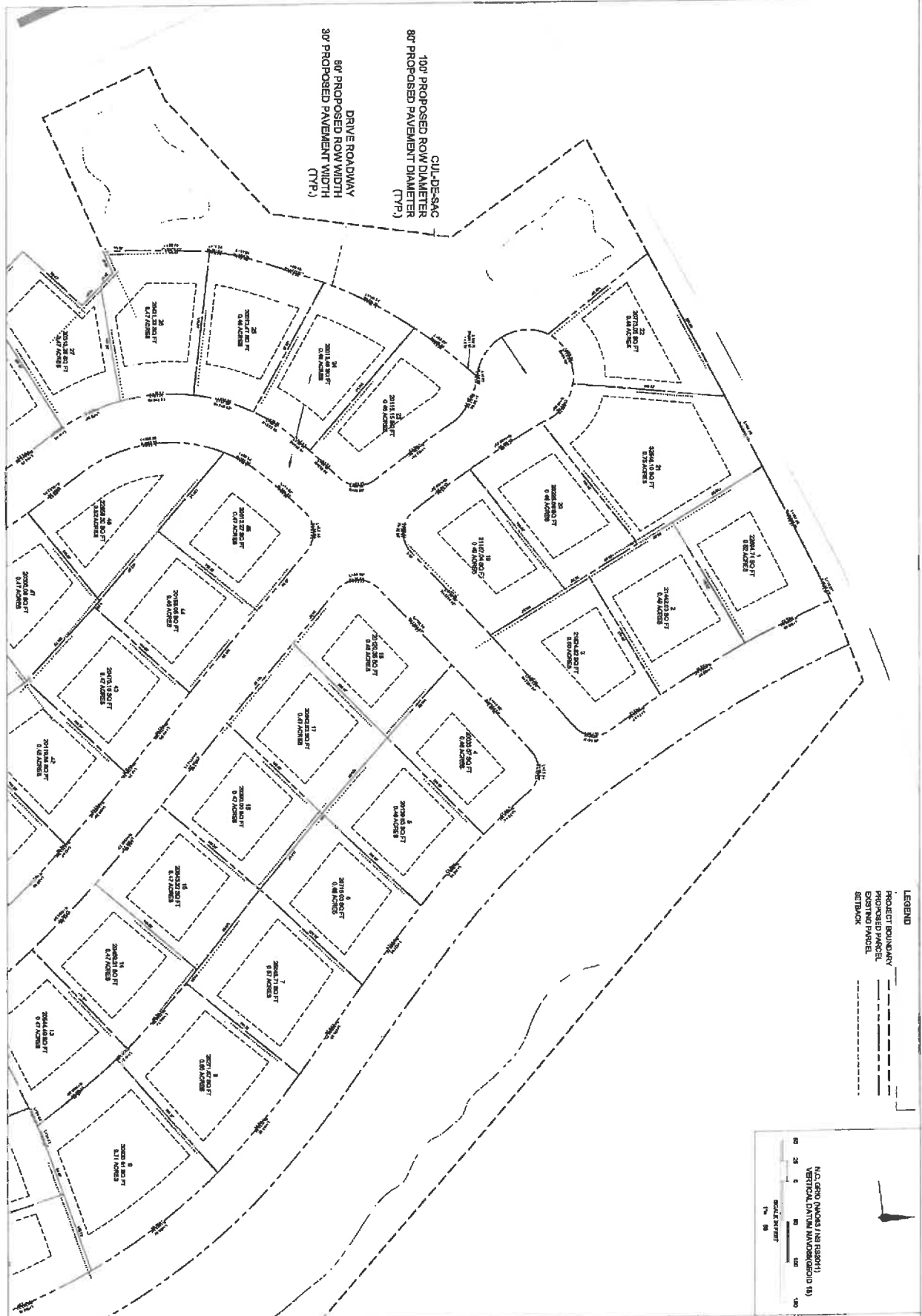
PROPOSED CONCEPT

NO.	REVISION	DATE

NICHOLS ENGINEERING, PLLC
1625 8th TYLER DR. STE 230
WILMINGTON, NC 28403
NC PE License #: 045463
http://nicholsengineering.com

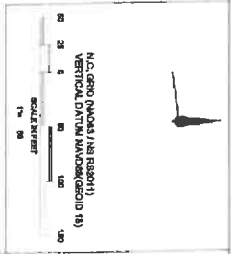
810-617-7963
NOBELS First License Number: P-2006

PROJECT NAME: THE VILLAGE AT OLD STAGE ROAD
PROJECT NO.: 10101
DATE: 08/20/2013
SCALE: AS NOTED
DRAWN: JAV
CHECKED: ZM



CUL-DE-SAC
 100' PROPOSED ROW DIAMETER
 80' PROPOSED PAVEMENT DIAMETER
 (TYP.)
 DRIVE ROADWAY
 80' PROPOSED ROW WIDTH
 30' PROPOSED PAVEMENT WIDTH
 (TYP.)

LEGEND
 - - - - - PROJECT BOUNDARY
 - - - - - PROPOSED PARCEL
 - - - - - EXISTING PARCEL
 - - - - - SETBACK



DATE: 08/11/2011
 SCALE: AS SHOWN
 DRAWN BY: JLN
 CHECKED BY: JLN
 PROJECT NO.: CS102

THE VILLAGE AT OLD STAGE ROAD
 ERWIN, NC
 HARRIETT COUNTY
 BRG DEVELOPMENT
PROPOSED CONCEPT

NO.	REVISION	DATE

NICHOLS
ENGINEERING, PLLC
 1424 SIX TYLER DR. STE 230
 WILMINGTON, NC 28405
 919-817-7893
 MODEL & File License Number P-3006
 NC PE License #: 045462
<http://nicholsengr.com>



H.C. ORD. (BOOKS 178 & 20211)
 VERTICAL DATUM NAVD83 (GEOID 19)
 SCALE IN FEET
 1" = 50'

NICHOLS ENGINEERING, PLLC
 1000 WILSON AVENUE
 WILMINGTON, DE 19801
 PHONE: 302.486.1000
 FAX: 302.486.1001
 WWW.NICHOLSEN.COM

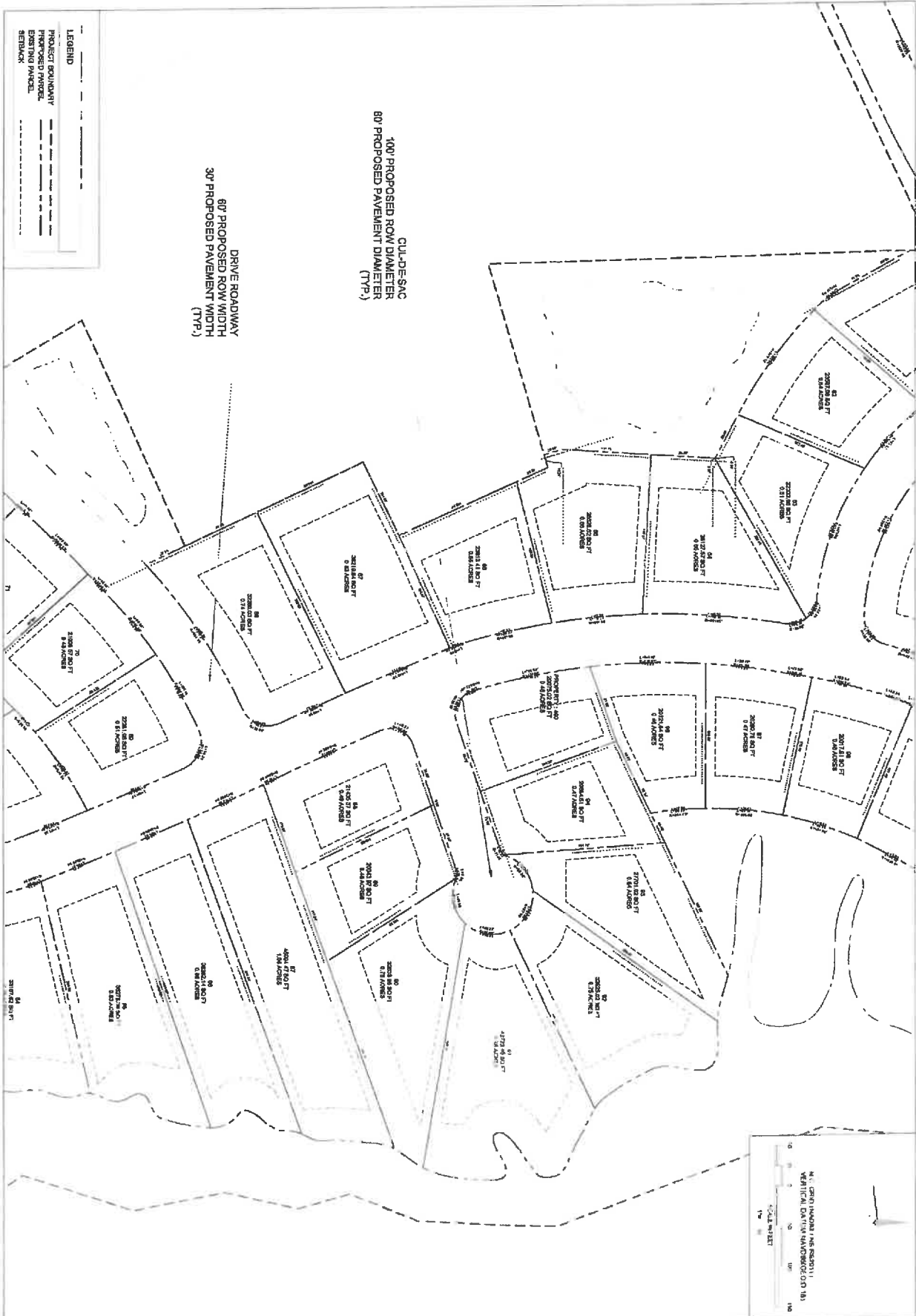
PROJECT NO.: _____
 DATE: _____
 REVISION: _____

THE VILLAGE AT OLD STAGE ROAD
 BARNETT COUNTY
 MD DEVELOPMENT

PROPOSED CONCEPT

DATE: _____
 SCALE: AS NOTED
 DRAWN: JWP
 CHECKED: RJA
 PROJECT NO.: _____
 SHEET: _____

CS103



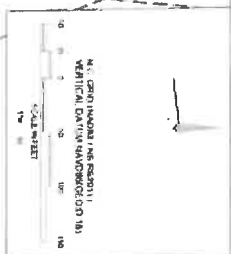
LEGEND

PROJECT BOUNDARY

PROPOSED PARCEL

EXISTING PARCEL

SETBACK



DATE: 08/14/14

SCALE: AS NOTED

DRAWN: JAV

CHECKED: ZM

PROJECT NO.: CS104

SHEET: 1



THE VILLAGE AT OLD STAGE ROAD
 ERWIN, NC
 HARNETT COUNTY
 BRG DEVELOPMENT

PROPOSED CONCEPT

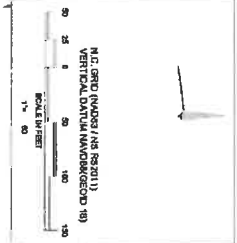
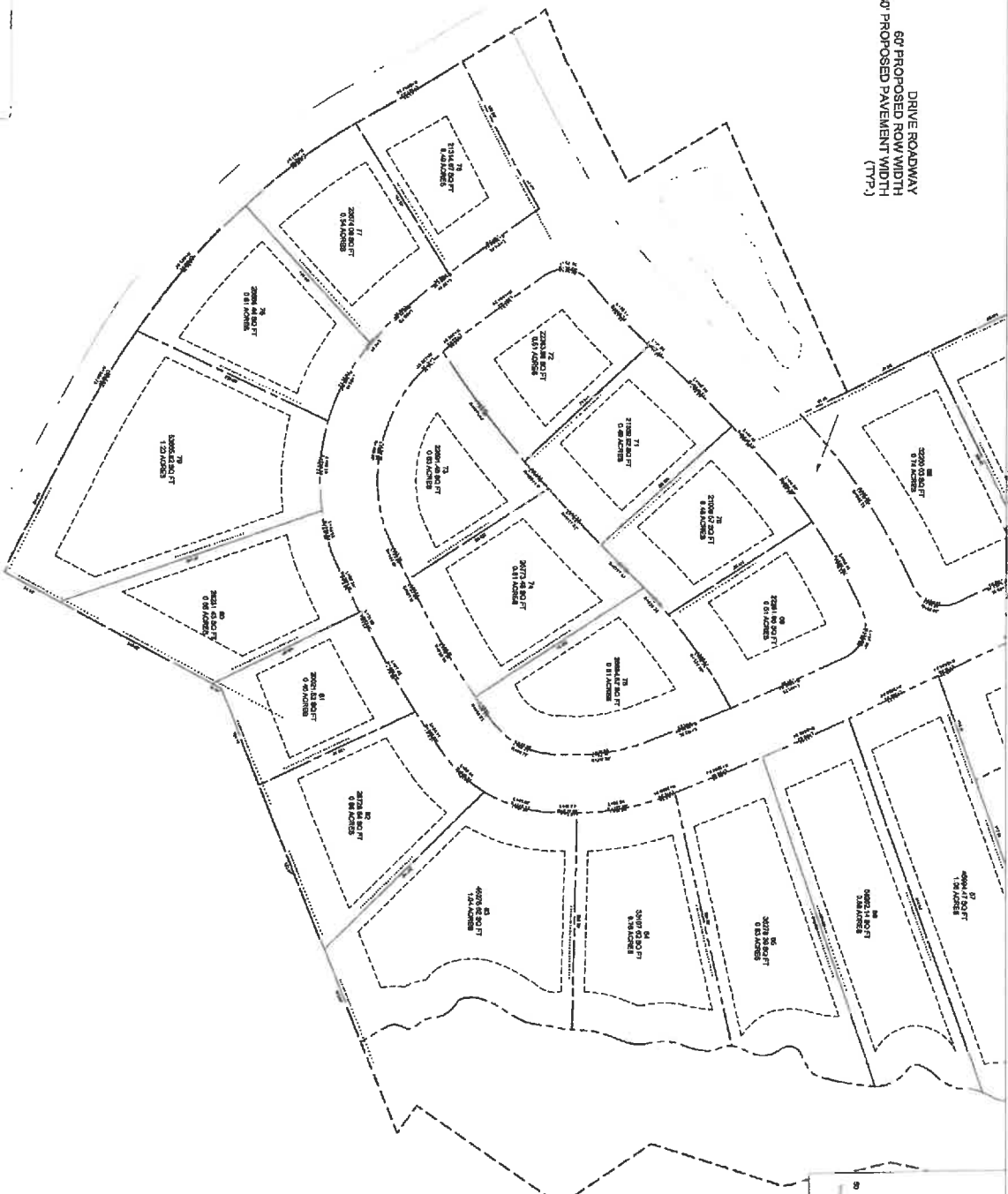
NO.	REVISION	DATE

NICHOLS ENGINEERING, PLLC
 1828 88R TYLER DR. STE 230
 WILMINGTON, NC 28408

910-817-7882
 NCEBS 9 Firm License Number: P-2006
 NC PE License #: D46462
<http://nicholseng.com>

LEGEND
 - - - - - PROPOSED BOUNDARY
 - - - - - PROPOSED PARCEL
 - - - - - EXISTING PARCEL
 - - - - - CENTERLINE

DRIVE ROADWAY
 50' PROPOSED ROW WIDTH
 30' PROPOSED PAVEMENT WIDTH
 (TTP-)



DATE: 08/01/2024
 SCALE: AS SHOWN
 DRAWN: JAV
 CHECKED: ZAV
 PROJECT NO.
 SHEET:
 CS105

THE VILLAGE AT OLD STAGE ROAD ERWIN, NC HARNETT COUNTY BRG DEVELOPMENT		
PROPOSED CONCEPT		
NO.	REVISION	DATE

NICHOLS ENGINEERING, PLLC
 1828 9th TYLER DR. STE 200
 WILKINSON, NC 27606
 910-617-7583
 MOBILE Firm License Number: P-2006
 NC PE License #: 045483
<http://nicholsengr.com>

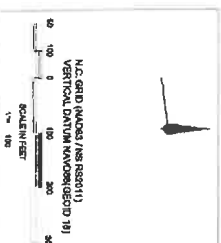


AVERY RD

OLD STAGE RD

Legend

- Open Soil Map Unit. These soils should be considered suitable for subsurface shallow conventional systems, low pressure drip systems, and other innovative approved systems. These soils are coarse loams over fine loams with a seasonal high water table from 36-36 inches from the existing ground surface. The bearing ratio is 0.4-0.6 (geological) (~415 acres)
- Very Poor Soil Map Unit. These soils should be considered potentially suitable for subsurface conventional systems, low pressure drip systems, and other innovative approved systems. These soils are coarse loams over fine loams with a seasonal high water table from 12-36 inches from the existing ground surface. The bearing ratio is 0.2-0.4 (geological) (~104 acres)
- Change Soil Map Unit. These soils should be considered potentially suitable for low pressure drip systems, and other innovative approved systems. These soils are coarse loams over fine loams with seasonal high water table from 36-36 inches from the existing ground surface. The bearing ratio is 0.2-0.4 (geological) (~104 acres)
- Red Soil Map Unit. Lowery sands over coarse fine loams and very shallow and wetlands, or variable, indicating problems. These soils should be considered unsuitable for all types of wastewater systems. Indicators of old wetlands may be found within the map unit. (~18.0 acres)
- Blue Patterned Map Unit. Potential jurisdictional wetlands. City a formal wetland delineation with CDE approval will determine the actual extent of old wetlands within the map unit. (~4.0 acres)
- Appeximate Boring locations (215 borings)
- Ditch: NR1 Requires a 25ft horizontal setback (~1200 ft)
- Parcel Boundary



DATE: 08/14/11
SCALE: AS SHOWN
DRAWN: JAT
CHECKED: ZLN
PROJECT NO.: SS101



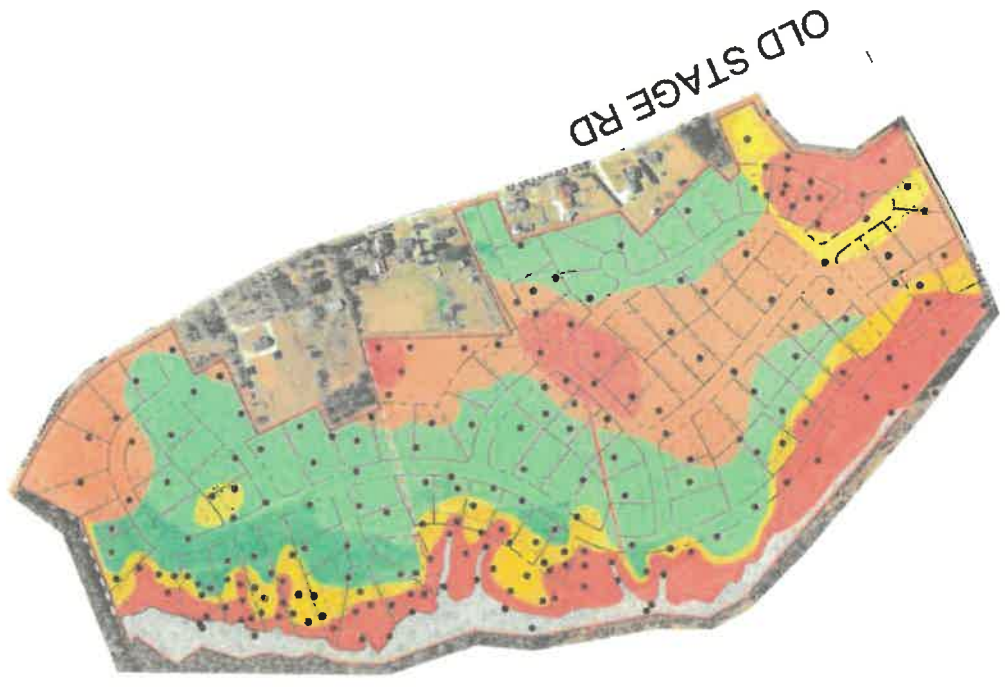
THE VILLAGE AT OLD STAGE ROAD
ERWIN, NC
HARRITT COUNTY
BRO DEVELOPMENT

SOIL MAP AND LEGEND

NO.	REVISION	DATE

NICHOLS ENGINEERING, PLLC
1828 SRR TYLER DR. STE 230
WILMINGTON, NC 28403
910-617-7893
MODEL: E Plan License Number: P-2008
NO PE License #: 045493
<http://nicholsengpllc.com/>

OLD STAGE RD
AVERY RD



Legend

- Green Soil Map Unit. These soils should be considered suitable for septic absorption systems, low pressure pipe systems, and other septic absorption systems. These soils are sand, over fine loam with seasonal high water table from 12-20 inches from the surface. The bearing rate for these soils are 0.4-0.6 gal/day/ft² (1-10 ft/sec).
- Yellow Soil Map Unit. These soils should be considered potentially suitable for septic absorption systems, low pressure pipe systems, and other septic absorption systems. These soils are sand, over fine loam with seasonal high water table from 12-20 inches from the surface. The bearing rate for these soils are 0.4-0.6 gal/day/ft² (1-10 ft/sec).
- Orange Soil Map Unit. These soils are sand, over fine loam with seasonal high water table from 20-24 inches from the surface. The bearing rate for these soils are 0.4-0.6 gal/day/ft² (1-10 ft/sec).
- Red Soil Map Unit. Loamy sands over coarse fine loam and silt, with seasonal high water table from 20-24 inches from the surface. The bearing rate for these soils are 0.4-0.6 gal/day/ft² (1-10 ft/sec).
- Blue Soil Map Unit. Seasonal high water table. Only a formal water table determination can determine the actual extent of blue wetlands within the map unit. (1-5 ft below)
- Approximate Boring location (216 borings)
- Parcel Boundary
- Old, WA Region a 25ft horizontal setback (-128ft 8in)



N.C. GEO. (NAD83) (NAD 83) (NAD 83)
VERTICAL DATUM NAVD83 (GEOID 181)
SCALE IN FEET
7.5 150

DATE: APPROX. 11/11/11
SCALE: AS SHOWN
DRAWN: JAT
CHECKED: ZJA
PROJECT NO.:
SHEET: SS101

THE VILLAGE AT OLD STAGE ROAD
ERWIN, NC
HARNETT COUNTY
BRG DEVELOPMENT

SOIL MAP AND LEGEND

NO.	REVISION	DATE

NICHOLS ENGINEERING, PLLC
1828 SIX TYLER DR. STE 250
WILMINGTON, NC 28405
NC PE License #: 045483
http://nicholseng.com

010-617-7953
NCELS6 Firm License Number P-2006

Turlington-Johnson Land Partners

P.O. Box 1027
Dunn, NC 28335

July 17, 2024

Mr. Dylan Eure
Town Planner
100 West F. St.
Erwin, NC 28339

RE: Owner's Authorization for Proposed Development at Old Stage Road and Avery Road

Dear Mr. Eure

We hereby give consent to the below referenced agent/applicant to act on our behalf, to submit application, all required materials and documents and to attend all meetings and represent us at all meeting and hearings pertaining to all processes associated with the development and approval of the above referenced project as related to the parcels identified by the attached.

AGENT/APPLICANT INFORMATION:

Name – Mark W. Gramling
Vice President Land Development
BRG Development, LLC

Address - 3314 Jaeckle Dr., Unit 120
Wilmington, NC 28403

OWNER'S AUTHORIZATION:

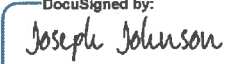
Turlington-Johnson Land Partners

a North Carolina Partnership

By: 
9B5A2F025BC247C...

Name: Stuart Turlington

Date: _____

DocuSigned by:

1419A06ECEB5404

Name: Joseph Johnson

Date: _____

DocuSigned by:

Edward Johnson

1419A06FCEB5404...

By: _____

Name: Edward Johnson

Date: _____

STEPHEN M. BUFFKIN FAMILY LIMITED
13148 NC HWY 210 Benson
Benson, North Carolina 27504

July 17, 2024

Mr. Dylan Eure
Town Planner
100 West F. St.
Erwin, NC 28339

RE: Owner's Authorization for Proposed Development at Old Stage Road and Avery Road

Dear Mr. Eure

We hereby give consent to the below referenced agent/applicant to act on our behalf, to submit application, all required materials and documents and to attend all meetings and represent us at all meeting and hearings pertaining to all processes associated with the development and approval of the above refenced project as related to the parcels identified by the attached.

AGENT/APPLICANT INFORMATION:

Name – Mark W. Gramling
Vice President Land Development
BRG Development, LLC

Address - 3314 Jaeckle Dr., Unit 120
Wilmington, NC 28403

OWNER'S AUTHORIZATION:

Stephen M. Buffkin Family Limited Partnership
a North Carolina limited partnership

By: Stephen M. Buffkin S.P.

Name: Stephen Buffkin

Date: 7/22/2024

We trust this request meets with your approval and look forward to working with you.

MINUTES CONTINUED FROM OCTOBER 28, 2024

office/clubhouse alongside amenities such as a pool, a basketball court, and an outdoor grilling station. As for additional upgrades needed, Harnett Regional Water stated that the waterline on Pope Street would need to be extended over to Professional Park.

Mayor Baker asked if any aspect of the proposed apartment complex commercial such as job creation or retail establishment, or was it strictly residential?

Town Planner stated there was no commercial aspect to his knowledge. He did assume there would be job creation for the leasing office but with the apartments themselves, no.

Mayor Baker stated that our Future Land Use Plan zoned this area for commercial mixed-use

The consensus of the Board was to move forward with the Public Hearing for this request at the Regularly Scheduled Board Meeting in November.

HWY 421 Overlay

Town Planner Dylan Eure stated on the HWY 421 Overlay provided, the Board could see that was what would be implemented on GIS. This overlay would ensure that businesses are built to the same standard and also making sure that unit would be facing the nearest right of way. This overlay would limit building materials and include additional landscaping standards, parking standards, signage standards, sidewalks, and streetscaping.

Mayor Baker asked inquired in Town Planner Dylan Eure gave written notification to the surrounding property owners.

Town Planner Dylan confirmed that he did send public notice letters to all adjacent property owners.

Mayor Baker asked if there was any feedback from business owners

Town Planner Dylan stated Michael Jackson, owner of Zaxby's, and David Bradham, owner of Bradham Chiropractic, came and spoke on the overlay and asked questions but no one was against the overlay.

The consensus of the Board was to move forward with scheduling the Public Hearing for this request at the Regularly Scheduled Board Meeting in November.

Encroachment Text Amendment

Town Planner Dylan Eure stated he spoke with Mr. Johnson about the encroachment process and he chose to move forward with an encroachment text amendment which is the same as when it was originally presented but it did limit the encroachment to one area. It also removed the possibility of placing it in an NCDOT right way, limiting it to only Town-owned roads. He asked the Board to take notice to the letter from the engineer.

The consensus of the Board was to move forward with the Public Hearing for this request at the Regularly Scheduled Board Meeting in November.



TOWN OF ERWIN

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

11/7/2024

ZT-2024-005 Memorandum

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

Rezoning Description

The Town of Erwin has received a request to rezone a group of seven (7) parcels located off U.S. 421 (E Jackson Blvd) on Professional Park to an R-6 conditional zoning district to allow for multi-family dwellings. Said parcel's total size is approximately 8.8 acres. According to the attached site plan the applicant wishes to construct 5 apartment buildings totaling 120 units and 264 bedrooms, with a leasing office/clubhouse alongside amenities such as a pool, a basketball court, and an outdoor grilling station. The applicant has also included a traffic study per the request of the Board of Commissioners and said study would require no additional road upgrades per NCDOT standards. According to the proposed site plan and all of the accompanying documents the applicant has meet all development regulations.

Property Description

Seven vacant parcels totaling approximately 8.8 acres off US 421 (East Jackson Blvd.) on Professional Park within Erwin's corporate limits. According to Harnett County GIS there are both sewer and water lines accessible to all properties. The water is a 6-inch main line that goes down Professional Park and turns into a 2-inch water line about halfway down. According to Harnett Regional Water in order to accommodate for such style of development the 6-inch water main on Pope St. would need to be extended to connect to the existing 6-inch main on Professional Pk. to ensure adequate flow. The sewer that is accessible to the properties is a gravity-fed line that has no additional pumps to control the flow of sewer for the property. In addition, there are no wetlands, ponds, or open water sources on any of the proposed sites nor are there any flood zones or watersheds affected by the property. Due to the site being greater than 1 acre before any zoning permits could be issued the applicant will have to provide approved stormwater and soil/erosion permits from the North Carolina Department of Environmental Quality. All property is under the ownership of Rabbit Construction Inc. of which Gregorio Escarcega is the owner.

Findings of Fact

The requested rezoning from being B-2 to an R-6 conditional district with special uses for multi-family dwellings is compatible with all of the Town of Erwin's regulatory documents.

According to Erwin's 2023 Land Use Plan, the areas along 421 would be the best fit for high-density residential developments which include apartment complexes. It is recommended that this conditional zoning district be **approved**.

Regards,

Dylan Eure
Town Planner



Application for an Amendment To The Official Zoning Map of Erwin, NC

Staff Only: Zoning Case # Z-2024-005
Fee: W Check # MO Cash
PB Recommendation: A D A/W Conditions
BOC Date: Decision: A D T A/W Conditions

Print Applicant Name: Gregorio Jurado Escarcega

Name of Legal Property Owner Rabbit Construction Inc.

Location of Property: 40 Professional Park Erwin NC, 100 Professional Park Erwin, NC, 140 Professional Park Erwin, NC, 137 Professional Park Erwin, NC, 119 Professional Park Erwin, NC, 87 Professional Park Erwin, NC, 51 Professional Park Erwin, NC

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

Zoning change requested from B-2 Highway Business to R-6 Residential with special

If Conditional District, note conditions: residential buildings, 5 condition use for multifamily dwelling, 5
120 units

Harnett County Tax Map PIN: 1507-33-1583, 1507-23-9378, 1507-23-7207, 1507-23-7068, 1507-33-0088, 1507-33-2136, 1507-33-3278

Property Owners of the Area Requested and Addresses: (If more space is required, please attach to this document separately) (See attached Exhibit A)

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

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

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

Gregorio Jurado
Signature of Applicant

919 559-1644
Contact Number

121 Britt Valley rd Raleigh NC 2763
Mailing Address of Applicant

Handwritten notes:
condition use for multifamily dwelling, 5
residential buildings, 5
120 units
facility containing a
pool
grilling station

Exhibit "A"

Property Owners of the Area Requested and Addresses:

Areas Involved:

Address	Current Legal Description	Owner	Mailing Address
40 Professional Park Erwin, NC 28339	LT#9 RIVERSIDE PROF PARK MAP#2005-715	Rabbit Construction Inc.	121 Britt Valley Rd Raleigh, Nc 27603-8024
100 Professional Park Erwin, NC 28339	LT#8 RIVERSIDE PROF PARK MAP#2005-715	Rabbit Construction Inc.	121 Britt Valley Rd Raleigh, Nc 27603-8024
140 Professional Park Erwin, NC 28339	LT#7 RIVERSIDE PROF PARK MAP#2005-715	Rabbit Construction Inc.	121 Britt Valley Rd Raleigh, Nc 27603-8024
137 Professional Park Erwin, NC 28339	LT#6 RIVERSIDE PROF PARK MAP#2005-715	Rabbit Construction Inc.	121 Britt Valley Rd Raleigh, Nc 27603-8024
119 Professional Park Erwin, NC 28339	LT#4 RIVERSIDE PROF PARK MAP#2005-715	Rabbit Construction Inc.	121 Britt Valley Rd Raleigh, Nc 27603-8024
87 Professional Park Erwin, NC 28339	LT#3 RIVERSIDE PROF PARK MAP#2005-715	Rabbit Construction Inc.	121 Britt Valley Rd Raleigh, Nc 27603-8024
51 Professional Park Erwin, NC 28339	LT#2 RIVERSIDE PROF PARK MAP#2005-715	Rabbit Construction Inc.	121 Britt Valley Rd Raleigh, Nc 27603-8024

Adjacent Areas & Areas within 100 FT.

Address	Current Legal Description	Owner	Mailing Address
133 Professional Park Erwin, NC 28339	LT#5 RIVERSIDE PROF PARK MAP#2005-715	Erwin Mob Partners, LLC	3048 Cone Manor Ln Raleigh, NC 27613- 6604
25 Professional Park Erwin, NC 28339	LOT#1 GRAVITY COMPANIES LLC MAP#2024-70 Previously referred to as: LT#1 RIVERSIDE PROF PARK 1.341ACS MAP#2013-196	Kenneth Leon Stough and Patti Jean Stough Corzine, as CO-Trustees of the Leon and Shelby Stough Irrevocable Trust dated May 9, 2019	178 Wintercrest Drive Concord, NC 28025- 9244
413 E Jackson Blvd Erwin, NC 28339	7.2 ACRES R L TAYLOR & BRYANT	Michael Jefferson Wood	1431 Bailey Rd Coats, NC 27521-9677
408 E Jackson Blvd Erwin, NC 28339	1.93ACS HWY 421	Southeastern Properties of Buies Creek	PO Box 4200 Buies Creek, NC 27506
46 Shriji Ln Erwin, NC 28339	LT#2 NARAYANSWARUP INC MAP#2006-411	Gravity Erwin I, LLC	P.O. Box 2107 Elizabethtown, NC 28337
45 Shriji Ln Erwin NC 28339	LT#3 NARAYANSWARUP INC MAP#2006-411	45 Shriji Ln Erwin Nc LLC	81 Suttons Lane Piscataway, NJ 08854
111 Pope St Erwin, NC 28339	LOT#8-9 WONDERTOWN 100X150	Pineda Hoguer Piedra	111 Pope St Erwin, NC 28339-2413
112 Pope St Erwin, NC 28339	LOT#10 WONDERTOWN 50X150	Brian Keith Page & Crystal Underwood Page	10165 Timothy Rd Dunn, NC 28334-9769

110 Pope St Erwin, NC 28339	1 LOT #11 50X150 WONDERTOWN HT	John Duncan Stewart	401 W A St Erwin, NC 28339-2509
Pope St NC	PT/LTS 12&15 20X150 & 50 X 116	John Duncan Stewart	401 W A St Erwin, NC 28339-2509
110 Pope St Erwin, NC 28339	LOTS 16 17 18 164.8X132.5	Rhonda Lee Stewart	110 POPE St Erwin, NC 28339-2414
302 Wondertown Dr Erwin, NC 28339	LT#22 JERNIGAN MB4/34 94X220 MB4P34	Kimber Group, LLC	PO BOX 181 Erwin, NC 28339-0181
301 Wondertown Dr Erwin, NC 28339	LOT#A SHIRLEY B & DEWEY JOHNSON MAP#2019-49	Jeremy R Grady	301 Wondertown Dr. Erwin, NC 28339
206 Morgan St Erwin, NC 28339	8 LOTS TAYLOR 75X125	Joyce N. Parnell	204 Morgan Street Erwin, NC 28339-0000
Wondertown Dr NC	5 LOTS R L TAYLOR 125X210 (.6AC)	Zoraida Del Carmen Martinez Meza & Humberto Medellin Paz	114 1st Street Erwin, NC 28339
Wondertown Dr NC	4 LOTS TAYLOR 110X210 (.58AC)	Zoraida Del Carmen Martinez Meza & Humberto Medellin Paz	114 1st Street Erwin, NC 28339
1st St Erwin, NC 28339	6 LOTS DAVID BYRD (0.72AC) 150X210 MB#6-110	Zoraida Del Carmen Martinez Meza	114 1st Street Erwin, NC 28339

Exhibit B



Blue lines outline any adjacent areas and areas within 100 ft of the affected areas



Green lines outline any areas involved in the requested project

Matthew S. Willis Register of Deeds

Harnett County, NC

Electronically Recorded

06/23/2022 04:40:53 PM

NC Rev Stamp: \$159.00

Book: 4156 Page: 956 - 957 (2) Fee: \$26.00

Instrument Number: 2022103549

HARNETT COUNTY TAX ID#
061507 0107 09

06-23-2022 BY TC

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$159.00

Parcel Identifier No. 061507 0107 09 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Currie Tee Howell, Adams, Howell, Sizemore & Adams, P.A.

Brief description for the Index: Lot 6, Riverside Professional Park

THIS DEED made this 16th day of June, 2022, by and between

GRANTOR

GRANTEE

Kurt G. Vernon, M.D., P.A.,
(a North Carolina professional corporation)
(aka Kurt G. Vernon, MDPA,
Inc., a North Carolina corporation)
3412 Birk Bluff Court
Raleigh, NC 27601

Rabbit Construction Inc.,
a North Carolina corporation

121 Britt Valley Road
Raleigh, NC 27603

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

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

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

BEING ALL OF LOT 6, RIVERSIDE PROFESSIONAL PARK AS RECORDED IN MAP NUMBER 2005-715 AND RE-RECORDED IN MAP NUMBERS 2006-349 AND 2007-262, HARNETT COUNTY REGISTRY.

Submitted electronically by Adams, Howell, Sizemore & Adams, P.A. in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Harnett County Register of Deeds.

All or a portion of the property herein conveyed includes or X does not include the primary residence of a Grantor.

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

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

This conveyance is expressly made subject to the lien created by all the Grantors' real 2022 Harnett County ad valorem taxes on said tract of land which the Grantee(s) agree to assume and pay in full when due.

Subject to all easements, rights-of-way, covenants and other restrictions as shown on the public record or as would be disclosed by an accurate survey and inspection of the land.

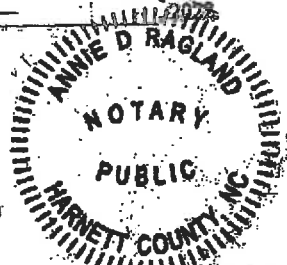
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above-written.

GRANTOR(S):

Kurt G. Vernon, M.D., P.A., (a North Carolina professional corporation) (aka Kurt G. Vernon, MDPA, Inc., a North Carolina corporation)

By: [Signature] (SEAL)
Kurt G. Vernon, President

State of North Carolina - County or City of Harnett
I, the undersigned Notary Public of the County or City of Harnett and State aforesaid, certify that Kurt G. Vernon personally came before me this day and acknowledged that he is the President of Kurt G. Vernon, M.D., P.A. (a North Carolina professional corporation) (aka Kurt G. Vernon, MDPA, Inc., a North Carolina corporation), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 19 day of June



Annie D. Ragland
Annie D. Ragland
Notary's Printed or Typed Name
My Commission Expires: May 10 2025

(Affix Seal)

Matthew S. Willis Register of Deeds
Harnett County, NC
Electronically Recorded
06/23/2022 04:40:52 PM
Book: 4156 Page: 953 - 955 (3)
Instrument Number: 2022103548

NC Rev Stamp: \$509.00
Fee: \$26.00

HARNETT COUNTY TAX ID#
061507 0107 06 & others

06-23-2022 BY TC

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$509.00

Parcel Identifier No. 061507 0107 06; 061507 0107 07 & 061507 0107 12 Verified by _____ County on the
____ day of _____, 20__

By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Currie Tee Howell, Adams, Howell, Sizemore & Adams, P.A.

Brief description for the Index: Lots 3, 4 & 9, Riverside Professional Park

THIS DEED made this 19th day of June, 2022, by and between

GRANTOR

GRANTEE

BPRV, LLC, a North Carolina
limited liability company

Rabbit Construction, Inc.,
a North Carolina corporation

904-D W. Broad Street
Dunn, NC 28334

121 Britt Valley Road
Raleigh, NC 27603

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

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

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

See attached Exhibit A

All or a portion of the property herein conveyed ___ includes or does not include the primary residence of a Grantor.

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

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

This conveyance is expressly made subject to the lien created by all the Grantors' real 2022 Harnett County ad valorem taxes on said tract of land which the Grantee(s) agree to assume and pay in full when due.

Subject to all easements, rights-of-way, covenants and other restrictions as shown on the public record or as would be disclosed by an accurate survey and inspection of the land.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

GRANTOR(S):

BERV, LLC, a North Carolina limited liability company

By: [Signature] (SEAL)
Kurt G. Vernon, Manager

State of North Carolina - County or City of Harnett and State aforesaid, certify that Kurt G. Vernon personally came before me this day and acknowledged that he is the Manager of BERV, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 10 day of June, 2022.

Annie D. Ragland
Annie D. Ragland
Notary's Printed or Typed Name
My Commission Expires: May 10 2025

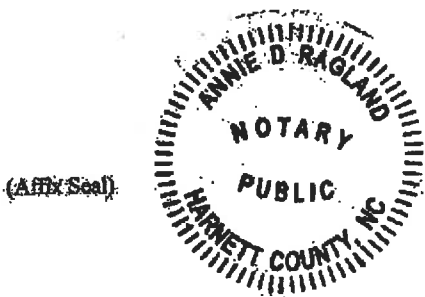


EXHIBIT "A"

TRACT 1

BEING ALL OF LOT 3, RIVERSIDE PROFESSIONAL PARK AS RECORDED IN MAP NUMBER 2005-715 AND RE-RECORDED IN MAP NUMBERS 2006-349 AND 2007-262, HARNETT COUNTY REGISTRY.

PROPERTY ADDRESS: 87 PROFESSIONAL PARK ERWIN NC 28339 PARCEL #061507 0107 06

TRACT 2

BEING ALL OF LOT 4, RIVERSIDE PROFESSIONAL PARK AS RECORDED IN MAP NUMBER 2005-715 AND RE-RECORDED IN MAP NUMBERS 2006-349 AND 2007-262, HARNETT COUNTY REGISTRY.

PROPERTY ADDRESS: 119 PROFESSIONAL PARK ERWIN NC 28339 PARCEL #061507 0107 07

TRACT 3

BEING ALL OF LOT 9, RIVERSIDE PROFESSIONAL PARK AS RECORDED IN MAP NUMBER 2005-715 AND RE-RECORDED IN MAP NUMBERS 2006-349 AND 2007-262, HARNETT COUNTY REGISTRY.

PROPERTY ADDRESS: 40 PROFESSIONAL PARK ERWIN NC 28339 PARCEL #061507 0107 12

Matthew S. Willis Register of Deeds
Harnett County, NC
Electronically Recorded
06/23/2022 04:40:55 PM
Book: 4156 Page: 960 - 961 (2)
Instrument Number: 2022103551

NC Rev Stamp: \$191.00
Fee: \$26.00

HARNETT COUNTY TAX ID#
061507 0107 10

06-23-2022 BY TC

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$191.00

Parcel Identifier No. 061507 0107 10 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Currie Tee Howell, Adams, Howell, Sizemore & Adams, P.A.

Brief description for the Index: Lot 7, Riverside Professional Park

THIS DEED made this 17th day of June, 2022, by and between

GRANTOR

GRANTEE

Gizmo Realty, LLC, a North
Carolina limited liability company

Rabbit Construction, Inc.,
a North Carolina corporation

100 S. 10th Street
Lillington, NC 27546

121 Britt Valley Road
Raleigh, NC 27603

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

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

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

BEING ALL OF LOT 7, RIVERSIDE PROFESSIONAL PARK AS RECORDED IN MAP NUMBER 2005-715 AND RE-RECORDED IN MAP NUMBERS 2006-349 AND 2007-262, HARNETT COUNTY REGISTRY.

All or a portion of the property herein conveyed ___ includes or does not include the primary residence of a Grantor.

NC Bar Association Form No. 3 © Revised 7/2013
Printed by Agreement with the NC Bar Association
North Carolina Bar Association – NC Bar Form No. 3
North Carolina Association of Realtors, Inc. – Standard Form 3

Submitted electronically by Adams, Howell,
Sizemore & Adams, P.A. in compliance with North
Carolina statutes governing recordable documents
and the terms of the submitter agreement with the
Harnett County Register of Deeds.

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

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

This conveyance is expressly made subject to the lien created by all the Grantors' real 2022 Harnett County ad valorem taxes on said tract of land which the Grantee(s) agree to assume and pay in full when due.

Subject to all easements, rights-of-way, covenants and other restrictions as shown on the public record or as would be disclosed by an accurate survey and inspection of the land.

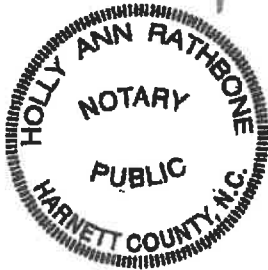
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

GRANTOR(S):

Gizmo Realty, LLC, a North limited liability company

By: [Signature] (SEAL)
Rodolfo C. Reyes, Member/Manager

State of NC - County or City of Harnett
I, the undersigned Notary Public of the County or City of Harnett and State aforesaid, certify that Rodolfo C. Reyes personally came before me this day and acknowledged that he is the Member/Manager of Gizmo Realty, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 17 day of June, 2022.



[Signature]
Holly Ann Rathbone
Notary's Printed or Typed Name
My Commission Expires: 9/27/23

(Affix Seal)

Matthew S. Willis Register of Deeds
Harnett County, NC
Electronically Recorded

HARNETT COUNTY TAX ID#
061507 0107 05

02/27/2023 11:54:30 AM NC Rev Stamp: \$300.00
Book: 4183 Page: 1839 - 1840 (2) Fee: \$26.00
Instrument Number: 2023002859

02-27-2023 BY TC

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$300.00

Parcel Identifier No. 061507 0107 05 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Currie Tee Howell, Adams, Howell, Sizemore & Adams, P.A.

Brief description for the Index: Lot 2, containing 37,919 square feet; Map # 2006-349

THIS DEED made this 27 day of February, 2023, by and between

GRANTOR

GRANTEE

Nicksam, LLC, a North Carolina
limited liability company

Rabbit Construction, Inc., a North Carolina
corporation

4004 Dembridge Drive
Raleigh, NC 27606

121 Britt Valley Road
Raleigh, NC 27603

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

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

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

BEING all of Lot 2, containing 37,909 square feet, as per plat and survey thereof entitled "Survey of Riverside
Professional Park" and recorded in Map # 2006-349, Harnett County Registry, and re-recorded in Map #
2007-262, Harnett County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2387, Page 832.

All or a portion of the property herein conveyed ___ includes or does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Map # 2006-349

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

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

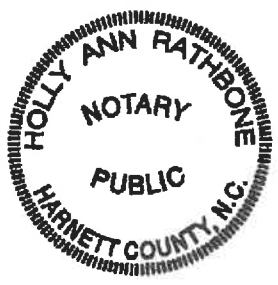
GRANTOR(S):

Nicksam, LLC, a North Carolina
limited liability company

By: [Signature] (SEAL)
Suresh K. Alahari, Manager

State of nc - County or City of Harnett
I, the undersigned Notary Public of the County or City of Harnett and State aforesaid, certify that Suresh K. Alahari personally came before me this day and acknowledged that he is the Manager of Nicksam, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 27 day of February, 2023.

Holly Ann Rathbone
Holly Ann Rathbone
Notary's Printed or Typed Name
My Commission Expires: 8/27/23



(Affix Seal)

Matthew S. Willis Register of Deeds
Harnett County, NC
Electronically Recorded
06/23/2022 04:40:54 PM
Book: 4156 Page: 958 - 959 (2)
Instrument Number: 2022103550

NC Rev Stamp: \$212.00
Fee: \$26.00

HARNETT COUNTY TAX ID#
061507 0107 11

06-23-2022 BY TC

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$212.00

Parcel Identifier No. 061507 0107 11 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Currie Tee Howell, Adams, Howell, Sizemore & Adams, P.A.

Brief description for the Index: Lot 8, Riverside Professional Park

THIS DEED made this 15th day of June, 2022, by and between

GRANTOR

GRANTEE

KOMVISH, LLC, a North
Carolina limited liability company

Rabbit Construction, Inc., a
North Carolina corporation

4020 Chaumont Drive
Apex, NC 27539

121 Britt Valley Road
Raleigh, NC 27603

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

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

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

BEING ALL OF LOT 8, RIVERSIDE PROFESSIONAL PARK AS RECORDED IN MAP NUMBER 2005-715 AND RE-RECORDED IN MAP NUMBERS 2006-349 AND 2007-262, HARNETT COUNTY REGISTRY.

All or a portion of the property herein conveyed ___ includes or does not include the primary residence of a Grantor.

NC Bar Association Form No. 3 © Revised 7/2013
Printed by Agreement with the NC Bar Association
North Carolina Bar Association – NC Bar Form No. 3
North Carolina Association of Realtors, Inc. – Standard Form 3

Submitted electronically by Adams, Howell, Sizemore & Adams, P.A. in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Harnett County Register of Deeds.

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

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

This conveyance is expressly made subject to the lien created by all the Grantors' real 2022 Harnett County ad valorem taxes on said tract of land which the Grantee(s) agree to assume and pay in full when due.

Subject to all easements, rights-of-way, covenants and other restrictions as shown on the public record or as would be disclosed by an accurate survey and inspection of the land.

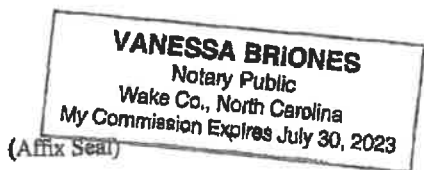
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

GRANTOR(S):

KOMVISH, LLC, a North Carolina limited liability company

By: Rekha J. Parikh (SEAL)
Rekha J. Parikh, Manager

State of NC - County or City of Wake
I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that Rekha J. Parikh personally came before me this day and acknowledged that he is the Manager of KOMVISH, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 15 day of June, 2022.



VB
Vanessa Briones
Notary's Printed or Typed Name
My Commission Expires: July 30, 2023



Date: June 26, 2024
SCALE: 1" = 20'

PROFESSIONAL PARK APARTMENTS

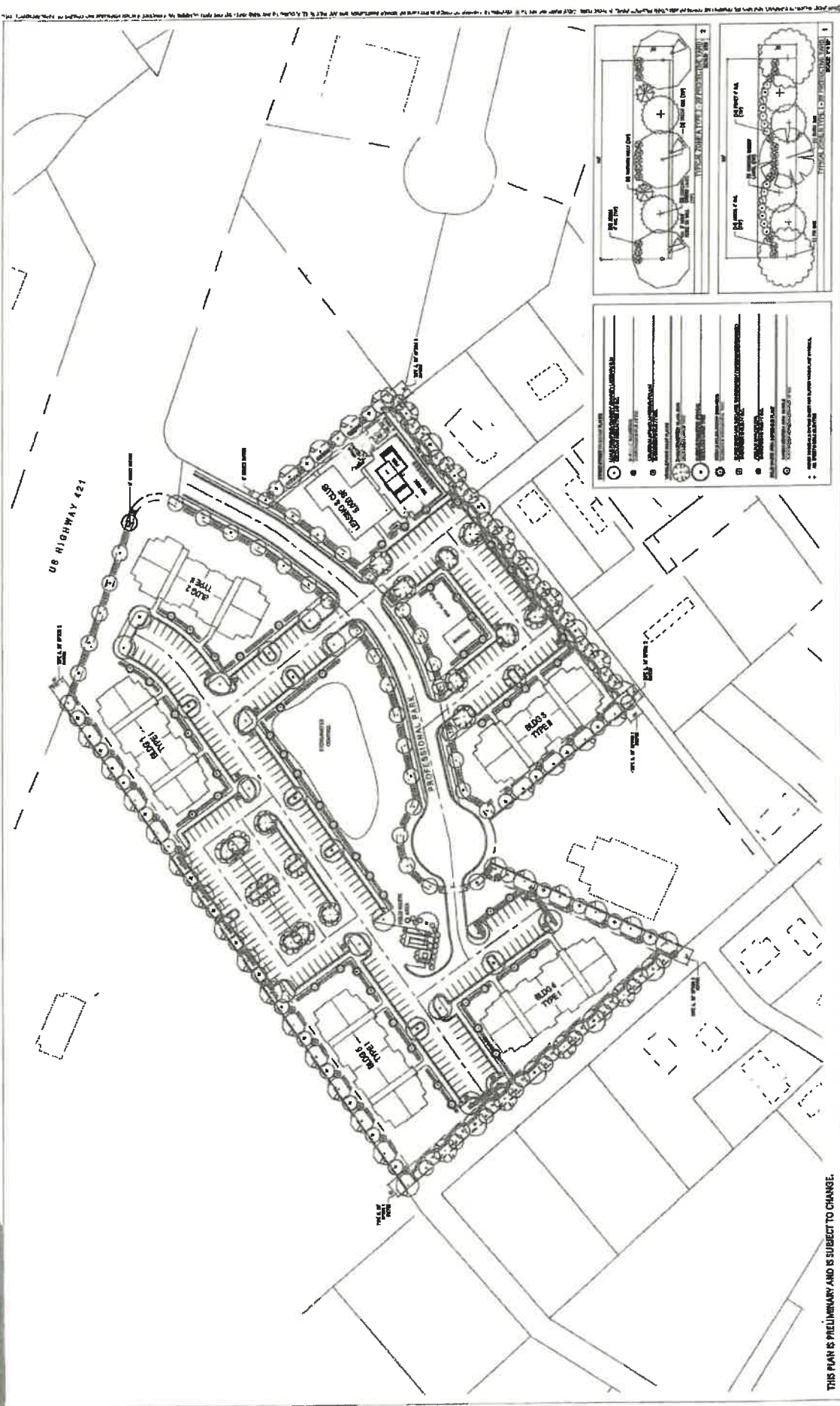
Erwin, North Carolina

THIS PLAN IS PRELIMINARY AND IS SUBJECT TO CHANGE.



JDavis is a registered professional engineering firm in the state of North Carolina. License No. 34976. The seal of the State Board of Engineering and Surveying is hereby acknowledged.

EXHIBIT
D2



PROFESSIONAL PARK APARTMENTS - LANDSCAPE PLAN
Erwin, North Carolina

JDAVIS

1000 W. HARRIS STREET, SUITE 100, ERWIN, NC 28722



DRMP, Inc.
 8210 University Executive Park Drive
 Suite 220, Charlotte, NC 28262

July 12, 2024

Dylan Eure
Town Planner
Town of Erwin
E: deure@erwin-nc.org

Reference: Erwin Apartments – Erwin, NC
Subject: Trip Generation Letter

Dear Mr. Eure:

This letter provides a trip generation summary for the proposed Erwin Apartments development in Erwin, North Carolina. This development is proposed to be located along Professional Park and south of E. Jackson Boulevard. Refer to the attached site location map. The existing site is currently vacant. The proposed site is expected to consist of five (5) separate apartment buildings, containing a total of 120 dwelling units (DU). Site access is provided via the existing right-in/right-out intersection of E. Jackson Boulevard and Professional Park. A preliminary site plan is attached.

Study Area Roadway Summary:

Existing speed limits, typical cross sections, and annual average daily traffic (AADT) volumes for roadways adjacent to the site are summarized in Table 1.

Table 1: Existing Roadway Inventory

Road Name	Route Number	Typical Cross Section	Speed Limit	2021 AADT (vpd)
E. Jackson Boulevard	NC 55	4-lane divided	35/45 mph	15,500

Trip Generation:

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed developments were estimated using methodology contained within the ITE Trip Generation Manual, 11th Edition. Refer to Table 2 for the proposed site trip generation for the proposed development.

Table 2: Trip Generation Summary

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
			Multifamily Housing (Low-Rise) (220)	120 DU	845	14

It is estimated that the proposed development will generate approximately 845 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated 60 trips (14 entering, 46 exiting) will occur during the weekday AM peak hour and 72 trips (45 entering, 27 exiting) during the weekday PM peak hour.

The anticipated trips for the proposed development are expected to be less than the typical threshold NCDOT supports for requiring a Traffic Impact Analysis (TIA) (3,000 trips per day). The Town of Erwin Code of Ordinances does not list a specific threshold of trips for requiring a TIA. This proposed development is anticipated to be under the daily trip thresholds to require a TIA by NCDOT standards.

Findings and Summary:

Based on trip generation results, it is expected that the proposed Erwin Apartments will have minimal impact on the surrounding roadway network. The peak hour trip generation potential for this proposed development is expected to be under the typical threshold for NCDOT to require a TIA. If you should have any questions, please feel free to contact me at (704) 220-6859.

Sincerely,

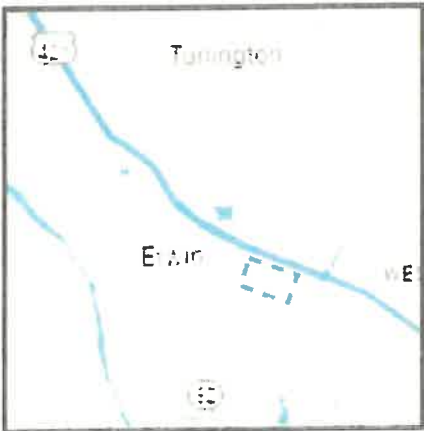


7/12/2024


Dyron Capers, PE
Traffic Analysis Project Manager
DRMP, Inc.
License #F-1524

Attachments

- Site Location Map
- Site Plan



LEGEND

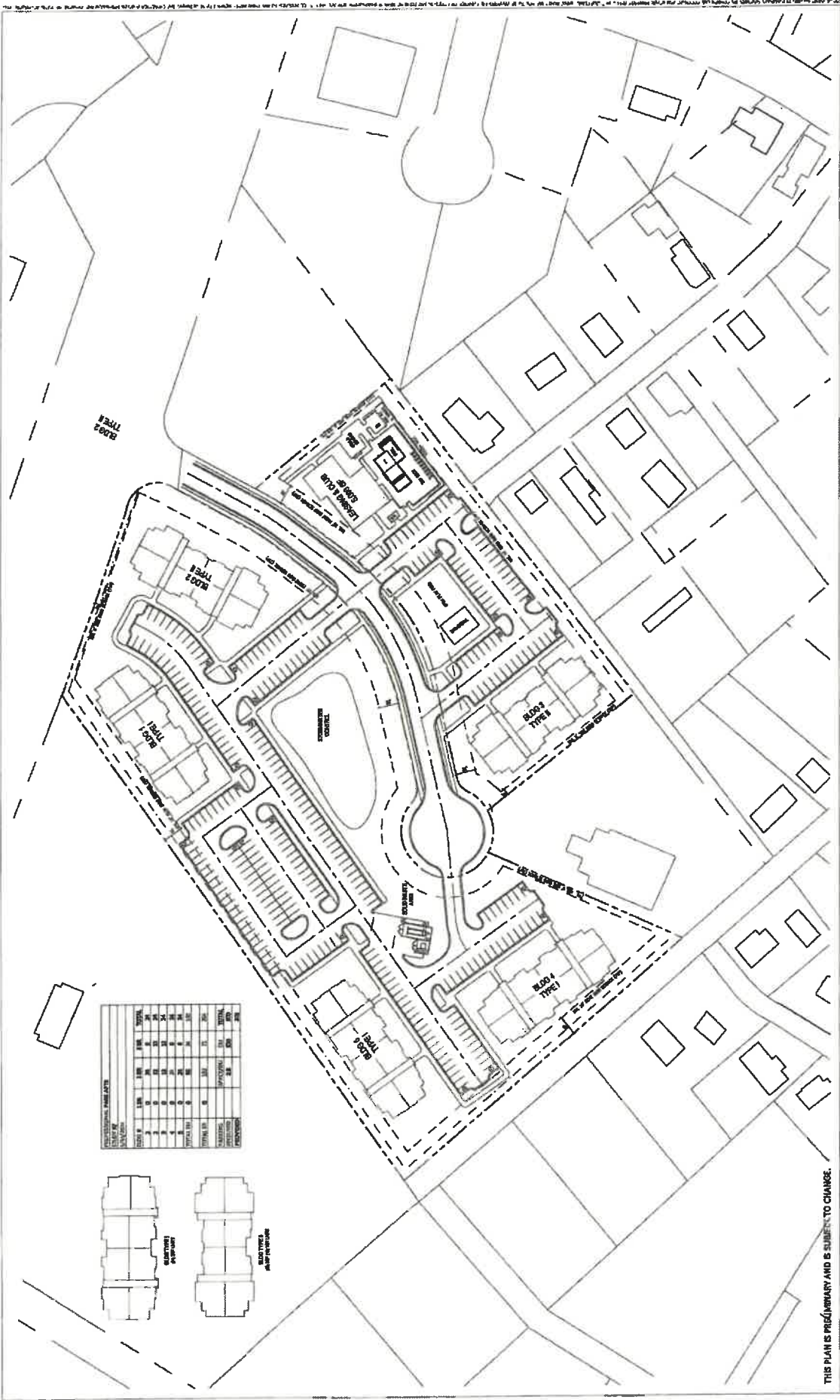
 Study Area



Erwin Apartments
Erwin, NC

Site Location Map

Scale: Not to Scale Figure 1



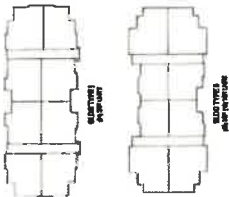
Date: May 31, 2024
 SCALE: 1" = 40'

PROFESSIONAL PARK APARTMENTS - OPTION 7

Erwin, North Carolina

PROFESSIONAL PARK APARTMENTS

UNIT TYPE	NO. OF UNITS	TOTAL SQ. FT.	APPROX. GROSS SQ. FT.	APPROX. NET SQ. FT.	TOTAL SQ. FT.	APPROX. GROSS SQ. FT.	APPROX. NET SQ. FT.
1-BED	100	10,000	10,000	9,000	10,000	10,000	9,000
2-BED	50	15,000	15,000	13,500	15,000	15,000	13,500
3-BED	25	15,000	15,000	13,500	15,000	15,000	13,500
TOTAL	175	40,000	40,000	36,000	40,000	40,000	36,000

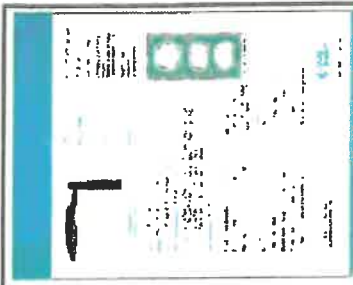


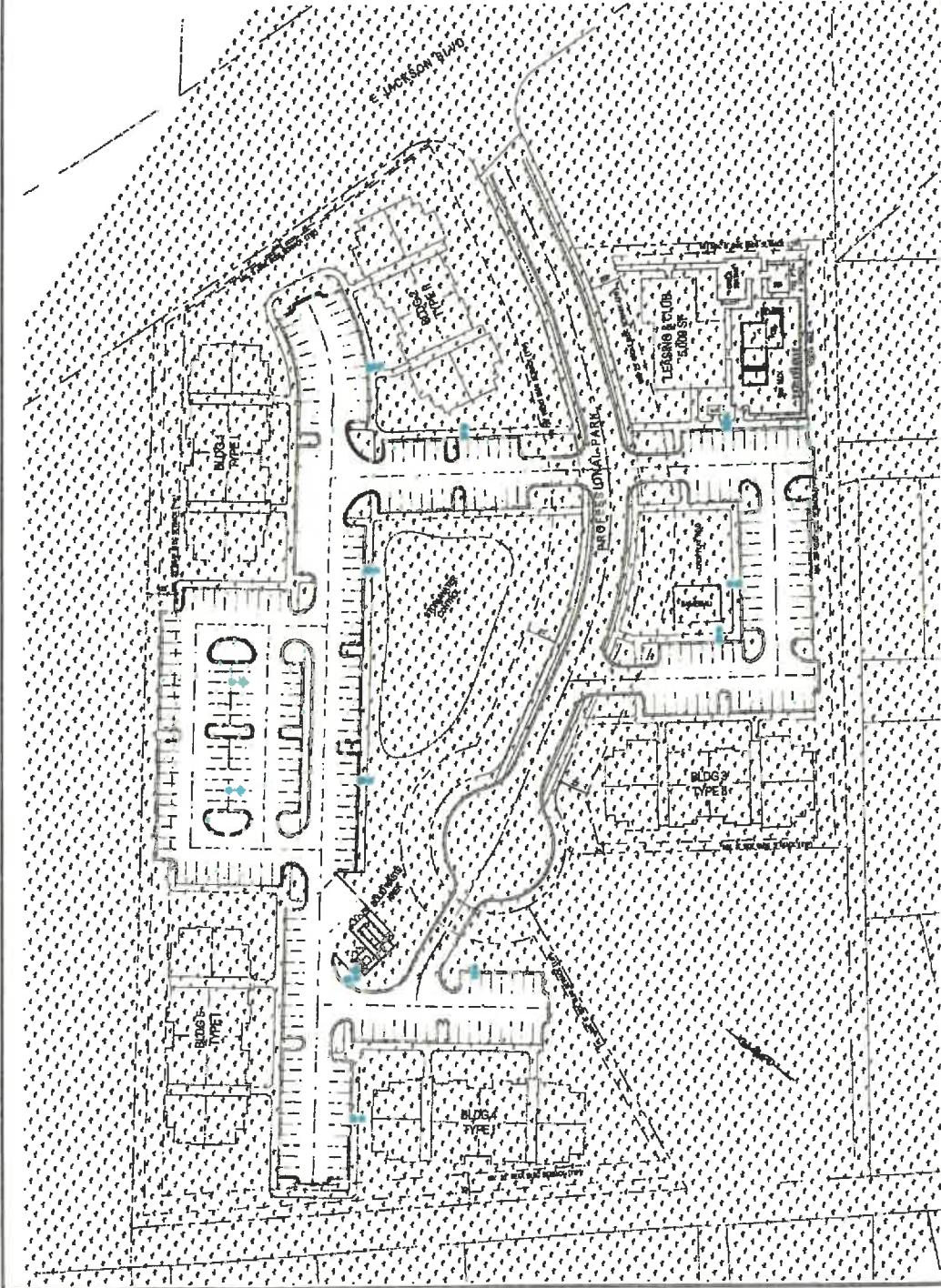
THIS PLAN IS PRELIMINARY AND IS SUBJECT TO CHANGE.



When used in accordance with the JDavis logo, the JDavis logo is the property of JDavis and is used here under license.

EXHIBIT
D4-1





Statistics

Description	Symbol	Avg	Max	Min	MaxMin	Available
Mile Driving		1.116	3.716	0.316	12.811	3.701
BLDG 1A CLUB PARKING		1.116	3.716	0.316	12.811	3.701

Symbol	Qty	Area	Length	Volume
A	1	180	1500	270000
B	1	180	1500	270000
C	2	180	1500	540000

TOWNSHIP OF BERWEN APPROVED

BY:  DATE: 10/1/2011

DESIGNED BY:  DATE: 10/1/2011

CHECKED BY:  DATE: 10/1/2011

DRAWN BY:  DATE: 10/1/2011

SCALE: 1" = 100'

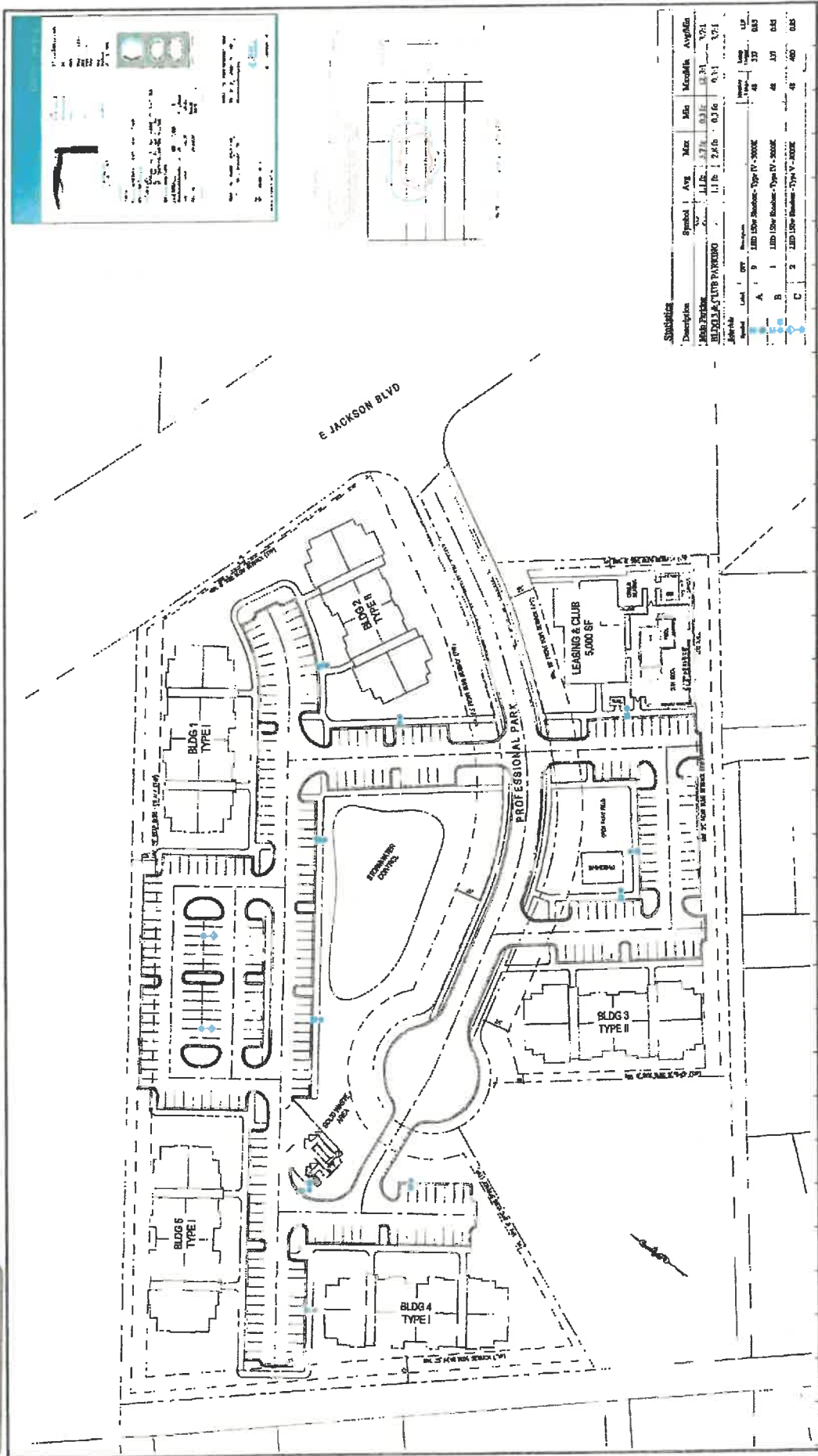
PROJECT NO.: 24-0250A

SHEET NO.: 1 OF 1

DUKE ENERGY. PROGRESS.

NO. DATE REVISION BY

EXHIBIT
D4-2



DUKE ENERGY. PROGRESS.

DESIGNED BY: JAMES HENRY PROGRAM SOLUTIONS
 AUTHORIZED BY: J. Johnson
 DATE: 04/15/11
 DRAWING NO: 24-050A

NO.	DATE	REVISION	BY



Outdoor Lighting



SHOEBOX LED
(Meets Dark Sky Criteria)

LED (Light-emitting diode)	150 220 420 530 watts
Mounting height	25', 30', 35'
Color	Black Bronze Gray White
Pole	Fiberglass (1 or 2 fixtures per pole) Decorative tapered metal Decorative square metal
Applications	Neighborhoods Roadways Shopping centers

Light source: LED (white)

Wattage: 150 | 220 | 420 | 530 watts

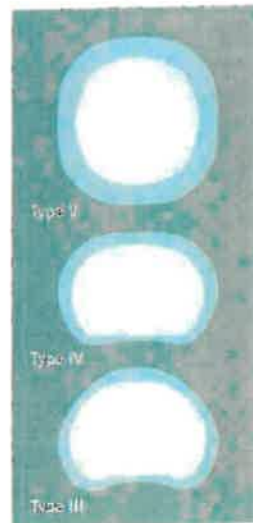
Light pattern: IES Type V | Type IV (forward throw) | Type III

IESNA cutoff classification: Full-cutoff

BUG rating: 150W Type III = B2U0G3 / Type IV = B3U0G4 / Type V = B5U0G3
 220W Type III = B2U0G4 / Type IV = B3U0G4 / Type V = B4U0G3
 420W Type IV = B3U0G5 / Type V = B5U0G5
 530W Type IV = B3U0G5 / Type V = B5U0G5

Color temperature: 4,000K

POLE AVAILABLE	MOUNTING HEIGHT	COLOR
Round tapered decorative metal*	35'	Black, Bronze
Decorative square metal*	25' and 30'	Black, Bronze, Gray, White
Fiberglass	25' and 30'	Black (1 or 2 fixtures per pole) Gray (1 or 2 fixtures per pole)



Light distribution pattern

FEATURES

- Turnkey operation
- Little or no installation cost
- Design services by lighting professionals included
- Maintenance, electricity & warranty included
- One low monthly cost on your electric bill

BENEFITS

- Provides hassle-free installation and service
- Frees up capital for other projects
- Meets industry standards and lighting ordinances
- Eliminates high and unexpected repair bills
- Convenience and savings for you

For additional information, email us at
 ODLCarolinas@duke-energy.com.



BUILDING A SMARTER ENERGY FUTURE®

Duke Energy Progress Area Lighting NC-ALS Leaf No. 570 Estimate



LIGHTING SOLUTIONS

Proposal Date: _____
 Prepared by: _____
 Job Title: _____
 Phone: _____

Business Partner _____
 Street Address _____
 City, State, Zip _____
 Customer Phone: _____
 Contract Account _____
 Installation # _____



Drawing # / Design Description _____
 Service Location of Light(s) _____

Corp. ID#: _____
 Mail Code: _____
 Construction Schedule Date: _____
 WO#: _____

Pricing Changes Effective 10-1-2023

Light Fixture / Pole Type Lumens Watts # Items Monthly Charge* Monthly Cost

Sodium Vapor Area Lights - No Longer Available to New Applicants

Semi-Enclosed, Cutoff Enclosed	9500	100	@	\$12.86	=	-
Post Top (Styles "A", "S" & "M")	9500	100	@	\$12.86	=	-
*Decorative Black Cutoff Enclosed	9500	100	@	\$13.24	=	-
Cutoff Enclosed	16000	150	@	\$15.19	=	-
* Decorative Black Cutoff Enclosed	16000	150	@	\$15.64	=	-
to Existing Matchups (Encl) (Shoebox - No longer Available)	22000	200	@	\$16.91	=	-
*Shoebox Forward Throw (No longer Available)	22000	200	@	\$17.27	=	-
Cutoff Enclosed, Shoebox (Shoebox-No longer Available)	28500	250	@	\$19.60	=	-
*Decorative Black Cutoff Enclosed	28500	250	@	\$20.22	=	-
*Shoebox Forward Throw (No longer Available)	28500	250	@	\$20.18	=	-
Cutoff Enclosed, Shoebox (Shoebox-No longer Available)	50000	400	@	\$27.18	=	-
*Shoebox Forward Throw (No longer Available)	50000	400	@	\$27.76	=	-

NOTE: *The Unit Monthly Charge for these lights includes an additional facilities charge

Sodium Vapor Floodlights - No Longer Available to New Applicants

Flood	9500	100	@	\$12.86	=	-
Flood	28500	250	@	\$19.60	=	-
Flood	50000	400	@	\$30.44	=	-

Metal Halide (Not for New Installs Effective 5/17)

Shoebox (No Longer Available)						
Post Top (Styles "A", "S" & "M")	9000	100	@	\$14.81	=	-
Flood	9000	100	@	\$14.81	=	-
Cutoff Enclosed, Shoebox, Flood	20000	250	@	\$22.44	=	-
*Decorative Black Cutoff Enclosed	20000	250	@	\$22.86	=	-
*Shoebox Forward Throw (No longer Available)	20000	250	@	\$22.73	=	-
Cutoff Enclosed, Shoebox, Flood	33000	350	@	\$29.42	=	-
*Shoebox Forward Throw (No longer Available)	33000	350	@	\$29.80	=	-
Shoebox, FT Shoebox, Cube, Flood	110000	1000	@	\$61.17	=	-

NOTE: *The Unit Monthly Charge for these lights includes an additional facilities charge

Poles / Posts

Wood Pole			@	\$2.63	=	-
Gray Fiberglass Pole / Metal Pole			@	\$6.26	=	-
16' Black Fiberglass Post			@	\$6.26	=	-
12' Smooth Black Concrete Post (MFC)			@	\$17.46	=	-
16' Smooth Black Concrete Post (MFC)			@	\$18.86	=	-
30' Decorative Square Metal Pole			@	\$13.43	=	-
13' Fluted Black Concrete Post (Style VII) (MFC)			@	\$17.09	=	-
13' Fluted Black Concrete Post w/Receptacle (Non Std)			@	\$20.17	=	-
13' Fluted Black Concrete Post w/Receptacle (Non Std)			@	\$17.09	=	-
12' Decorative Aluminum Post			@	\$21.99	=	-
35'/39' Decorative Tapered Metal Pole (Bronze/Black)			@	\$34.93	=	-

UG Service Charge (per pole) @ \$3.66 = -

Total Standard Monthly Charges _____

Additional Facilities Monthly Charges (See Attached Page) _____

Prices and terms per North Carolina Area Lighting Rate Schedule NC-ALS Leaf No. 570 Estimate

Subtotal _____
 7% Tax _____
Total = \$ _____

One Time Underground Service Charge

Per Pole NC @ \$600.00 = -

Other One Time Charges From Attached Page _____

Total One Time Charges Before Taxes _____

Subtotal _____

7% Tax _____

Total = \$ _____

Comments: This price is to be used as an estimate only.

Duke Energy Progress Other Lighting Item Prices NC-ALS Leaf No. 570 Estimate



LIGHTING SOLUTIONS

Proposal Date: _____
 Prepared by: _____
 Job Title: _____
 Phone: _____

Business Partner _____
 Street Address _____
 City, State, Zip _____
 Customer Phone: _____
 Contract Account _____
 Installation # _____
 Drawing # / Design Description _____
 Service Location of Light(s) _____

Corp. ID#: _____
 Mail Code: _____
 Construction Schedule Date: _____
 WO#: _____

Pricing Changes Effective 10-1-2023

	Mounting Height	# of Items	Monthly*	Total Cost
Black Fiberglass Poles (Monthly Facility Charge)				
	25'	@	\$6.65 =	-
	30'	@	\$7.37 =	-
Style "A" Alum Direct Embed Poles (MFC)	12'	@	\$11.61 =	-
Style "A" Alum Direct Embed Poles (MFC)	15'	@	\$11.85 =	-
Style "A" Alum Direct Embed Poles (MFC)	17'	@	\$12.82 =	-
Style "A" Alum Anchor Base Poles (MFC)	12' and 17'	@	\$18.03 =	-

	Mounting Height	# of Items	Monthly*	Total Cost
Standard Poles-Galvanized MFC+				
+ Fiberglass poles should have been installed but were not due to customer preference.				
	30'	@	\$11.85 =	-
	35'	@	\$11.44 =	-

	# of Items	Monthly*	Total Cost
Early On Photo Control (Car Lots, etc.)			
	@	\$0.21 =	-

	# of Items	Monthly*	Total Cost
Non Std Wood Pole Bracket			
10' Mast Arm	@	\$0.63 =	-
16' Mast Arm	@	\$1.55 =	-

	# of Items	Monthly	Total Cost
Transformers for "Lighting Only" (MFC)			
Overhead Service - (OH 13.2 kv) 3 KVA Pole Mount.....	@	\$7.78 =	-
Overhead Service - (OH 7.2 kv) 3 KVA Pole Mount.....	@	\$9.68 =	-
Overhead Service - (OH 13.2 kv) 10 KVA Pole Mount.....	@	\$11.30 =	-
Overhead Service - (OH 7.2) 10 KVA Pole Mount.....	@	\$10.18 =	-
Underground Service - (UG 13.2 kv) 25 KVA Pad Mount.....	@	\$19.82 =	-
Underground Service - (UG 7.2 kv) 25 KVA Pad Mount.....	@	\$22.16 =	-

	# of Items	Monthly*	Total Cost
Miscellaneous Additional Facilities/Monthly Facilities Charges			
Details :	@	=	-

Total Proposed Monthly Charges Before Taxes		Total =	\$ -
One Time Pole Hand-Dig / Hand-Set Surcharge (CIAC) - Per Pole	@	\$300.00 =	-
One Time Hand Dig Pole Hole ONLY (CIAC) - Per Pole	@	\$140.00 =	-
Underground Boring Service Charge	@	=	-
Total Proposed One Time Charges Before Taxes		Total =	\$ -

Comments: This price is to be used as an estimate only.

Duke Energy Progress Sanibel, Teardrop & Mongoose NC-ALS Leaf No. 570 Estimate



LIGHTING SOLUTIONS

Proposal Date: _____
 Prepared by: _____
 Job Title: _____
 Phone: _____
 Corp. ID#: _____
 Mail Code: _____
 Construction Schedule Date: _____
 WO#: _____

Business Partner _____
 Street Address _____
 City, State, Zip _____
 Customer Phone: _____
 Contract Account _____
 Installation # _____
 Drawing # / Design Description _____
 Service Location of Light(s) _____

Pricing Changes Effective 10-1-2023

Teardrop - Nonstandard		Lumens	Watts	# of Items	Monthly*	Total Cost
	Sodium Vapor (Black)	28,500	250	@	\$27.77	= -
Metal Halide (Black)	(Not for New Installs Effective 5/17)	20,000	250	@	\$30.38	= -
	Sodium Vapor (for Green)	28,500	250	@	\$28.63	= -
	LED 50		50	@	\$17.82	= -
	LED 150		150	@	\$22.93	= -

		Mounting Height	# of Items	Monthly*	Total Cost
	Black Concrete Pole(s) (MFC)	27'	@	\$22.17	= -
	Existing Galvanized Metal (painted black)*	Various	@	=	= -
	Existing Metal Distribution (painted black)*	Various	@	=	= -
	6' Black Single Bracket		@	\$0.34	= -
	6' Black Twin Bracket		@	\$0.35	= -

Sanibel (MFC)		Lumens	Watts	# of Items	Monthly*	Total Cost
	Sodium Vapor	9500	100	@	\$15.54	= -
Metal Halide	(Not for New Installs Effective 5/17)	9000	100	@	\$18.98	= -
	LED 50		50	@	\$15.55	= -
	LED 150		150	@	\$21.58	= -

Sanibel Shepherd's Crook Arm (MFC)		# of Items	Monthly*	Total Cost
	Single Arm	@	\$4.34	= -
	Twin Arm	@	\$6.28	= -

Sanibel Posts with 6" Tenon		Mounting Height	# of Items	Monthly*	Total Cost
	12' Smooth Black Concrete Post (MFC)	12'	@	\$17.48	= -
	16' Smooth Black Concrete Post (MFC)	16'	@	\$18.86	= -

Mongoose		Lumens	Watts	# of Items	Monthly*	Total Cost
	Sodium Vapor Hi-Tilt	28,500	250	@	\$21.81	= -
	Sodium Vapor Lo-Tilt	28,500	250	@	\$21.25	= -
	Sodium Vapor Lo-Tilt	50,000	400	@	\$29.09	= -

Monthly Underground Service Charge		# of Items	Monthly*	Total Cost
	Per Pole NC	@	\$3.66	= -

Total Proposed Monthly Charges Before Taxes Total = \$ -

One-Time Underground Service Charge		# of Items	One-time Charge	Total Cost
	Per Pole NC	@	\$600.00	= \$ -

One-Time LED Conversion Charges (Lights Less than 20 years old)		# of Items	One-time Charge	Total Cost
	Fixtures	@	\$50.00	= -
	Poles	@	\$500.00	= -

NOTE: Additional upfront cost are applicable for existing poles that are painted black. Also, these poles will be billed monthly at the special metal pole rate. Lead-based paint on existing metal distribution poles must be stripped per Duke Energy Progress guidelines and poles repainted black.

Comments: This price is to be used as an estimate only.



LIGHTING SOLUTIONS

Proposal Date: 6/25/24

Prepared by:

Job Title:

Phone:

Business Partner
Street Address
City, State, Zip
Customer Phone:
Contract Account
Installation #
Drawing # / Design Description
Service Location of Light(s)

Town of Erwin Apartments

Erwin, NC

24-0260A / LED Shoebox

Corp. ID#:

Mail Code:

Construction Schedule Date:

WO#:

Pricing Changes Effective 10-1-2023

LED Fixtures	Watts	# of Items	Monthly*	Total Cost
LED 50 Roadway / NEIGHBORHOOD	50	@	\$8.78	= -
LED 50 Cobra	50	@	\$8.78	= -
LED 70/75 Cobra	70	@	\$8.18	= -
LED 50 FLOODLIGHT	50	@	\$12.58	= -
LED 70/75 Roadway	70	@	\$9.18	= -
LED 105/110 Roadway	110	@	\$11.35	= -
LED 130 FLOODLIGHT	130	@	\$25.49	= -
LED 150 Roadway	150	@	\$14.84	= -
LED 215/220 Roadway	220	@	\$18.53	= -
LED 280 FLOODLIGHT	280	@	\$46.83	= -
LED 280 Roadway	280	@	\$21.27	= -
LED 150 Shoebox (MFC)	150	13 @	\$18.05	= 234.65
LED 220 Shoebox	220	@	\$22.99	= -
LED 420 Shoebox	420	@	\$47.87	= -
LED 530 Shoebox	530	@	\$58.38	= -

LED Post Top Fixtures	Watts	# of Items	Monthly*	Total Cost
Mini Ball (MFC)	50	@	\$13.54	= -
Traditional /Traditional Open (MFC)	80	@	\$9.12	= -
Pedestrian Shoebox "S" (MFC)	50	@	\$13.02	= -
Acorn "A" (MFC)	80	@	\$9.55	= -
Enterprise 50 (MFC)	50	@	\$13.39	= -
Enterprise 150 (MFC)	150	@	\$18.80	= -
Enterprise 220 (MFC)	220	@	\$21.22	= -

Standard Pole(s)	Mounting Height	# of Items	Monthly*	Total Cost
Wood Pole	25', 30', 35'	@	\$2.63	= -
16' Black Fiberglass Pole	16'	@	\$6.26	= -
Gray Fiberglass Pole / Metal** Pole	25', 30', 35'	@	\$6.26	= -
Decorative Square Metal Pole	30'	12 @	\$13.43	= 161.16

Non Standard Pole(s)	Mounting Height	# of Items	Monthly*	Total Cost
Black Fiberglass Poles (MFC)	25'	@	\$6.55	= -
Black Fiberglass Poles (MFC)	30'	@	\$7.37	= -
Black Fiberglass Poles (MFC)	35'	@	\$7.97	= -
Black Decorative Round 35' Steel Pole (MFC)	35'	@	\$27.14	= -
Style "A" Alum Direct Embed Poles (MFC)	12'	@	\$11.61	= -
Style "A" Alum Direct Embed Poles (MFC)	16'	@	\$11.85	= -
Style "A" Alum Direct Embed Poles (MFC)	17'	@	\$12.82	= -
Style "A" Alum Anchor Base Poles (MFC)	12' and 17'	@	\$18.03	= -

Tenon Adapter (MFC)
(Use when Site Lighter(s) are mounted on Round Black Fiberglass and Round Black Tapered Steel Poles. One adapter is used for each pole.

Monthly Underground Service Charge	# of Items	Monthly*	Total Cost
Per Pole NC	12 @	\$3.66	= 43.92

One-Time Underground Service Charge	# of Items	One-time Charge	Total Cost
Per Pole NC	@	\$600.00	= -

One-Time LED Conversion Charges (Lights Less than 20 years old)	# of Items	One-time Charge	Total Cost
Fixtures	@	\$50.00	= -
Poles	@	\$500.00	= -

Total Proposed "Monthly" Charges Before Taxes	Subtotal	439.73
	7% Tax	30.78
	Total	\$ 470.51
Total Proposed One-Time Charges	Subtotal	-
	7% Tax	-
	Total	\$ -

Comments: This price is to be used as an estimate only.

North Carolina

10/1/2023

Maximo CU	Item #	Description	1% Monthly Additional Facility Charge	Up Front Contribution Cost (CIAC) DOES NOT include tax
LSH-GLARE-RW-LED-MICRO-HOUSE-VISOR-BLK-___-P	1612829	Light Shield Glare Roadway LED Micro House Side Visor Black	\$1.23	\$123.00
LSH-GLARE-RW-LED-MICRO-STREET-VISOR-BLK-___-P	1612830	Light Shield Glare Roadway LED Micro Street Side Visor Black	\$1.23	\$123.00
LSH-GLARE-RW-LED-SMALL-VISOR-BLK-___-P	1612831	Light Shield Glare Small Roadway LED House or Street Side Visor Black	\$1.34	\$134.00
LSH-GLARE-RW-LED-LARGE-VISOR-BLK-___-P	1612832	Light Shield Glare Large Roadway LED House or Street Side Visor Black	\$1.41	\$141.00
LSH-GLARE-TRAD-LED-WHITE-HOUSE-___-P	1602300	White House Side Shield, Traditional (Acuity & Cooper)	\$1.05	\$105.13
LSH-GLARE-MTCH-LED-180-___-P	1524189	180 degree House Side Shield, Mitchell	\$1.37	\$136.72
LSH-GLARE-TD-CLER-LED-___-P	1602303	House Side Shield, Large Teardrop	\$1.51	\$150.76
LSH-GLARE-MONT-LED-180-___-P	1602304	House Side Shield, Monticello	\$1.27	\$127.36
LSH-GLARE-MTCHO-LED-HOUSE-___-P	1602305	Louvered House Side Shield, Open Mitchell and Open Monticello	\$1.14	\$114.49
LSH-GLARE-SBX-LED-205-___-P	1525356	Light Shield glare Shoebox LED 205W (4 panel)	\$1.90	\$189.84
LSH-GLARE-SBX-LED-420-___-P	1525356	Light Shield glare Shoebox LED 420W (8 panel)	\$2.68	\$268.03
LSH-GLARE-SBX-LED-530-___-P	1525356	Light Shield glare Shoebox LED 530W (10 panel)	\$3.07	\$307.13
LSH-GLARE-COOP-LED-DROP-___-P	1621662	Shield for Cooper Post Tops (Trad, Open Trad, Ped SBX)	\$1.06	\$106.00
LSH-GLARE-MB-LED-180-___-P	1621665	House Side Shield, Mini Bell 180 degree	\$1.27	\$127.00

NOTE: Does not include tax

Duke Energy Progress LED - Amber Turtle Fixtures - NC-ALS Leaf No. 570 Estimate



LIGHTING SOLUTIONS

Proposal Date: _____

Prepared by: _____

Job Title: _____

Phone: _____

Corp. ID#: _____

Mail Code: _____

Construction Schedule Date: _____

WO#: _____

Business Partner _____

Street Address _____

City, State, Zip _____

Customer Phone: _____

Contract Account _____

Installation # _____

Drawing # / Design Description _____

Service Location of Light(s) _____

Pricing Changes Effective 10-1-2023

LED Amber Turtle Fixtures	Watts	# of Items	Monthly *	Total Cost
LED 70/75 Roadway	70	@	\$12.51	= -
LED 105/110 Roadway	110	@	\$15.63	= -

Standard Pole(s)	Mounting Height	# of Items	Monthly *	Total Cost
Wood Pole	25', 30', 35'	@	\$2.63	= -
Gray Fiberglass Pole / Metal** Pole	25', 30', 35'	@	\$6.26	= -

Monthly Underground Service Charge	# of Items	Monthly *	Total Cost
Per Pole NC	@	\$3.66	= -

One-Time Underground Service Charge	# of Items	One-time Charge	Total Cost
Per Pole NC	@	\$600.00	= -

Total Proposed "Monthly" Charges Before Taxes	Subtotal	-
	7% Tax	-
	Total	\$ -

Total Proposed One-Time Charges	Subtotal	-
	7% Tax	-
	Total	\$ -

Comments: *This price is to be used as an estimate only.*



Keyonna Smith

Subject: FW: Message from JONES CNOSEN (9193871174)
Attachments: 24010-Professional-Park-Apts-Erwin-SP07.pdf

From: Peter Cnossen <peter@jonescnossen.com>
Sent: Wednesday, June 19, 2024 8:55 AM
To: Ken Thompson <kent@jdavisarchitects.com>; Sawako Bush <sawakob@jdavisarchitects.com>
Cc: Gregorio Jurado <rabbitconstructioninc@gmail.com>; Brian Edlin <bedlin@jordanprice.com>; Mollie L. Cozart <MCozart@jordanprice.com>
Subject: FW: Message from JONES CNOSEN (9193871174)

All,

Forwarding you all my email correspondence with Harnett Regional Water regarding sewer and water capacity. The emails date back to April, 2023 but today's email from Kenny Keel is the most important as he mentions that there is currently sufficient sewer and water capacity for this project. The attached pdf is the exhibit that I sent to Kenny for review of sewer capacity; however, using the new 75 gpd/bedroom sewer flow, the total sewer flow for the project would be 19,800 gpd (264 bedrooms x 75 gpd/bedroom). Fire flow for the apartment buildings will need to be checked and note the requirement to loop the existing water mains in Pope Street and Professional Drive. It doesn't need to be done now, but it may be best to have fire flow testing done on the existing water main to review sprinkling of the buildings. If there are any questions, please let me know. Thanks.

Peter D. Cnossen, PE
Jones & Cnossen Engineering, PLLC
PO Box 1062
Apex, North Carolina 27502
919-387-1174

From: Kenneth Keel <kkeel@harnett.org>
Sent: Wednesday, June 19, 2024 8:28 AM
To: Peter Cnossen <peter@jonescnossen.com>; Jay Meyers <jmeyers@harnett.org>
Subject: RE: Message from JONES CNOSEN (9193871174)

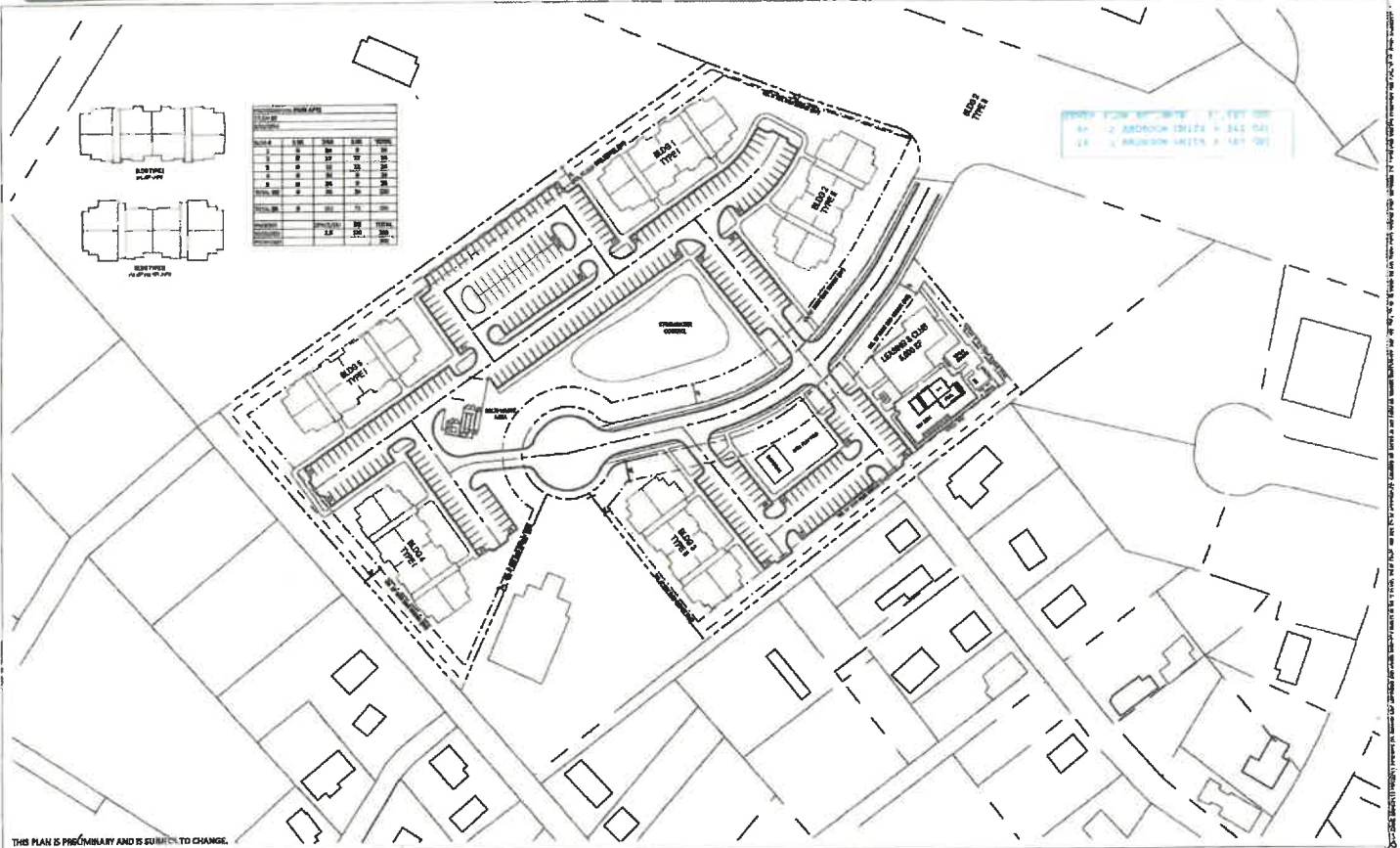
Peter,
Sewer flow calculations are now 75 gpd per bedroom.

It appears that there is sufficient water and sewer capacity for the project at this time. I'm not sure what the fire flow requirements would be for an apartment complex in Erwin, but our internal model indicates approximately 1,000 gpm available on Professional Drive. However, a fire flow test and hydraulic analysis would be required to confirm.

HRW will require this project to extend the 6" water main on Pope Street to Professional Drive in order to loop the system in the area for better water flow and reliability, due to the number of new residents to be served. It appears to be less than 300 feet separating the water lines along current public right-of-ways.

Kenny P. Keel, PE
Utility Civil Engineer
Harnett Regional Water
910-814-6477 office

EXHIBIT
D5-2



THIS PLAN IS PRELIMINARY AND IS SUBJECT TO CHANGE.



PROFESSIONAL PARK APARTMENTS - OPTION 7

Erwin, North Carolina

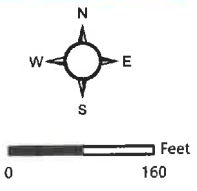
Date: May 31, 2024





Harnett.org/GIS
July 23, 2024

Flood Map Index	Gravity	US	Watershed HUC8
County Boundary	2 - 5	Ingress_Egress	Watershed HUC12
City Limits	6 - 36	Drainage	
Address Numbers	StepFM	Parcels	
Force Main	Road Centerlines		





Harnett.org/GIS

July 23, 2024

Flood Map Index	Gravity	US	Watershed HUC8	R6
County Boundary	2 - 5	Ingress_Egress	Freshwater Forested/ Shrub Wetland	RD
City Limits	6 - 36	Drainage	Freshwater Pond	ETJ
Address Numbers	StepFM	Parcels	B2	
Force Main	Road Centerlines	Watershed HUC12	C-3	



Erwin Planning Board

REQUEST FOR CONSIDERATION

To: Erwin's Planning Board Members
From: Dylan Eure, Town Planner
Date: November 7, 2024
Subject: 421 Overlay Amendment

The Town staff of Erwin wishes to amend its Code of Ordinances to allow for the creation of a developmental overlay along US 421. Said regulations are as follows:

E.H.O.D. – Erwin Highway Overlay District

A. Purpose

The intent of the Highway Overlay is to protect natural resources, provide landscaping improvements, ensure connectivity, improve pedestrian walkability, and enhance the overall appearance of the corridor identified. Development standards from the Erwin Highway Overlay District apply to all parcels within 600 feet of the Right-of-way on both sides of the corridor. In cases where a portion of a tract of land lies within the overlay district, the entire tract shall fall into the same regulation as the overlay.

The Erwin Highway Overlay District is established to:

1. Prevent unsightly conditions that may destroy or detract from the natural character, beauty, or condition of the area.
2. Reduce the amount of traffic coming on and off of the corridors.
3. Minimize potential safety hazards that may exist along the corridors.
4. Improve pedestrian safety and walkability.

B. Area of Applicability

The major highway corridor of which is affected by Erwin's Highway Overlay District is U.S. 600 feet of both sides of 421/E Jackson Blvd within only the contiguous corporate limits of the Town. Said overlay would impact all buildings and non-religious institutions including but not limited to businesses and multi-family dwellings.

C. Specific Development Standards

1. Dimensional Standards
 - a. At no time shall any development not face the nearest Right-of-way. All developments are required to front the nearest accessible Right-of-way and be accessed internally. In the event of a parcel abutting two Right-of-ways, the buildings should face the heavier trafficked Right-of-way, and access via the Right-of-way, or by a newly constructed street.

- b. At no time shall any developments loading area face the public Right-of-way. All loading areas shall be located at the rear or side of the establishment as long as it does not face a public Right-of-way.
- c. For additional standards see the corresponding zoning jurisdiction in which a parcel is related to for setbacks requirements.

2. Building Materials

- a. At no time should any buildings be made entirely of materials that are prone to deterioration or weathering causing the building to become a blight throughout ageing.
- b. Buildings may be accented with other materials but are limited to twenty percent (20%) of the façade.
- c. To avoid blight, all non-residential facades shall be made of at least eighty percent (80%) one the following materials:
 - i. Brick Masonry
 - ii. Wood
 - iii. Stone
 - iv. Architectural Concrete
 - v. Vinyl Siding
- d. Facades to be prohibited:
 - i. Metal

3. Landscaping Standards

- a. Parking lots, loading areas, and other vehicle use areas shall be planted with one (1) tree and (2) shrubs for every ten (10) parking spaces required.
- b. At least 65 percent (65%) of the required parking lot trees shall be large shade trees.
- c. Trees and shrubs shall be planted within 15 feet of the vehicle use areas.
- d. Developments containing 30 or more parking spaces, at least half or 50 percent (50%) of the trees and shrubs must be planted in islands or medians spaced throughout the parking area.
- e. A consecutive strip of parking places shall include landscape islands every 12 spaces apart and at the end of all parking rows.
- f. Landscape islands shall be grass and mowed, covered with organic materials (ex: pine mulch)
- g. For specific landscaping guidelines see Article XV entitled General Provisions within Chapter 36 of the Erwin Code of Ordinances.

4. Parking Lot Standards

- a. Developers of commercial properties shall be required to have shared driveways and parking areas with adjoining developments. If there is no current adjoining development, the development shall make modifications for a future connection to be made by the adjoining developer.
- b. All areas designated for trash or refuse shall be screened from the public eye with a minimum height of 1 foot above the highest point of the trash receptacle. Materials for the screen shall be natural or made of masonry materials. (ex: wood, stone, or brick)
- c. For specific parking guidelines see Article XVIII entitled Parking and Loading within Chapter 36 of the Erwin Code of Ordinances.

5. Signage Standards

- a. All standalone signs shall be made of primarily masonry materials surrounded by a natural base of shrubs and other small plants.
- b. For specific signage guidelines please see Article XIX entitled Sign Regulations within Chapter 36 of the Erwin Code of Ordinances.

6. Sidewalk / Street Scape Standards

- a. Any development shall require the installation of ADA-compliant sidewalks along their portion of the right-of-way upon development. If the property that is being developed does not abut a right-of-way, then no sidewalk installation is required.
- b. Sidewalks shall be separated from the nearest right-of-way by a minimum of 4 ft. with a grass landscaping buffer compromised of shade trees placed at 15 – 20 ft. increments.
 - i. Installation of sidewalks and shade trees will require encroachment agreements approved by the North Carolina Department of Transportation.
 - ii. Maintenance of sidewalks and streetscapes will be the responsibility of the Town of Erwin which will require maintenance agreements between the Town of Erwin and the North Carolina Department of Transportation.

Erwin Board of Commissioners
REQUEST FOR CONSIDERATION

To: Erwin's Board of Commissioners

From: Dylan Eure, Town Planner

Date: October 28, 2024

Subject: Encroachment Text Amendment

The staff of the Town of Erwin has received a petition to amend its Code of Ordinances, specifically Chapter 36 within Article XV Sections 36-419 and Section 36-433 to allow for accessories in the public right-of-way along with fences. The purpose of this is to address properties that are along the downtown area of Erwin that are limited to their yard space for utilities.

Current language:

“fence prohibited in rights-of-way. No fence shall be erected or maintained within or on any state or town right-of-way”.

Proposed language:

“fence prohibited in rights-of-way. No fence shall be erected or maintained within or on any state or town right-of-way”

Exception: Fences within M-1 along town right-of-ways may encroach into said right-of-way following an approved encroachment agreement approved by the Town of Erwin Board of Commissioners.

Proposed language:

(G) “Accessory structures prohibited in rights-of-way. No accessory structure or use shall be erected or maintained within or on any state or town right-of-way”

Exception: Accessory structures within M-1 that along town right-of-ways may encroach into said right-of-way following an approved encroachment agreement approved by the Town of Erwin Board of Commissioners.



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	Wesley Johnson
Applicant Mailing Address	2965 Hobson Road, Dunn NC 28334
Applicant Contact Phone	919-756-0411
Applicant Email	Info@GrainDealersBrewery.com
Zoning Ordinance Section Number	Sections 36-419 and Section 36-433

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

The proposed change is to allow for consideration of instances where a building's historic nature, equipment size, or general site layout deem it necessary to place building infrastructure within public right of ways.

Wesley Johnson

Wesley Johnson

Digitally signed by Wesley Johnson
 Date: 2024.10.02 23:29:49 -0400

Oct 3, 2024

Applicant's Name (Print)

Applicant's Signature (Sign)

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.

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.

Wesley Johnson
 Applicant's Name (Print)

Wesley Johnson
 Applicant's Signature (Sign)

10/10/24
 Date

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

Fee Paid: <u>350</u>	Date Paid: <u>10/10/24</u>	Staff Initials: <u>DML</u>
----------------------	----------------------------	----------------------------



Town of Erwin
Encroachment Application
Planning & Inspections Department

Fee: _____
Meeting Date: _____
Case #: _____

First Name: _____

Last Name: _____

Address: _____

City/State/Zip: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Parcel PIN / ID: _____

Acreage/size: _____

Zoning: _____

Encroachment Request (may be attached on a separate sheet):

Encroachment Reasoning (may be attached on a separate sheet):

I, as the landowner, hereby **CERTIFY** that the information contained herein is true to the best of my knowledge.

Landowner's Signature: _____ Date: _____

Applicant's Signature: _____ Date: _____

Attach a scaled illustrative plot or site plan showing all dimensions of structure encroachment along with property lines.



Town of Erwin

Encroachment Application

Planning & Inspections Department

Fee: _____

Meeting Date: _____

Case #: _____

In order for the Town of Erwin's Commissioners to grant an encroachment into the Town of Erwin's Public Right-Of-Way all of the following standards must be met and found in the affirmative.

1. Cannot be easily sited in the private property due to physical constraints.

Reasoning:

2. Must not locate within a public street.

Reasoning:

3. Must not encroach into public parking.

Reasoning:

4. Must not block drainage ditches or gutters that control the flow of stormwater.

Reasoning:

5. Must not locate within 5 feet of public signs, utility boxes, utility poles/ lines, or other areas readily accessed by town or county departments.

Reasoning:

6. Must not be within 5 feet of any street intersection.

Reasoning:

7. Must not be within 5 feet of a fire hydrant.

Reasoning:

8. Must not block access to public street furniture or sidewalk.

Reasoning:

9. The circumstances are not the result of the actions of the applicant.

Reasoning:



Town of Erwin

Encroachment Application

Planning & Inspections Department

Fee:	_____
Meeting Date:	_____
Case #:	_____

First Name: Wesley

Last Name: Johnson

Address: 2965 Hobson Road

City/State/Zip: Dunn, NC 28334

Home Phone: N/A Cell Phone: 919-756-0411

Email: info@graindealersbrewery.com

Parcel PIN / ID: 0597-54-9120.000

Acreage/size: 10.48

Zoning: Industrial

Encroachment Request (may be attached on a separate sheet):

Seeking permission to place a 27 ton HVAC unit partially within the right of way. This piece of infrastructure would be fenced in such a way to minimize visibility to street traffic while allowing for maintenance when needed. The size of the unit and the code around its spacing from the building makes this encroachment necessary.

Encroachment Reasoning (may be attached on a separate sheet):

The size of the HVAC and the historic nature of the buildings that it is set to serve (units J & K) prevent it from being placed on the roof of the building. The associated ductwork that feeds into the two spaces requires that the unit be placed in line with the juncture of those spaces. In addition, the grassy area between the building and 13th street is set to be parking to access this and other businesses set to be located in the development. The interior space is set to be a pedestrian only courtyard.

I, as the landowner, hereby CERTIFY that the information contained herein is true to the best of my knowledge.

Landowner's Signature: _____ Date: _____

Applicant's Signature: Wesley Johnson Digitally signed by Wesley Johnson
Date: 2024.10.02 23:49:28 -04'00' Date: October 3, 2024

Attach a scaled illustrative plot or site plan showing all dimensions of structure encroachment along with property lines.



Town of Erwin

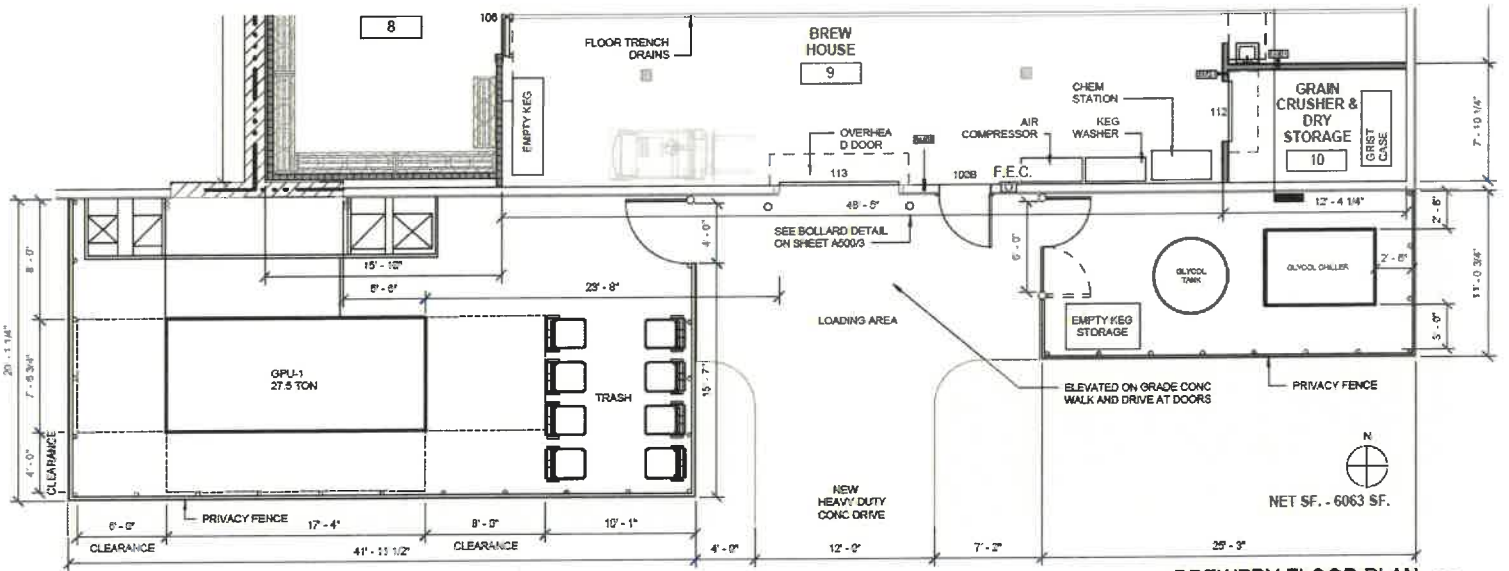
Encroachment Application

Planning & Inspections Department

Fee: _____
Meeting Date: _____
Case #: _____

In order for the Town of Erwin's Commissioners to grant an encroachment into the Town of Erwin's Public Right-Of-Way all of the following standards must be met and found in the affirmative.

1. Cannot be easily sited in the private property due to physical constraints.
Reasoning: Ductwork orientation requires unit be placed at juncture of two building spaces. Pedestrian only courtyard to act as an extension of downtown Erwin.
2. Must not locate within a public street.
Reasoning: Would not extend into the street.
3. Must not encroach into public parking.
Reasoning: Would not be in public parking. This proposed location allows for the creation of publicly accessible parking in the grassy area towards 13th Street.
4. Must not block drainage ditches or gutters that control the flow of stormwater.
Reasoning: Should not hinder the drainage of the ditch.
5. Must not locate within 5 feet of public signs, utility boxes, utility poles/ lines, or other areas readily accessed by town or county departments.
Reasoning: Will not be within 5 feet of nearest power pole.
6. Must not be within 5 feet of any street intersection.
Reasoning: Will not be within 5 feet of Chief Joseph Lane and S 13th Street.
7. Must not be within 5 feet of a fire hydrant.
Reasoning: Will not be within 5 feet of a fire hydrant.
8. Must not block access to public street furniture or sidewalk.
Reasoning: Will not block access to public street furniture or sidewalk.
9. The circumstances are not the result of the actions of the applicant.
Reasoning: Consideration of future infrastructure needs were not likely consider by previous mill owners when road location was offered to the town.



BREWERY FLOOR PLAN

3/16" = 1'-0"

1



OLIVE

ARCHITECTURE

www.olive-arch.com

436 N. Harrington St. Suite 140
Raleigh, NC 27603
p 919.838.9934 f 919.838.9995

October 17, 2024

To: Town of Erwin Planning Board

RE: Right of Way Encroachment at the Historic Erwin Mills Property

Hello:

I have been working closely with Mr. Wesley Johnson and others to develop a plan to provide an adaptive reuse of the historic Erwin Mills property creating a brewery and other uses of the space along Chief Joseph Lane.

Due to the nature and history of the existing Erwin Mills site and structure it is my recommendation that the placement of the HVAC system, which will partially encroach on the public right of way, is necessary due to a number of factors impacting the property.

The historic nature of the structure limits the feasibility of placing this equipment on the roof, as doing so would compromise the building's historic character and architectural integrity.

Furthermore, the space between the east facing façade of the building and S 13th Street is designated as a publicly accessible parking area and benefits by preserving the east face of the buildings as the primary view from S. 13th Street.

The open courtyard space between warehouse areas, running from east to west will be developed into a pedestrian-only courtyard, enhancing the connection to downtown Erwin. HVAC units in this area would have a very negative impact on the future, multi-purpose courtyard space.

The placement of the HVAC unit is necessary due to the routing requirements for ductwork servicing two large and distinct spaces within the building with minimal aesthetic impact.

The proposed partial encroachment has the least impact on the historic site and aligns with the community's vision for revitalization while addressing the building's structural constraints.

Historic preservation is good economic development, and this encroachment offers the minimal impact on the Erwin Community while preserving the historic nature of the Erwin Mills property.

Respectfully submitted,

Andy O. Lawrence, AIA
Principal Architect



Olive Architecture, PLLC

436 N. Harrington St. Suite 140
Raleigh, NC 27603
O 919.838.9934 F 919.838.9995

www.Olive-Arch.com

436 north harrington st. suite 140 raleigh, nc 27603 p 919-838-9934 f 919-838-9995
www.olive-arch.com

MINUTES CONTINUED FROM OCTOBER 28, 2024

Erwin Appointed Board Updates

Town Planner Dylan Eure stated this amendment updated the Code of Ordinances for the Erwin Planning Board, Board of Adjustments, and any other advisory board. There were contradictions in our Code of Ordinances compared to what our current practices were.

The consensus of the Board was to move forward with the Public Hearing for this request at the Regularly Scheduled Board Meeting in November.

GOVERNING COMMENTS

Commissioner Byrd inquired about the paving of Old Post Road.

Town Manager stated he would follow up with NCDOT.

Commissioner Byrd asked what was moving into the old Cotton Row building.

Town Manager Snow Bowden stated it sold and a tortilla making company was moving in there.

Commissioner Nelson stated that he was finish serving on the FAMPO Board the rest of this year and then he was coming off and needed another Board Member to step in his place. He stated he would continue to serve on the Mid-Carolina Board but he could not do both Boards anymore. He stated now that the Depot is down, he would like to see the Town begin the process to build a new Police Department in its place. He stated there was a pet pig in the community.

Commissioner Turnage stated after 3 months and a dozen phone calls, the flooding at 100 E D Street had finally been addressed.

ADJOURNMENT

Commissioner Turnage made a motion to adjourn at 7:00 P.M. and was seconded by Commissioner Nelson. **The Board voted unanimously.**

MINUTES RECORDED AND TYPED BY

LAUREN EVANS TOWN CLERK

ATTEST:



Randy Baker

Mayor



Lauren Evans NCCMC

Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Dylan Eure, Town Planner

Date: October 28, 2024

Subject: Erwin Appointed Board Updates

Town staff wishes to amend several sections of Erwin's appointed board ordinances for the reason of updating the existing regulations to what Erwin currently uses and practices. This also brings Erwin's ordinances in line with many other municipalities in the area. Said items that wish to be amended are as follows:

- When new members are inducted and when their terms expire.
- Attendance policy.
- When the chair and vice chair are elected.
- When members can be reappointed.
- Authority granted by NC General Statutes to planning boards.
- The amount of terms members serve consecutively.
- Member removal for inefficiency.
- Member compensation when acting as the Board of Adjustment.

The first 4 are broad amendments that not only apply to the Erwin Planning Board but also to any other board created by the Erwin Board of Commissioners. The last 4 relate directly to the Erwin Planning Board/ Board of Adjustment.

Current 2-194:

The term of office for each appointed member shall last from the date of appointment until June 30 of the remaining term. New members normally take office as of the July meeting of the Board of Commissioners.

Proposed 2-194:

The term of office for each appointed member shall last from the date of appointment until their three-year term ends.

Current 2-196:

An appointed member who fails to attend more than one scheduled meeting and a minimum of 80 percent of all scheduled meetings in any given calendar year automatically loses their status as a member of the board or commission, provided that these absences are unexcused. Absences due to sickness, death or other emergencies of like nature shall be regarded as approved absences and shall not affect the member's status on the commission or board, except that in the event of a long illness or other cause for prolonged absence, the member may be replaced.

Proposed 2-196:

An appointed member who fails to attend more than **two consecutive scheduled meetings in any given calendar year may be recommended to the board of commissioners for removal, provided that these absences are unexcused.** Absences due to sickness, death or other emergencies of like nature shall be regarded as approved absences and shall not affect the member's status on the commission or board, except that in the event of a long illness or other cause for prolonged absence, the member may be replaced.

Current 2-198:

There shall be a chairperson and vice-chairperson of each board or commission. An annual election of the chairperson and vice-chairperson shall be held by the board or commission members and shall occur at a regular monthly meeting in July. Officers shall serve for one year from election with eligibility for reelection. New officers shall take office at the subsequent regular meeting in August. In the event an officer's appointment to the board or commission is terminated, a replacement to this office shall be elected by the remaining members, from its membership, at the meeting following the termination. The town manager or the manager's assign shall serve as secretary of the board or commission or shall appoint a member of the advisory commission to do this work for the manager.

Proposed 2-198:

There shall be a chairperson and vice-chairperson of each board or commission. An annual election of the chairperson and vice-chairperson shall be held by the board or commission members and shall occur at a regular monthly ~~the following year meeting in July~~. Officers shall serve for one year from election with eligibility for reelection. ~~New officers shall take office at the subsequent regular meeting in August~~. In the event an officer's appointment to the board or commission is terminated, a replacement to this office shall be elected by the board of commissioners. ~~at the meeting following the termination~~. The town manager or the manager's assign shall serve as secretary of the board or commission or shall appoint a member of the advisory commission to do this work for the manager.

Current 2-200:

A member of a board or commission may be re-appointed by the governing board to one subsequent term. However, after serving a second term, the member may not be re-appointed to the board until a period of one year elapses, after which the member may again serve up to two terms. This process may continue until such time as the member resigns from the board or commission or is not re-appointed by the governing board.

Proposed 2-200:

A member of a board or commission may be re-appointed by the **administrative official** to one subsequent term. However, after serving a second term, the member may not be re-appointed to the board until a period of one year elapses, after which the member may again serve up to two terms. This process may continue until such time as the member resigns from the board or commission or is not re-appointed by the governing board.

Current 2-228:

A town planning board is hereby created under the authority of the G.S. ch. 160A, article 19.

Proposed 2-228

A town planning board is hereby created under the authority of the **G.S 160D-301, Article 3**.

Current 2-229

The planning board shall consist of eight members who shall be citizens and residents of the town and shall be appointed by the board of commissioners for staggered terms, with a full term being three years. Vacancies occurring for reasons other than expiration of terms shall be filled as they occur for the period of the unexpired term.

Proposed 2-229:

The planning board shall consist of eight members who shall be citizens and residents of the town and shall be appointed by the board of commissioners for staggered terms, with a full term being three years. Vacancies occurring for reasons other than expiration of terms shall be

filled as they occur for the period of the unexpired term. In the case of expiration of terms, the appointee may be re-appointed by the administrative official, unless this is the appointee's second term. If it is the appointee's second term the member may not be reappointed to the board until a period of one year elapses, after which the member needs to be re-appointed by the board of commissioners.

Current 2-231:

Members of the planning board may, after a public hearing, be removed by the board of commissioners for inefficiency, neglect of duty, or malfeasance in office.

Proposed 2-231:

All members of the Erwin Planning Board shall serve at the pleasure of the Town Board of Commissioners, regardless of the terms for which appointed, and the Town Commission may at its discretion at any time remove any members for any reason, including but not limited to inefficiency, neglect of duty, lack of attendance, or malfeasance in office.

Current 2-232:

All members of the planning board shall serve without compensation

Proposed 2-232:

All members of the planning board shall serve without compensation unless acting as the board of adjustment. In the case where the planning board is acting as the board of adjustment, they shall be compensated. Said compensation shall be determined by the Town Manager on a yearly basis.

Statement of Consistency

The proposed text amendment is compatible with all of the Town of Erwin's regulatory documents according to Erwin's 2023 Land Use Plan and Erwin's Code of Ordinances. It is recommended that this text amendment be **approved**.

Statement of Inconsistency (Only when denied)

The proposed text amendment is **NOT** compatible with all of the Town of Erwin's regulatory documents according to Erwin's 2023 Land Use Plan and Erwin's Code of Ordinances. It is recommended that this text amendment be **denied**.
