

**THE ERWIN BOARD OF COMMISSIONERS
FEBRUARY 2025 REGULAR WORKSHOP
MONDAY, FEBRUARY 24, 2025 @ 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. CORE **(Page 2)**
- B. MAPS Group Salary Survey **(Page 46)**
- C. 2024-2025 Street Resurfacing Recommendations **(Page 47)**
- D. TRC Stormwater Management Plan Contract **(Page 48)**
- E. Mid-Carolina COG Annual Dinner **(Page 108)**
- F. Mid-Carolina COG Board of Delegates **(Page 110)**
- G. Planning Board Applications- Michael Jackson & Marsha Woodard **(Page 112)**
- H. Erwin Lion's Club Vision Ball Sponsorship **(Page 115)**
- I. Stage at Al Woodall Park Update **(Page 117)**
- J. Outdoor Dining Text Amendment **(Page 118)**
- K. Subdivision Public Notice Text Amendment **(Page 119)**
- L. Urban Camping and Improper Use of Public and Private Places Text Amendment **(Page 121)**
- M. Restaurants in C-B Text Amendment **(Page 123)**
- N. SU-2025-001 Letter of Approval **(Page 124)**
- O. Close Unopened Easement off of 4th Street **(Page 125)**

4. CLOSED SESSION

- A. Pursuant to General Statute 143-318.11(a) (6) for the Purpose of Discussing Personnel
- B. Pursuant to General Statute 143-318.11(a) (3) for the Purpose of Preserving the Attorney-Client Privilege

5. GOVERNING COMMENTS

6. ADJOURNMENT

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 24, 2025

Subject: CORE

Bruce Naegelen will be here tonight to present the final draft of the Erwin CORE (Creating Outdoor Recreation Economies) Strategic Plan. He will also have a few other items to discuss that involve the CORE Plan to help the Town achieve the goals that are set out in the CORE Plan.

Attachments:

- CORE Draft implementation plan
- CORE Appendix 2025
- CORE UNC System Partners information



**Town of Erwin
 Creating Outdoor Recreation Economies
 CORE 2025-2030**

Adopted:

APPENDIX

NC MS&RP Outdoor Recreation Funding Resources	Page 1
Erwin Retail Marketplace Snapshot	Page 8
- Tapestry Segmentation	Page 14
- Walk Score	Page 20
- Summary & Recommendations	Page 20
Map – Erwin CORE Assets	Page 23
Economic Drivers, Assets, SWOT	Page 24
Survey – Work Group Results	Page 31

**NORTH CAROLINA MAIN STREET AND RURAL PLANNING CENTER
 POTENTIAL FUNDING SOURCES AND RESOURCES
 FOR OUTDOOR RECREATION AND OUTDOOR RECREATION ECONOMIC DEVELOPMENT
 (Revised January 2023)**

*** The NC Main Street & Rural Planning Center recommends contacting listed entities directly for more information about their programs. The inclusion of a program on the list is not an endorsement by the NC Main Street & Rural Planning Center. ***

Program	Purpose/Description	Grants/Resources	Match	Website/Contact
NC Land & Water Fund	These grants have been used in all 100 N.C. counties to help ensure clean drinking water, protect natural habitat and preserve our unique natural and cultural resources for future generations.	Grants – Funding Amounts Vary	Not Specified	https://nclwf.nc.gov/apply
North Carolina Parks and Recreation Trust Fund (PARTF)	Awards matching grants to local governments for parks, public beach access, and improvements in state parks. The statewide program helps local governments reach their park and public access goals to improve the quality of life in their communities.	Grants - The North Carolina General Assembly funds PARTF each year at different levels.	1:1 Match for Local Government Projects; Funds also available for NC State Parks projects and the Coastal and Estuarine Water Beach Access Program	https://www.ncparks.gov/more-about-us/parks-recreation-trust-fund/parks-and-recreation-trust-fund
NCDNCR, Division of Parks and Recreation - Recreational Trails Program Grant	The intent of the RTP is to help fund trails and trail-related recreational needs at the State level for projects that are construction ready for grant funding.	Grants – past grant amounts awarded between \$10k-\$100k	Past years have required a 25% Match of RTP Funds Received	https://trails.nc.gov/trail-grants/apply-grant

National Fish and Wildlife Foundation (NFWF) - America the Beautiful Challenge	Intended to streamline grant funding opportunities for new conservation and restoration projects around the U.S., the America the Beautiful Challenge consolidates funding from multiple federal agencies and the private sector to enable applicants to conceive and develop large-scale projects that address shared funder priorities and span public and private lands.	Grants - Approximately \$85 million	Non-federal match helps demonstrate broad support for the project and may be required by the federal funding requirements. Dependent of federal agency funding.	https://www.nfwf.org/programs/america-beautiful-challenge
Program	Purpose/Description	Grants/Resources	Match	Website/Contact
U.S. Department of Transportation's Federal Highway Administration (FHWA)	Provides funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses.	Grants – Funding Amounts Vary	Not Specified	https://www.fhwa.dot.gov/environment/recreational_trails/
National Forest Foundation Matching Awards Program	The MAP program supports action-oriented projects that enhance outdoor experiences, forest and ecosystem health, and engage local communities in caring for their public lands.	Grants – Funding Amounts Vary	1:1 nonfederal cash match	https://www.nationalforests.org/grant-programs/map

<p>US Fish & Wildlife Service - Wildlife and Sport Fish Restoration (WSFR) Program</p>	<p>Programs that distribute funding annually to state agencies and Tribes to manage fish, wildlife, and habitats, evaluate and enhance species of greatest conservation need, and provide recreational opportunities for fishing, hunting, shooting, and boating. Local governments and orgs. may have to partner with state agencies to access these funds.</p>	<p>Grants – Funding Amounts Vary</p>	<p>Not Specified</p>	<p>https://www.fws.gov/program/wildlife-and-sport-fish-restoration</p>
<p>National Fish and Wildlife Foundation – Acres for America</p>	<p>Walmart’s Acres for America program stands today as the leading public-private land conservation partnership in the United States. The partnership began in 2005, when Walmart and NFWF joined forces to establish Acres for America as a groundbreaking effort to support and catalyze the conservation of lands and wildlife habitat of national significance, and to benefit local communities and local economies.</p>	<p>Grants – Funding Amounts Vary</p>	<p>All grant awards require a minimum 1:1 match of cash or contributed goods and services.</p>	<p>https://www.nfwf.org/programs/acres-america</p>
<p>Program</p>	<p>Purpose/Description</p>	<p>Grants/Resources</p>	<p>Match</p>	<p>Website/Contact</p>

<p>Outdoor Heritage NC - North Carolina Schools Go Outside (GO) Grant</p>	<p>Created to address the main barrier to getting kids outside during the school day – funding. Qualifying for grants require instructors demonstrate how the experience will address topics currently being taught in class and that the experience meets the goals of the Outdoor Heritage Trust Fund plan.</p>	<p>Grants – Funding Amounts Vary</p>	<p>Not Specified</p>	<p>https://www.outdoorheritage.nc.gov/grants/ For questions, contact ohac.grants@nc.gov</p>
<p>Department of Natural and Cultural Resources - The Land and Water Conservation Fund</p>	<p>The LWCF provides matching grants to local governments to assist with public park and recreation projects. LWCF grants can be used to acquire land for a public park; to develop outdoor recreation and support facilities; or a combination of both. A project must be located on a single site.</p>	<p>Grants – Funding Amounts Vary</p>	<p>An applicant must match the grant with a minimum of 50 percent.</p>	<p>https://www.ncparks.gov/about-us/grants/land-and-water-conservation-fund</p>
<p>Department of Natural and Cultural Resources - Accessibility for Parks Grant</p>	<p>Can be used to build accessible facilities or adapt existing facilities that meet the unique needs of children and veterans with physical and developmental disabilities.</p>	<p>Local governments can request a maximum of \$500,000 with each application.</p>	<p>An applicant must match the grant with \$1 of local funds for every \$5 of grant funds. The value of in-kind services, such as volunteer work,</p>	<p>https://www.ncparks.gov/about-us/grants/accessibility-parks-grant</p>

			cannot be used as part of the match.	
Department of Natural and Cultural Resources - Outdoor Recreation Legacy Partnership Program	<p>The purpose of the program is to provide grants to acquire and/or develop public lands for outdoor recreation purposes consistent with the purposes of LWCF, but with the further specific goals of funding projects that:</p> <ul style="list-style-type: none"> • Are located within or serve an Urbanized Area (population of 50,000 or more) as designated by the Census Bureau from the 2010 Census; and • Are in, or are directly accessible to, neighborhoods or communities that are underserved in terms of parks and recreation resources and where there are significant 	Grants – Funding Amounts Vary	ORLP grant projects must be cost-shared with non-federal funds at a minimum ratio of 1:1.	https://www.ncparks.gov/about-us/grants/outdoor-recreation-legacy-partnership-program

	populations of people who are economically disadvantaged.			
NCDOT - IMD Feasibility Studies Program	Feasibility studies for eligible project types including paved trails, greenways, shared-use paths, sidepaths, and sidewalks.	Grant – Funding Amounts Vary	A local match is not required; however, it may be a factor to consider for a competitive grant cycle.	https://connect.ncdot.gov/municipalities/PlanningGrants/Pages/IMD-Feasibility-Studies-Program.aspx
Athletic Brewing Co. – Two for the Trails	ABC donates 2% of sales to protect and restore trails, and other projects that enhance access to the outdoors. Any registered LLC eligible, with preference given to 501(c)(3) non-profits.	Grant – Funding Amounts Vary	Not specified	https://athleticbrewing.com/pages/two-for-the-trails
Fox Factory Trail Trust	Provide grants to organizations helping to preserve the places we love to play. The goal is to bring together diverse communities to build, maintain, and expand access to trails for both mountain biking and power sports. 501(c)(3) Non-Profits eligible.	Grant – Funding Amounts Vary	Not Specified	https://www.trailtrust.com/
NCDEQ – Water Resources	This program provides cost-share grants and technical assistance to	Grant – Funding Amounts Vary depending on	50 percent matching limit	https://deq.nc.gov/about/divisions/water-resources/water-resources-grants/water-resources-development-grant-program

Development Grant Program	local governments in NC. Applications for grants are accepted for 7 eligible project types: general navigation, recreational navigation, water management, stream restoration, water-based recreation, Natural Resources Conservation Service Environmental Quality Incentives Program (EQIP) stream restoration projects and feasibility/engineering studies.	project type - \$200,000 maximum recommended for "State & Local Projects"		

In addition to the above list, the Outdoor Recreation Roundtable (ORR) in partnership with Oregon State University has compiled a list of national outdoor recreation funding and technical assistance resources. Some resources may be duplicated between the MS&RP and ORR resource guides. The inclusion of a program on the list is not an endorsement by the NC Main Street & Rural Planning Center. This list of resources is available via the below link:
<https://drive.google.com/file/d/1Ucp7AQQQTHa8x0eWYL-ID53AvJU628dE/view>



Downtown Erwin Retail Marketplace Snapshot-October of 2023

The purpose of this report is to give Downtown Erwin the baseline information for a better understanding of its current market. The NC Main Street & Rural Planning Center Staff studied the retail marketplace data within a 1- and 3-mile radii to the downtown area. The retail leakage analysis examines the quantitative aspects of the retail opportunities.

By reviewing the retail gap, we can:

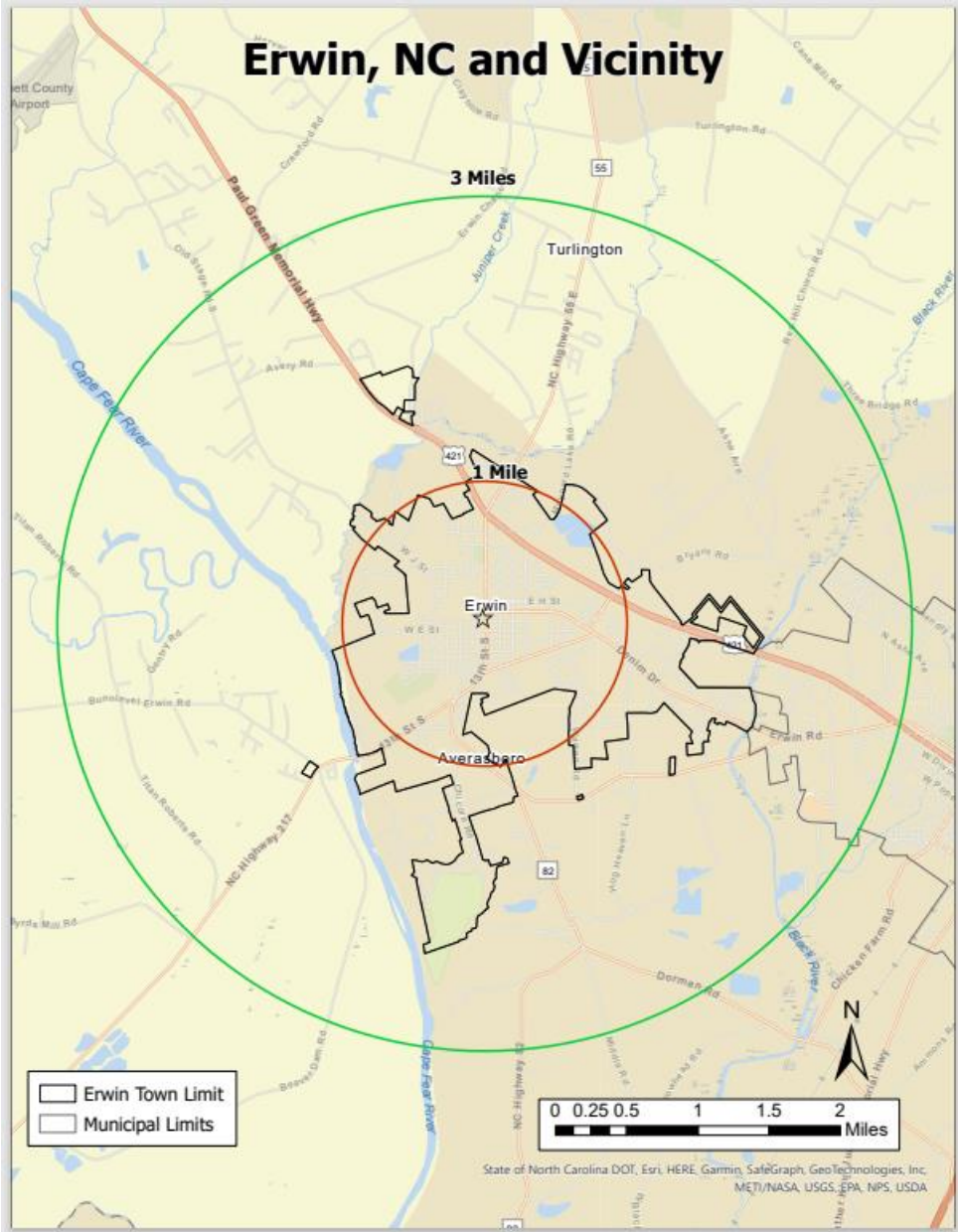
- Understand how well the retail needs of residents are being met.
- Uncover unmet demand and possible opportunities.
- Understand the strengths and weaknesses of the local retail sector.

When consumers spend their dollars outside the specific radii of Downtown Erwin this is known as “Retail Gap” throughout this report. Retail Gap or leakage indicates an **unmet demand in the trade area**. This suggests the possibility the community can support additional retail for those business categories. Residents within the specified primary trade areas are purchasing products outside that area indicating opportunity to capture those dollars within the downtown district.

There are also categories for which Downtown Erwin is exceeding the local market demand. Those are measured as red numbers on the below report. For the 1 and 3-mile radii information, this means that Downtown Erwin is exceeding its market potential in these categories. This retail surplus means the community’s trade area is capturing local market plus attracting non-local shoppers. Surplus means the community has possibly developed strong clusters of retail that have broad geographical appeal.

You can also seek additional retail market data that Harnett County Economic Development or the Mid-Carolina Council of Governments can provide. This report is based on the data collected and should serve as a starting point for your economic vitality efforts.

We highly encourage you to couple this report with consumer surveys to get a complete understanding of the Downtown Erwin potential. The NC Main Street and Rural Planning Center can share examples of consumer surveys and assist with this process as needed.



The above Harnett County map outlines the two trade areas within a 1- and 3-mile radii of downtown. Defining the downtown trade area is critical in determining retail opportunities for the downtown market. The NC Main Street & Rural Center staff only reviewed the data within

these two segments. Downtown Erwin should be targeting residents within these two areas. The goal is to capture the retail sales volume leaking to neighboring communities, such as Dunn. The chart below shows total industry summaries for the 1- and 3-mile downtown. It details the total retail sales gap, potential 10% capture and retail square footage needed to attract this sales volume.

The sales per square foot column in the charts is the average number based on recent research across the state. Typically, restaurant annual retail sales are higher than \$300 per square foot. There are variables that impact this number such as building owned versus rented, rental rates either higher or lower as well as overall expenses, such as employee wages, insurance, utilities, etc. **Surplus is shown as a red number and retail gap is shown as a black number.**

Distance	Total Retail Gap	10% Capture	Sales/SF	S.F. Needed
1-mile radius	\$4,636,699	\$463,670	\$300	1,546
3-mile radius	\$3,132,474	\$313,247	\$300	1,044

The above chart shows the aggregate number of potential sales within the 1-and 3-mile radii to Downtown Erwin. Below you will see these numbers broken down by retail category.

1-Mile Radius around Downtown

Erwin				
Primary Trade Area 1-mile around downtown		DOWNTOWN POTENTIAL		
Business Type	Retail Gap	10% of Retail Gap	Sales/SF	SF
		10%	\$300	Needed
Entertainment	10,000	1,000	00	10
Food and Beverage	20,000	2,000	00	10
Food and Beverage - Drive Thru	1,010,000	101,000	00	000
Gas	000,001	00,000	00	201
Health and Wellness	1,000,000	100,000	00	200
Total Gap	2,040,001	204,000	00	401

3-Mile Radius around Downtown

Erwin				
Primary Trade Area 3-mile radius around downtown		DOWNTOWN POTENTIAL		
Business Type	Retail Gap	10% of Retail Gap	Sales/SF	SF
		10%	\$300	Needed
Entertainment	000,110	00,112	00	200
Food and Beverage	000,000	00,000	00	100
Food and Beverage - Drive Thru	1,020,001	102,000	00	000
Dr	020,001	20,000	00	100
Total Gap	1,040,111	104,112	00	400

1-Mile Radius Retail Surplus

Category	Retail Surplus
Furniture Stores	\$ 599,696
Home Furnishing Stores	\$ 216,517
Home Centers	\$ 8,448,542
Grocery Stores	\$ 3,070,283
Department Stores	\$ 2,063,480
Limited-Service Restaurants	\$ 1,111,357
Total	\$ 15,509,875

3-Mile Radius Retail Surplus

Category	Retail Surplus
Furniture Stores	\$ 3,673,108
Home Furnishing Stores	\$ 2,051,066
Appliance Stores	\$ 328,758
Home Centers	\$ 9,299,950
Paint and Wallpaper Stores	\$ 906,632
Nursery, and Garden Supply Stores	\$ 1,138,776
Grocery Stores	\$ 9,284,244
Specialty Food Stores	\$ 481,407
Beer, Wine, and Liquor Stores	\$ 913,522
Book Stores	\$ 667,996
Department Stores	\$ 6,379,712
Limited-Service Restaurants	\$ 3,553,953
Total	\$ 38,679,124

The retail surpluses confirm that Downtown Erwin is attracting a disproportionate amount of retail sales in these categories and potential exists to attract additional retail and restaurant establishments to take advantage of the additional business potential.

Below are two tables showing the projected sales growth in different commercial categories. This information can help your recruitment process.

1-Mile Radius Income Distribution (Similar to the 3-mile radius income distribution)

HOUSEHOLD INCOME



Median Household Income

\$46,587

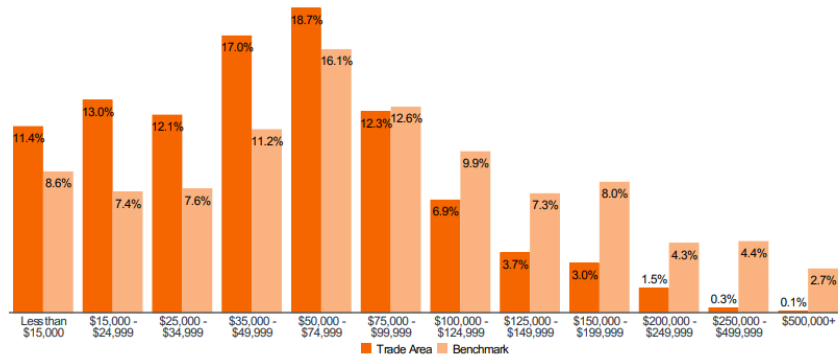
Index:64

Average Household Income

\$59,964

Index:57

HOUSEHOLD INCOME DISTRIBUTION



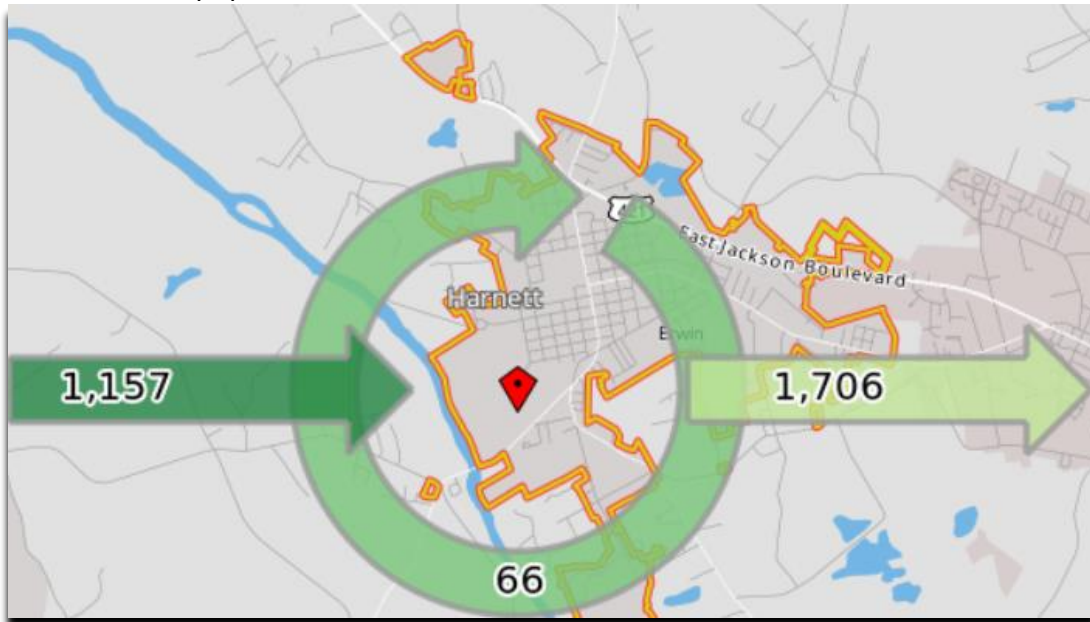
Benchmark:USA

© 2023 Claritas, LLC. All rights reserved. Source: ©Claritas, LLC 2023.
<https://claritas.easpolight.com/Spotlight/About/3/2023>

*Ranked by percent composition

Index Colors: <80 (Blue) 80 - 110 (Light Green) 110+ (Dark Green)

- \$46,587 Median Household Income
- \$59,964 Average Household Income
- \$50,000-\$74,999 Highest income distribution
- 53.5% of the population earns below \$50,000.
- 46.5% of the population earns above \$50,000.



(U.S. Census on the Map)

- 1,157 workers commute into Erwin daily.
- 66 workers live and work in Erwin daily.
- 1,706 workers leave Erwin daily for employment.
- 1,223 workers commute into and live and work in Erwin daily.
 - 26.9% of the Erwin population. These are potential consumers.

The above data can be used to help recruit businesses to Downtown Erwin to meet the unmet potential and reduce the retail gap or leakage. The priorities are to first retain, then expand and finally to recruit new businesses. The categories that show the most potential should be focused on first, especially within the 3-mile radius of downtown. This data can help existing businesses realize there may be potential to expand to capture additional retail sales.

Tapestry Segmentation identified by ESRI On-Line Business Analyst

We find that studying the Tapestry Segments helps to identify a retail mix based on demographics that could enhance the shopping experience. Tapestry Segmentations provide detailed descriptions of America’s neighborhoods. U.S. residential areas are divided into 67 distinctive segments based on their socioeconomic and demographic composition, then further classifies the segments into LifeMode and Urbanization Groups. Each radius has numerous LifeMode groups for a total of 100%. The detailed information can give Downtown Erwin a sense of who its customer is and insight into how to market to and what types of products to possibly add to existing inventory. By diving deeper into each Tapestry Segment’s LifeMode and Urbanization Group there may be an entirely new business that could emerge and possibly be a good fit for downtown.

The information provided reflects the U.S. characteristics. The table below shows the top three segments for each category with brief descriptions. Detailed descriptions are obtained by going to the raw ESRI data’s Tapestry information and clicking on each segment for the specific drive times. Visit <http://doc.arcgis.com/en/esri-demographics/data/tapestry-segmentation>

Top 3 Tapestries for each location

Total Community	1-mile radius	3-mile radius
Southern Satellites 38.1%	Midlife Constants 42.0%	Southern Satellites 43.6%
Mid-life Constants 34.0%	Heartland Communities 35.3%	Mid-life Constants 19.4%
Heartland Communities 27.9%	Southern Satellites 22.8%	Heartland Communities 14.9%

Southern Satellites is the top segment of those living within the entire Erwin community, the third largest segment of those living within a 1-mile radius of town and the top segment of those living within 3 miles of town. Midlife Constants is the second largest segment of those living within the entire Erwin community, the first segment of those living within a 1-mile radius of town and the second largest segment of those living within a 3-mile radius of town. Heartland Communities is the third largest segment of those living within the entire Erwin community, the second largest segment of those living within 1 mile of town and the third largest segment of those living within a 3-mile radius of town. Each of these segments will be addressed below:

Southern Satellites	Total Households (U.S.)	\$3,856,800
	Average Household Size	2.67
	Median Age	40.3

Average HH Income \$47,800

WHO ARE WE?

Southern Satellites is the second largest market found in rural settlements but within metropolitan areas located primarily in the South. This market is typically slightly older, settled married-couple families, who own their homes. Two-thirds of the homes are single-family structures; almost a third are mobile homes. Median household income and home value are below average. Workers are employed in a variety of industries, such as manufacturing, health care, retail trade, and construction, with higher proportions in mining and agriculture than the US. Residents enjoy country living, preferring outdoor activities and DIY home projects.

SOCIOECONOMIC TRAITS

- Education: almost 40% have a high school diploma only; 45% have college education.
- Labor force participation rate is 59.1%, slightly lower than the US.
- These consumers are more concerned about cost rather than quality or brand loyalty.
- They tend to be somewhat late in adapting to technology.
- They obtain a disproportionate amount of their information from TV, compared to other media.

Mid-Life Constants	Total Households (U.S.)	3,068,400
	Average Household Size	2.31
	Median Age	47.0
	Average HH Income	\$53,200

WHO ARE WE?

Midlife Constants residents are seniors, at or approaching retirement, with below-average labor force participation and below-average net worth. Although located in predominantly metropolitan areas, they live outside the central cities, in smaller communities. Their lifestyle is more country than urban. They are generous but not spendthrifts.

SOCIOECONOMIC TRAITS

- Education: 63% have a high school diploma or some college.
- At 31%, the labor force participation rate is low in this market.
- Almost 42% of households are receiving Social Security; 27% also receive retirement income.
- Traditional, not trendy; opt for convenience and comfort not cutting edge. Technology has its uses, but the bells and whistles are a bother.
- Attentive to price, but not at the expense of quality, they prefer to buy American and natural products.
- Radio and newspapers are the media of choice (after television.)

Heartland Communities	Total Households (U.S.)	2,850,600
	Average Household Size	2.39
	Median Age	42.3
	Average HH Income	\$42,400

WHO ARE WE?

Well settled and close-knit, Heartland Communities residents are semirural and semiretired. These older householders are primarily homeowners, and many have paid off their mortgages. Their children have moved away, but they have no plans to leave their homes. Their hearts are with the country; they embrace the slower pace of life here but actively participate in outdoor activities and community events. Traditional and patriotic, these residents support their local businesses, always buy American, and favor domestic driving vacations over foreign plane trips.

SOCIOECONOMIC TRAITS

- Retirees in this market depress the average labor force participation rate to less than 60%. More workers are white collar than blue collar; more skilled than unskilled.
- The rural economy of this market provides employment in the manufacturing, construction, utilities, health-care, and agriculture industries.
- These are budget-savvy consumers; they stick to brands they grew up with and know the price of goods they purchase. Buying American is important.
- Daily life is busy but routine. Working on the weekends is not uncommon.
- Residents trust TV and newspapers more than any other media.
- Skeptical about their financial future, they stick to community banks and low-risk investments.

AARP Livability Index

The AARP Livability Index for Downtown Erwin is 46 on a scale ranging from 0 to 100. The higher the score the more livable the community. Erwin ranks below average on this scale. It is important to consider the different index categories, such as health, environment, neighborhood, and opportunity to help you determine what needs to be done to improve this score. Some areas of particular interest include:

The positive.....

<u>Category</u>	<u>2022</u>	<u>2022 Median U.S. Neighborhood</u>
Housing (51 out of 100)		
Zero-Step Entrances	50.1%	50.1%
Housing Costs (Costs per month)	\$743	\$1,057
Housing Cost Burden	13.8%	16.3%
Availability of subsidized housing (Units per 10,000)	0	0
Neighborhoods (51 out of 100)		
Access to Grocery Stores & Farmer's Mkts (# of stores or markets)	0	0.0

<u>Category</u>	<u>2022</u>	<u>2022 Median U.S. Neighborhood</u>
Neighborhoods (51 out of 100)		
Access to parks	2	1
Access to libraries	1	0
Access to Jobs by Transit	0	0
Diversity of Destinations (Index from 0 to 1)	0.79	0.65
Transportation (46 out of 100)		
Frequency of local transit (Buses and trains per hour)	0	0
Walk Trips (Trips per household per day)	0.73	0.73
Congestion (Hours per person per year)	2.5	25.5
Environment (65 out of 100)		
Drinking Water Quality (% of people exposed to violation)	0%	0%
Local Industrial Pollution (ORSE score from 0 to 9,070)	0	0.00
Near-roadway pollution (% of people exposed to violations)	0.00%	0.00%
Engagement (38 out of 100)		
Broadband cost and speed (% of residents who have high speed and competitively priced internet)	96.4%	93.7%
Opportunity for Civic Involvement (Number of organizations per 10,000 ppl.)	7.1	1.18
Social Involvement Index (Index 0 to 2.5)	0.96	0.96

<u>Category</u>	<u>2022</u>	<u>2022 Median U.S. Neighborhood</u>
Opportunity (52 out of 100)		
Income inequality (Index from 0 to 1)	0.41	0.46
Age Diversity (Index 0 to 1)	0.95	0.85
The negative.....		
Housing (51 out of 100)		
Availability of multi-family housing (% of units multi-family)	2.2%	18%
Neighborhood (51 out of 100)		
Access to jobs by auto	9,198	44,198
Activity Density (Jobs and people per sq. mile)	651	3,056
Crime rate (Crimes per 10,000 people)	302	217.4
Vacancy rate (% of units vacant)	10%	8.6%
Transportation (46 out of 100)		
ADA-accessible stations and vehicles (% of stations and vehicles accessible)	82.5%	82.9%
Household transportation costs (Costs per year)	\$16,542	\$15,331
Speed limits (Miles per hour)	31	28.0
Crash rate (Fatal crashes per 100,000 people per year)	13.8	7.7
Environment (65 out of 100)		
Regional air quality (Unhealthy air quality days per year)	4.4	4.37

<u>Category</u>	<u>2022</u>	<u>2022 Median U.S. Neighborhood</u>
Health (21 out of 100)		
Smoking prevalence (% of pop. who smoke)	22.5%	18%
Obesity prevalence (% of adults who are obese)	36.3%	32.2%
Access to exercise equipment (% of people who have access)	55.5%	90.1%
Healthcare Professional Shortage Areas (Index 0 to 26)	11	0
Preventable hospitalization rate (% of preventable hospitalizations per 1,000 patients)	128.7	48.5%
Patient satisfactions (% of patients satisfied)	71.3%	71.8%
Engagement (38 out of 100)		
Voting Rate (% of people who vote)	59.4%	61.9%
Cultural, Arts and Entertainment Institutions (Institutions per 100 people)	0.1	8.01
Opportunity (52 out of 100)		
Jobs per worker (Jobs per worker)	0.48	0.80
High school graduation rate (% of students who graduate)	87.0%	88.5%

Walkscore

Walk Score Get Scores My Favorites Add to Your Site

Type an address, neighborhood or city **Go**

100 W F St
A location in Erwin
Commute to **Downtown Fuquay-Varina**
47 min 60+ min 60+ min View Routes

Favorite **Map** **Nearby Apartments**

Walk Score 54 **Somewhat Walkable**
Some errands can be accomplished on foot.

Bike Score 61 **Bikeable**
Some bike infrastructure.

[About your score](#)
[Add scores to your site](#)

Map showing the location of 100 W F St in Erwin, NC, with nearby streets and landmarks like the Erwin Recreation Department.

Visit <https://www.walkscore.com> for more information.

Summary and Recommendations

1. Retail Gap

At both the 1-mile and 3-mile radii, retail gaps are seen in electronics, pharmacies and drug stores, and family clothing. At just the 1-mile radius, a retail gap is seen in beer, wine, and liquor, while at just the 3-mile radius, a retail gap is seen in drinking places.

2. Retail Surplus

At both the 1-mile and 3-mile radii, retail surpluses are seen in furniture, home furnishings, home centers, groceries, department stores and limited-service restaurants. At just the 3-mile radius, retail surpluses are seen in appliances, paint and wallpaper stores, nursery, garden and farm supply stores, specialty food stores, beer, wine and liquor stores and book stores.

Baker's Family Furniture Mart and Aaron's contribute to the furniture and home furnishings surpluses, Carlie C's and Wal-Mart SuperCenter contribute to the pharmacy surpluses, Lowe's Home Improvement produces the home centers surpluses, Wal-Mart SuperCenter and Burke's

Outlet contribute to the department store surpluses. Wendy’s, Zaxby’s, Hardees and Subway contribute to the limited-service restaurant surpluses.

3. Intersection of Retail Gaps and Projected Sales Growth

These categories show both retail gaps and projected sales growth:

Category	Retail Gaps		Projected Growth	
	1-mile radius	3-mile radius	1-mile radius	3-mile radius
Electronics	\$ 516,836	\$739,116	\$ 72,676	\$ 203,339
Beer, Wine and Liquor	\$ 526,844	-----	\$ 76,969	\$ 196,272
Pharmacies	\$1,013,080	\$538,946	\$ 281,699	\$ 684,321
Family Clothing	\$ 693,491	\$1,328,571	\$-----	\$-----
Full-Service Rest.	\$1,886,448	\$-----	\$ 453,744	\$1,114,772
Drinking Places	\$-----	\$525,841	\$-----	\$ 105,408

For recruiting purposes, those categories that show both retail sales potential and projected growth, will give a potential business operator more confidence in the market sales potential for their products.

4. Walkability and Bikeability

The Downtown Erwin Walkscore of 54 is above average. Concerning bikeability, Downtown scores 61, which is also above average. You will want to work with the local NCDOT division to incorporate bike lanes into their streets in downtown as well as those controlled by the Town of Erwin.

According to a study by real estate advising company Robert Charles Lesser & Co., homebuyers are increasingly looking for green space and trail systems for walking, running, and biking. In fact, green space and trail systems were the No. 1 and No. 2 desirable community features in this referenced article---Source: New Home Source:

<https://www.newhomesource.com/learn/top-community-amenities/>

The list is below:

Parks and green spaces

Paved trail systems for walking, jogging, biking, etc.

Note that in addition to the walking and biking trail amenities, the #3 amenity that new homeowners want is:

Main street village centers with retail services and cafes for gathering and socializing.

Downtown Erwin fits the #3 desired community amenity and will want to see ways to increase walkability and biking options to meet consumer demands.

5. □ Redevelopment and Business Recruitment

Former Main Street Director Diane Young created the Downtown Directors' Guide to Working with Development Projects--<https://www.ncmainstreetandplanning.com/economic-vitality>-- an invaluable resource for downtown revitalization. Hilary Greenberg of Greenberg Development Services created business recruitment and retention guides that are also available on the NC Main Street and Rural Planning Center web site. These guides are recommended for Pembroke's redevelopment, recruitment, and retention efforts.

There is additional Claritas retail data to support your retail recruitment efforts.

If you have any questions concerning the above information, do not hesitate to contact Downtown Development Specialist Mike Dougherty at mike.dougherty@commerce.nc.gov or 919-817-7086.

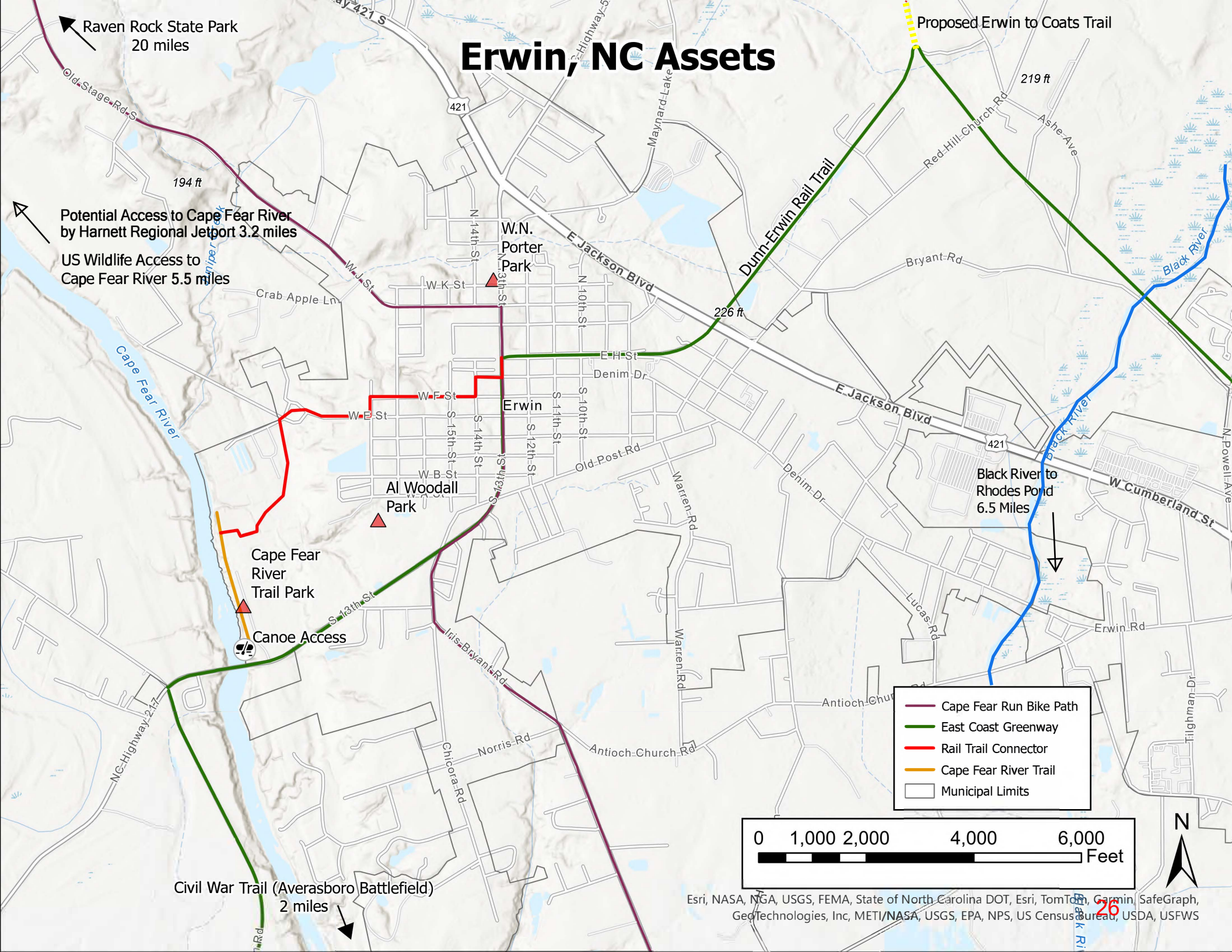
Sources: Claritas Retail Data

<http://doc.arcgis.com/en/esri-demographics/data/tapestry-segmentation>

Livabilityindex.aarp.org

Harnett County map—Glen Locascio, NC Department of Commerce

Erwin, NC Assets



Economic Drivers

5k Runs/Races on Rail Trail

Nutcracker Run in December

Denim Days (2,000+ attendance)

Cape Fear River & Park (put out at Park)

Rail Trail Users - 200 per day - counter system?

Statewide Bike Ride (every so often)

Tournaments - Baseball 9-14 yr olds

Tournaments - Softball

Chicora Golf Course

Community Assets	Natural Assets
Dunn-Erwin Rail Trail (greenway)	Black River
Canoe Access to Cape Fear River	Cape Fear River
Cape Fear River Park	Cape Fear River Park
Cape Fear Walking Trail	Cape Fear Walking Trail
East Coast Greenway Trail	Dunn-Erwin Rail Trail
Mountain to Sea Trail	Erwin is one of two places to cross Cape Fear River in Harnett County
NC Bicycle Route	Park - Al Woodall Park
	Park - W.N. Porter Park
	Raven Rock State Park (20 miles)

Institutional Assets	Human Resource Assets
Aversboro Battlefield Commission	5k Runs/Races on Rail Trail
Campbell University (Buies Creek)	Cape Fear River & Park (put out at Park)
Carolina Wetlands Association	Christmas Parade (1st Mon December)
Central Carolina Community College	Denim Days (1st Saturday September)
Dunn Tourism Authority	Denim Days (2,000+ attendance)
Dunn-Erwin Trail Board	Erwin Wilderness Challenge (off & on event)
Erwin Board of Commissioners	Movie Nights
Erwin Chamber of Commerce	Nutcracker Run in December
Erwin Elementary School	Rail Trail Users - 200 per day - counter system?
Erwin Historical Society	Senior Games
Erwin Parks & Recreation Department	Summer Concerts
Fort Liberty	
Harnett County Board of Commissioners	
Harnett County Economic Development Commission	
Harnett Soil & Water	

Mid-Carolina Council

Visit Harnett NC (District H Tourism Authority)

Cultural Assets
Golf cart community
Historic District
History Museum (Historic Society)

Unique Identifier

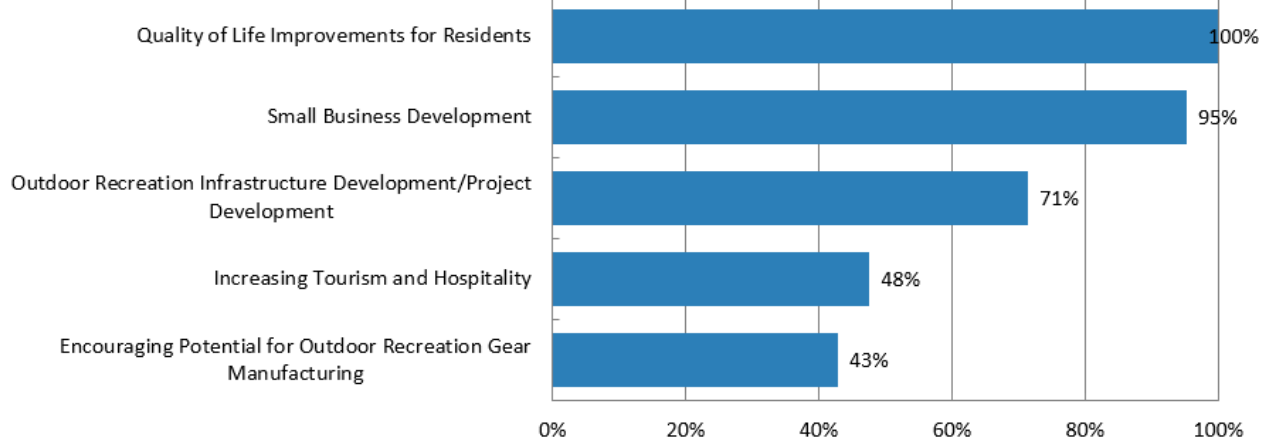
A rich history
Al Woodall Park
Averasboro/Erwin/Dunn development history - involves Coharie Tribe, Colonists and civil war
Cape Fear River
Dunn-Erwin Rail Trail
Dunn-Erwin Rail Trail is unique stretching from Dunn, to Erwin, to Harnett County.
Erwin started out as Duke
Historic Downtown – Mill
Mill Lawn

Erwin

CORE Primary Planning Group Questionnaire Results

02/15/24 – 10 Responses

1. Primary Topics to Address During Strategic Planning Process



2. What are the most significant outdoor recreation assets (parks, trails, bodies of water, other) in your community.

Al Woodall Park
Averasboro Civil War Battlefield
Black River
Cape Fear River
Cape Fear River Park
Cape Fear Walking Trail
Dunn-Erwin Rail Trail
Raven Rock State Park (20 miles)
Rhodes Pond
W.N. Porter Park

3. What outdoor recreation activities are most common in your community?

Hiking/Walking	100%
Canoeing/Kayaking	90%
Fishing	70%
Hunting	70%
Road Cycling (and other leisure biking)	40%
Birdwatching/Nature Viewing	30%
Horseback Riding/Equestrian	30%
ATV/Off-Road Vehicle Activity	30%
Motorized Boating	20%
Camping (RV, Tent, etc.)	10%
Disc Golf	0%

4. What outdoor recreation activities are not available in your community that you would like to have available?

Camping (RV/Tent/Etc.)	70%
Mountain Biking	70%
Disc Golf	60%
ATV/Off Road Vehicle	40%
Motorized Boating	40%
Horseback Riding/Equestrian	30%
Road Cycling and Leisure	10%
Birdwatching/Nature Viewing	10%

5. In your view, which outdoor recreation activities provide the most economic impact, or have the potential to provide increased economic impact, in your community? (List 3)

Boating
Canoeing & Kayaking
Cape Fear River
Concert Venues
Cycling
Disc Golf
Dunn-Erwin Rail Trail
Flea/Farmers Market-type things
Organized Sporting Tournaments
Walking & Riding Trails
Walking/Hiking
Camping
Connectivity to trails & downtown

6. When thinking about outdoor recreation in your community, what improvements are needed to enhance outdoor recreation assets/infrastructure? List needed improvements from most impactful to least impactful: For example: Is there an existing trail or water access point that needs parking/trailhead improvements? Is there an existing trail or park that could be better connected to the downtown business district? Is their adequate public access to local bodies of water?

Access/Amenities
Easier & inviting access at drop off to the river and rail trail
More knowledge about what we have to offer
We need something to keep people in Erwin. The Cape Fear River brings them here and then they turn around and go back to where they came from. We need come sort of camping in Erwin. Raven Rock is great but that is in the County and not specific to Erwin.
Disc golf course
More security for the Dunn-Erwin Rail Trail
More trails connecting to attractions
Access to slow moving open water (i.e. Black River)
Cape Fear River Trail but not a significant trail
Parks in town are ok, but not the greatest for children

7. Rank the importance of benefits to be gained from your community’s outdoor recreation assets and experiences. Please select the level of importance for each topic area.

Topic	Less Important	Somewhat Important	Important	Most Important	Combined*
Greater quality of life and amenities for residents			10%	90%	100
Attracting new business or industry	10%		40%	50%	90
Encouraging local entrepreneurship around outdoor recreation-related businesses		10%	60%	30%	90
Increasing revenue for existing businesses	10%	10%	70%	10%	80
Increased non-traditional overnight lodging options (Airbnb; Campgrounds)	10%	30%	40%	20%	60
Increased traditional overnight lodging options	10%	40%	20%	30%	50
Workforce development to prepare individuals to work in outdoor recreation		60%	20%	20%	40

*Combined Most Important & Important

8. What are the local features that make your community unique? *These could be related to outdoor recreation such as unique geographic features, activities available that are not available elsewhere. Or, cultural or historical in nature such as a quaint downtown, important local history, an annual festival or event, a famous person from the area, etc. List all that apply:*

A rich history
Al Woodall Park
Cape Fear River
Denim Days Festival
Dunn-Erwin Rail Trail
Flanked by Cape Fear River and Black River, we're historically relevant from time of Native Americans through to Colonial and Civil War era. Fishing and kayaking opportunities in tandem with historical information is a gold mine.
Historic Downtown - Mill
Mill Lawn
Rail Trail is unique stretching from Dunn, to Erwin, to Harnett County. It could be so great, but safety is such an issue on the Trail.
Residents that have deep roots and are passionate about the community
Since we are on the Cape Fear we could really take advantage of this by developing the area around it and having an inviting space for residents and visitors to go and visit the river.
The historical nature of the denim factory in town is great but it is currently a large eye-sore. The proximity to the Cape Fear River and the historical nature of the downtown area.

9. Are there any other improvements that could be made locally to enhance the quality, accessibility, or otherwise improve the experience of residents' and visitors' ability to engage in outdoor recreation within your community?

Athletic store
Bike shop/rentals
Develop tour guides
Easier access to river and trail
Historic Walking and Bike Trails
Kayak/Boat shop and rentals
More activity options
More attractive downtown area
More shopping opportunities
More signage, and more coverage of local events reaching out to a larger audience.
More special events to bring community together
New Sporting Events
Park Expansions
Retail shop specific to the rail trail
Running shoes and attire
Signage and Advertising materials (Short form videos)
There is nothing at the Cape Fear River park to bring people there. There is a 'boat ramp' that isn't highly functional and the area is not well kept.

10. When thinking about general tourism in your community what are the main tourist attractions? *These could be outdoor recreation related, or other attractions such as historical sites, museums, restaurants, art, etc. Please list all that apply:*

Al Woodall Park with the splash pad and ball fields
Averasboro Battlefield
Cape Fear River
Denim Days
Erwin has a museum that explains the history of the town when it was the township of Duke which is pretty cool.
Erwin History Room/Museum
Historical related events
Park related activities
River Trail
Sporting events
The (Dunn-Erwin) Rail Trail, and the Cape Fear River.
There is not a lot to choose from for restaurants besides fast food
There's not much here in the Erwin area, but Dunn has some interesting tourist sites. We only have the Historical Society and Averasboro Battlefield. Both need more funding and staff.
To be personal, I lived in Lillington and Linden for a total of 10 years. If it wasn't for our church (FBCE) and Walmart, I would never venture into town
Trails & River

11. When thinking about general tourism in your community, what are the first two activities that come to mind?

Biking
Canoeing
Cape Fear River
Cape Fear River Trail Park
Denim Days
Kayaking on Cape Fear
Sporting Events At The Park
Tubing down the Cape Fear River
Walking on the Dunn-Erwin Rail Trail

12. When thinking about general tourism in your community, what are the first two potential issues/problems that come to mind?

Access to the river and trail
Accessibility
Areas are not well lit or populated with litter everywhere
False local reputation
Lack of activities
Lack of facilities
Lack of lodging
Lack of marketing
Lack of Restaurants
Lack of stores
Lack of things to do
No big attractions
No entertainment
Options for safe overnight lodging
Safety & Cleanliness
Security

13. Do you believe that tourism is an important part of the community’s economy? *(Select one option)*

YES – 50%

NO – 30%

Not Sure – 20%

14. Is tourism generally viewed favorably within the community? *In the question below please describe why or why not?*

Not Sure – 50%

YES – 30%

NO – 20%

15. As a follow up to the question above, please describe why tourism is or is not viewed favorably within the community.

Erwin is a small town where everyone knows everyone. The town can put money into tourism but it would be much better spent on the citizens that are already here as well as the current infrastructure.
I feel that many people in Erwin would encourage growth and tourism in Town.
Lack of community involvement
Laid back atmosphere
More visitors equal more business
Never heard anyone mention it
No one speaks of it because it has not been a factor considered in the past
Some feel that any type of growth would stunt the community from the "Small Town Feel"
There are not a lot of overnight lodging options
There are not many things to do here
We don't have much, so I don't think it could be seen as unfavorable.

16. Should your community leaders take active steps to increase tourism within your community? *In the question below please describe why or why not?*

YES – 80%
 NO – 10%
 Not Sure – 10%

17. As a follow-up to the question above, please describe why community leaders should or should not actively try to increase tourism.

Actively support the funding of outdoor beautification and recreational activity.
Additional revenue dollars
Erwin could try and partner with Visit Harnett and Dunn Tourism
Funds would be best allocated to what the town already offers rather than bringing 'tourism' that frankly will most likely never kick off in a small town like this.
Help provide commerce and enhance the quality of life for the citizens
Increased revenues in Town are needed and would be good for everyone in Town
Make the community more attractive for businesses which will also increase the citizens quality of life
Our community needs visitors and new residents to inspire growth and prosperity.
This is a great place to live but there are several small towns around that do not have the horsepower to attract a lot of people to visit, it's better suited as a great place to live but pulling in outside people just to visit is not that important to me. Don't get me wrong there is no place in the world I would rather live than here

18. Do you feel that your community is an attractive, welcoming, and desirable place for visitors/tourists?

YES – 70%
 Not Sure – 20%
 NO – 10%

19. Based on your response above, why do you feel your community is or is not an attractive, welcoming, and desirable place for visitors?

Historical factors
I do feel that we are welcoming and desirable but attractive is a strong word. Our main attractions are the Rail Trail and Cape Fear River, if you are not into athletic activities, there really is not anything for you. No restaurants or stores. Nothing for kids to do to attract young families.
Natural resources - cape fear river
Scenic beauty
Kind people
Can drive golf carts around town
It is Classic small-town life.
There are no attractions to bring tourists in
There are houses and businesses in need of uplift to fully show a vibrant, up-and-coming feel.
Is it attractive and welcoming? Yes. Is it desirable? I think that goes a bit far. I don't foresee someone taking the exit off of I-95 to come 'visit Erwin'. Erwin is a fantastic community. However, focusing on tourism is a big step in the wrong direction.

20. What type of improvements could help increase tourism within your community? (Select all that apply):

Downtown revitalization/improvements	90%
Increased promotion and marketing of existing attractions	80%
More local attractions	70%
Improvements to existing attractions	70%
More traditional hotels or lodging	40%
More Air BnB/Short term rental options	30%
Dedicated staff/personnel to advocate for tourism-based opportunities	10%
<i>Other (please specify)</i>	0%

21. Are there any existing outdoor recreation related businesses in or near your community (retail shops, guides, bike shops, manufacturing companies, etc.)? List all that apply:

A running store in downtown Dunn
In Dunn and Lillington NC
Nearest one that comes to mind is in Lillington / Broken Paddle
None in the community

22. Are there any other existing businesses in or near your community that depend on, or benefit from, people engaging in outdoor recreation activities? (*Hospitality businesses that cater to outdoor recreation participants, restaurants, breweries, lodging, etc.*)? List all that apply:

All the restaurants would likely benefit, especially Burney's and the Pizza House.
Businesses that benefit from Cape Fear River are in Lillington. Which, obviously makes sense because the size of the river and the access to the water is much greater.
In Dunn and Lillington NC
None come to mind
Working on that as we speak

23. Are there any additional business types or needed services (*such as a bike shop, tackle shop, guide service, equipment rental, etc.*) **to support outdoor recreation in the community? If so, please describe.**

All that are mentioned are needed
BIKE SHOP!
Equipment rentals would thrive in Erwin
Fitness shops
Kayak rentals
Outfitter store
Tackle shop

24. Are the business assistance resources available in your community adequate to support the needs of existing businesses and prospective entrepreneurs?

Not Sure – 78%
 NO – 11%
 YES – 11%

25. If yes, what business assistance resources are available?

Small Business center
Central Carolina Community College
Local Chambers of Commerce
Harnett County Chamber of Commerce

26. If not, what could be done to improve the resources and support available for existing businesses and prospective entrepreneurs?

More business resources with the Chamber
--

27. Is improving quality of life for residents an economic development strategy within your community?

YES – 78%
Not Sure – 22%
NO – 0%

28. Is it common for individuals in your community to participate in outdoor recreation activities to improve their health?

YES – 56%
Not Sure – 33%
NO – 17%

29. If you answered no, please explain why, in your opinion, individuals do not participate in outdoor recreation to benefit their health?

Not sure

30. Do you feel that all members of your community have easy access to places where they can participate in outdoor recreation?

YES – 56%
NO – 22%
Not Sure – 22%

31. If not, what could be done to increase access and accessibility to outdoor recreation for more members of the community? Are there specific populations that do not have easy access to outdoor recreation assets?

Advertising
Beautification
Signage

32. Are there sufficient opportunities for youth to participate in outdoor recreation activities?

YES – 78%
NO – 22%
Not Sure – 0%

33. If not, what could be done to encourage more youth participation in outdoor recreation activities?

Youth tailored events

Please Enter the Following Information:

Full Name	Lauren Evans	Town of Erwin
Email Address	levans@erwin-nc.org	

Full Name	Tim Marbell	
Email Address	timmarbell@yahoo.com	Marbells Guns and Ammo

Full Name	MacDonald Snow Bowden Jr.
-----------	---------------------------

Email Address	townmanager@erwin-nc.org	Town Manger/ Town of Erwin, NC
---------------	--------------------------	-----------------------------------

Full Name	Dylan Eure	
Email Address	Deure@erwin-nc.org	Town of Erwin

Full Name	Frank Toth	
Email Address	frankt19851976@gmail.com	Erwin Area Chamber of Commerce

Full Name	Wesley Johnson	The Millside / Central Carolina Industrial Park
Email Address	wesley@themillside.com	

Full Name	Pamela Collins	Erwin Area Chamber of Commerce
Email Address	contact@erwinchamber.org	

**Creating Outdoor Recreation Economies (CORE)
UNC System Partners for Strategic Plan Implementation Services**

UNC System Partners	Primary Contact	Proposed Services	Number of Communities Proposed to Be Served	Approximate Timeframe to Provide CORE Services <i>All work to be completed by 12/31/2025</i>
NCGrowth - UNC Chapel Hill https://ncgrowth.kenaninstitute.unc.edu/	Carolyn Fryberger, Assistant Director of Economic Development, NCGrowth	Teams of graduate student analysts, with support from staff and faculty, will provide technical assistance and consulting services to CORE communities to support strategic plan implementation and advance specific projects identified in the plans. Services will be tailored to communities' needs and could include: • Feasibility Studies • Market Analyses • Economic Impact Analyses • Financial Analyses.	Up to 17	November 2023 - October 2025
Initiative for Community Growth and Development - NC State University https://design.ncsu.edu/about/community-growth-initiative/	Adam Walters, PLA, ASLA, Associate Director, Initiative for Community Growth and Development	Faculty from the landscape architecture program at NC State University (NCSU) and students from the landscape architecture programs at NCSU and NC Agricultural & Technical State University will provide landscape architecture design study services and related support to CORE communities. Design studies may vary in scale and complexity, depending on communities' needs, and may include preparation of conceptual renderings to support projects identified in CORE strategic plans and/or to spotlight, illustrate or further detail potential opportunities or constraints relevant to the CORE plans.	8 to 10	October 2023 - September 2025
Crisp Small Business Resource Center, Miller School of Entrepreneurship, College of Business - East Carolina University https://business.ecu.edu/msoe/crisp/	Emily P. Yeager, Ph.D., Assistant Professor, Department of Recreation Sciences, and Interim Director of the Crisp Small Business Resource Center in the Miller School of Entrepreneurship	Faculty will provide technical assistance and consulting services to CORE communities to support strategic plan implementation and advance specific projects identified in the plans. Services will be tailored to communities' needs and could include: • Assistance with Executing Strategic Planning • Feasibility Studies • Market Analyses • Economic Impact Analyses • Financial Analyses.	2 to 3	January 2024 - December 2025
Center for Industry Research and Engagement (CIRE), Bryan School of Business and Economics - University of North Carolina at Greensboro https://bryan.uncg.edu/research/research-resources/	Erick T. Byrd, Ph.D., Associate Professor, Department of Marketing, Entrepreneurship, Hospitality, and Tourism, and Dean of the Bryan School of Business and Economics	Faculty-led student teams will work with CORE communities to develop projects that are specific to the individual community's goals, needs, and resources. Most projects can be done at a community, organizational, and individual business level. Projects may include: • Community Event Portfolios and Economic Impact Analyses • Operations Assessments • Community Resource Audits and Strategic Plans • Operations Feasibility Studies • Community Strategic Plans • Outdoor Recreation Consumer Profile Reports • Competition Analyses • Outdoor Recreation Needs Analyses • Consumer Market Analyses • Product/Service Feasibility Studies • Destination Management and Marketing Plans • Service Quality Audits • Family Business Strategic Plans • Stakeholder Management Plans • Feasibility Analyses • Sustainability Feasibility Studies • Financial Feasibility Studies • Tourism Plan • Human Resource Practice Reviews • Visitor Direct Expenditure Studies • Market/Industry Feasibility Studies • Website and Social Media Evaluations and Recommendations • Marketing Plans.	Up to 10 (+ up to 10 more if renew for another year)	January 2024 - December 2024 with option to renew for one year

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 24, 2025

Subject: MAPS Group Salary Survey

Erika Phillips from the MAPS Group will be here tonight to present the data from the salary survey. She will have a presentation to share as well. She is still working on the updates to our personnel policy and the job descriptions for each position. I figured this was a good time to present this data as we start planning for our upcoming budget for the next Fiscal Year.



TOWN OF ERWIN

Post Office Box 459
Erwin, NC 28339
(910) 897-5140

M-E-M-O-R-A-N-D-U-M

DATE: February 21, 2025
TO: Mayor and Town Board of Commissioners
FROM: Bill Dreitzler, P.E., Town Engineer
RE: 2024-2025 Powell Bill Street Re-surfacing Priority Recommendations

Snow,

After review of our street resurfacing locations over the last few years, recommendations from last year's memorandum, review of the 2023 Pavement Condition Survey, and our continued field condition evaluation, please consider the following recommendations:

1. W N Street (N 13th Street to N 16th Street - Approx. 1,380 LF)
Estimated Cost: \$41,400
2. Don Ron Road (Approx. 2,000 LF)
Estimated Cost: \$60,000

The 2023 Street Pavement Condition Report assigned a Pavement Condition Index (PCI) to each section of the Town's Street system. The street condition is considered very poor with a PCI in the range of 0-26 and considered poor with a PCI in the range of 25-65. The streets recommended above for resurfacing had some of the lower PCI ratings in the system. W N Street (N 13th Street to N 16th Street) had a PCI that ranged from 64.7 to 36.6 with 66% of the recommended street sections in the 36.6 range. Don Ron Road has a PCI rating that ranges from 37.0 to 37.2.

The opinion of cost is based on an evaluation of the re-surfacing cost over the last five years. Based on the opinion of cost above, the estimate for resurfacing is \$101,400 plus any additional cost for patching and pothole repairs. Please advise if you have any questions or comments and if you have any additional streets you would like evaluated prior to finalizing these recommendations.

Sincerely,

Bill Dreitzler, P.E.
Town Engineer

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 24, 2025

Subject: TRC Stormwater Management Plan Contract

We have a proposed contract to discuss with the firm TRC to prepare the stormwater management plan for the town of Erwin. As a reminder, the Town of Erwin received a grant from the State of North Carolina to prepare this plan. As a reminder, we have already approved a grant project ordinance for this project. We had to send in a copy to the State of North Carolina as a part of the grant process.

Attachments:

- Proposed contract with TRC
- Grant Project Ordinance
- Miscellaneous

February 24, 2025

Town of Erwin, North Carolina
Attn: Mr. Snow Bowden, Town Manager
100 West F St.
Erwin , NC 28339
By email: townmanager@erwin-nc.org

**RE: Proposal for Engineering Services
Town of Erwin – Stormwater Management Plan
Erwin, North Carolina
TRC Prop. No: 627364.9999.0000**

Dear Mr. Bowden,

In response to your recent request and the project information provided, TRC Engineers, Inc. (TRC) is pleased to present this proposal for Engineering Services for the Town of Erwin’s (Town) Stormwater Management Plan project. This proposal revises our February 12 and February 19, 2025 proposals to address scope revisions requested. It is our understanding the scope of the project will consist of field data collection of stormwater infrastructure, such as manholes, inlets, junction boxes, pipes, and culverts, within the Project Area (shown below in Figure 1, red), as well as development of a 10-year capital improvements plan for the Town’s stormwater infrastructure. Field data collection will consist of GPS locating up to approximately 900 stormwater features, and include a visual condition assessment of each asset.

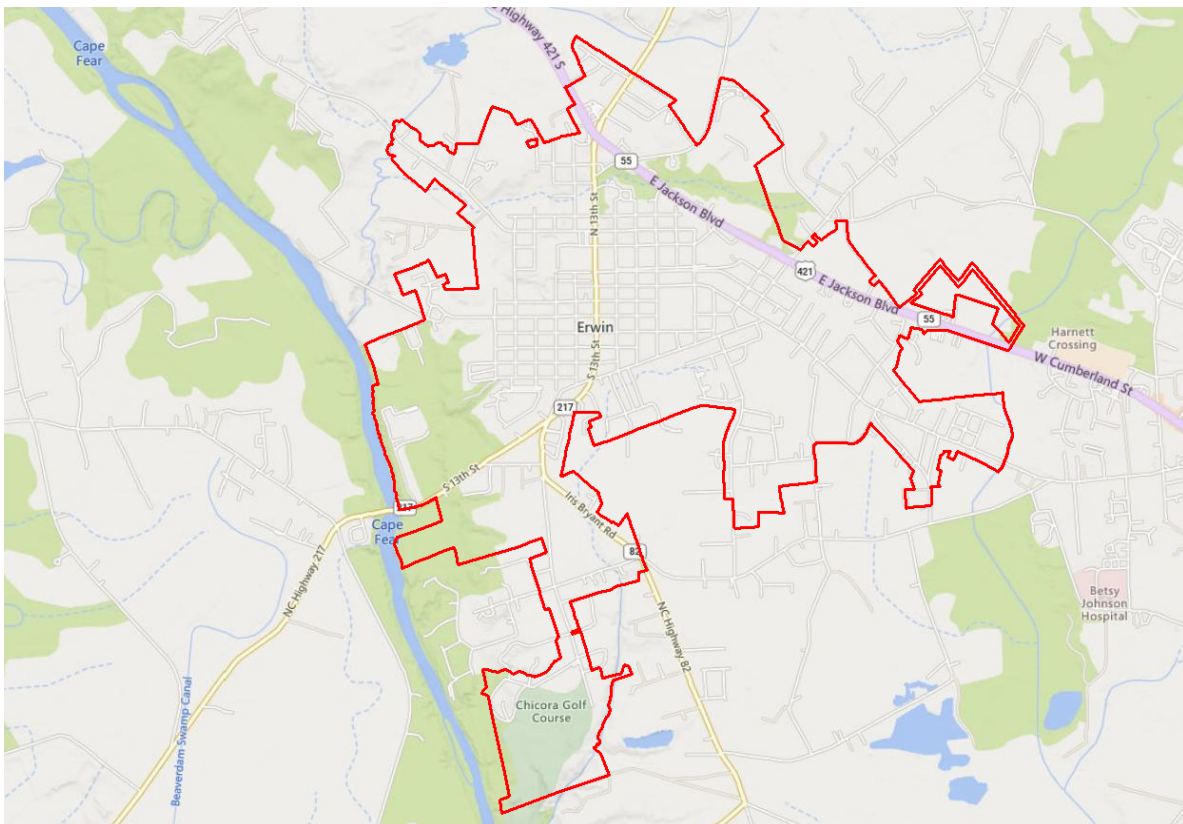


Figure 1: Project limits (red)

Scope of Services

PHASE 1 - GIS DEVELOPMENT

Stormwater Database Design

TRC will prepare a draft stormwater geodatabase scheme for review by the Town. TRC will incorporate fields for data collection, such as structure type, material, piping, and conditional information into the geodatabase framework. This framework will be provided to the Town for review and comment prior to finalization for data collection. Framework is anticipated to consist of a digital spreadsheet and one (1) virtual meeting to discuss prior to finalization.

Stormwater Assessment Application Development

Utilizing ESRI applications, TRC will assemble a field data collection application for use in assessing stormwater structures within the project area. The application development task builds the foundation for successful completion of field work and project deliverables. TRC utilizes ESRI cloud-based systems to satisfy project schedule requirements by providing key managers and decision-makers with critical, accurate real-time information in a consistent format that can be accessed from anywhere at any time.

Using this database, we will subsequently complete the following tasks:

- Create a web map to be used in the field collection system that utilizes available or created stormwater layers and attributes pulled from the foundational stormwater geodatabase.
- Develop and configure the ArcGIS Field Maps form to allow for ease of entry of the features and attributes into the finalized Stormwater Geodatabase scheme.
- Develop a web application to be used for internal and external review of data collected in the field.
- Test functionality of the geodatabase system with the project team.
- Develop an assessment report that will provide the findings of each field assessments.

Deliverable

Deliverable consists of a geodatabase and ArcGIS Field Maps application for use in subsequent phases. The completed geodatabase will be shared as a deliverable in a later phase. TRC can share the Field Maps form with the Town's ArcGIS Online organization for future collection of additional assets, if desired. It should be noted that our services do not include integration of any assets collected by the Town using this application. TRC will also provide the Town with a secure web viewer that will have a real-time connection to field data as it is collected.

PHASE 2 - FIELD DATA COLLECTION AND ASSESSMENT

Office Research and Document Review

Utilizing data available, TRC will perform a desktop review of known and assumed stormwater assets within the Town of Erwin's jurisdiction. TRC will utilize the Town's existing stormwater mapping, public aerial imagery, LiDAR, and other publicly available information to identify possible stormwater infrastructure not currently mapped for assessment. This information will be used to help guide crews during the field effort and concentrate efforts.

Community Survey

TRC will prepare a public input and engagement strategy with the Town to identify key objectives, stakeholders, and considerations. Once approved, TRC will prepare a community survey for distribution. It is anticipated that the community survey will consist of a digital questionnaire to be hosted through Google Forms or a similar platform. TRC will develop up to two (2) informational graphics for advertising the survey, to be shared on the Town's website, social media, or utility billings. TRC will compile and summarize results from the community survey into the management plan, developed under a separate task.

Field Data Collection and Assessment

Utilizing the ESRI Field Maps application created under Phase 1, TRC will locate up to approximately 600 stormwater structures. A structure is a point where stormwater pipes start or stop, such as a manhole, catch basin, junction box, headwall, outfall, culvert end point, or similar items. Our services assume that residential driveway culverts, not associated with a connected pipe system, are not included at this time.

Based upon a preliminary desktop investigation, it appears that the project area includes approximately 371 public stormwater structures. Due to the preliminary nature of this research, we assume that additional structures may be present in the project area. TRC will make a reasonable effort to collect additional, public storm structures in our project area that may not be mapped but reserves the right to negotiate for additional services for missing or unknown infrastructure above the 600 structures included within this proposal. TRC will:

- Utilize survey-grade global navigation satellite system (GNSS) equipment for data collection. It is assumed that approximately 85% of locations will be of survey grade quality (FGDC Third Order of $\leq 0.05'$) and the remaining 15% will be of mapping grade quality (FGDC General Order of $\leq 0.2'$). Any structures not meeting the FGDC General Order survey standards due to GPS interference will be documented as such. Should survey quality be requested for assets meeting mapping grade quality, this can be provided as an additional service.
- GPS locate up to 900 stormwater structures, including type, elevation, size, material, and orientation of stormwater gravity piping. TRC will identify if the feature was previously known or identified during the field assessment.
- Perform a condition assessment at each structure, including photos. Field condition assessments are expected to consist of visual observation only.
- Collect condition photographs of the asset, including structure approach, inlets, and within the structure, where accessible.
- Perform data review and quality control.

Ditch Assessment

TRC will perform a field assessment and observation of select private and public ditch networks within the project area. Our assessment is intended to verify lining materials, geometry, obstructions, and maintenance issues that may be contributing to flooding. TRC will develop a ranking system for prioritizing ditch mitigation efforts for inclusion into the Stormwater Management plan provided under a separate task. Our services assume that effort under this task will be performed by one (1) field staff for five (5) 10-hour workdays.

Limited Topographic Survey

TRC will complete a partial topographic survey within the project scope area of centerline miles of ditches, canals, and streams, where necessary to better develop existing condition hydraulic models. The survey will provide topographic contours up to 20 feet on either side of the channel, with cross-sections approximately spaced at 1,000 feet, culvert crossings, or major bends in the drainage system. TRC will utilize conventional and GPS surveying technologies to complete the field survey. The final deliverables will be PDF hardcopies signed and sealed by a Professional Land Surveyor of the State of North Carolina, and a digital AutoCAD file.

The survey will include the following items.

- Establish survey control points within the project area, based upon NGS Monumentation. Horizontal Datum for this project will be the North Carolina State Plane Coordinate System, NAD83 (2011), with units of U.S. Survey Feet. The Vertical Datum will be NAVD88.
- Topographic site data will be obtained within the project limits at 1,000-foot intervals, major bends, and culvert crossings. This data will include but not limited to ground shots, top and bottom of bank elevations, highway right-of-way monumentation, paved roadways, storm manholes and infrastructure, ditches, and tree lines.
- Ground elevations will be obtained sufficient to produce 1-foot contours in a 3D surface.

- Underground utilities are not included.
- Boundary survey and a title commitment is excluded from this scope of work.

As the exact extent and locations of these areas will not be understood until the field assessment is complete, the below fee assumes that no more than five (5) field days of effort will be required.

Deliverable:

The data will be acquired, processed, and delivered in AutoCAD electronic format to TRC’s hydraulics engineers. The final deliverables will be a sealed hard copy (paper/PDF), electronic AutoCAD (*.dwg) and terrain surface files (LandXML).

CCTV Inspection of Select Lines

Utilizing a remote-controlled CCTV camera, TRC will investigate the drainage system within select portions of the project extents that are inaccessible, or connection cannot be determined by field observation. As the exact extent and locations of these areas will not be understood until the field assessment is complete, the below fee assumes that no more than five (5) field days of effort will be required.

Deliverable:

Deliverables will consist of a preliminary stormwater geodatabase of the project area for TRC review and delivery during Phase 3. In addition to the geodatabase, our deliverable includes CCTV recordings in MP4 format, shared through a Microsoft SharePoint site for the project. For file size management, recordings will not be incorporated into the geodatabase. Limited topographic information collected will be processed into an AutoCAD DWG for use in modeling natural drainage systems.

PHASE 3 – CONNECTIVITY AND QUALITY CONTROL

Data Processing and Drafting

As a part of Phase 1, described above, TRC will provide access to the collected location data and their attributes in a web viewer. The Project Team will have the ability to conduct QA/QC on the field collected data and the Project Manager will have the ability to make edits within the web viewer prior to its inclusion into the final geodatabase. The data will be collected into ArcGIS Online hosted feature layers using the agreed upon database schema so that it can be loaded back into geodatabase once reviewed for consistency, spelling, and accuracy.

Utilizing the data collected under Phase 2, TRC will process the incoming field data into the final geodatabase. Errors identified will be resolved where possible or flagged for Town correction where TRC requires additional information. TRC will also draft and populate a pipe layer within the geodatabase to display connectivity.

An ArcGIS Online hosted polyline feature layer will be used to populate pipes between asset points. GIS staff will update attribution on the linework based on field notes collected within the Field Maps application. The linework feature layer will be available within the web viewer for review by the project team.

Assessment Review

TRC’s Infrastructure team will perform a quality review of each incoming asset report for clarity and quality. Each assessment report will be finalized, with the attributes within the geodatabase populated. A PDF copy of the asset report will be provided as an appendix in the Capital Improvement Plan to be provided under a separate Phase.

Quality Management

TRC will utilize ArcGIS to screen the stormwater database for additional anomalies and topology errors. These topology errors will be resolved where possible or flagged for Town correction where TRC does not have enough

in-house knowledge to make edits. Once data has gone through the review process, GIS staff will import it into the geodatabase and check for geometric connectivity.

Deliverable

Deliverable will consist of a completed geodatabase for the Town's use. The geodatabase is anticipated to include:

- Stormwater structures point file, including junction boxes, curb inlets, grate inlets, yard inlets, manholes, headwalls and other assumed-public stormwater structures. The file will be populated with attributes from our field data collection, final individual asset report, and photos.
- Stormwater piping polyline shapefile, including size, material, and approximate alignment of stormwater pipes and culverts.

PHASE 4 – HYDRAULIC ASSESSMENT

Existing Condition Modeling

Our Team will develop an existing conditions hydrologic and hydraulic (H&H) model to evaluate the capacity of the existing stormwater network and to identify conceptual stormwater improvement alternatives for further evaluation. We anticipate modeling will be performed using the Storm Water Management Model (SWMM)-based PCSWMM software.

The existing conditions model will be used as the basis for evaluating the primary drainage system level of service (LOS) and delineating flood risk inundation areas. The delineated flood-susceptible areas may benefit from capital improvement program (CIP) projects such as culvert improvements, replacing undersized gray infrastructure, distributed green stormwater infrastructure, and nature-based solutions throughout the project area.

For budgeting purposes, we assume the model domain will include up to 900 structures and 80,000 linear feet of pipes and open channels. If the initial stormwater asset inventory identifies additional infrastructure, we will coordinate with the Town to identify and prioritize areas to conduct modeling efforts.

TRC will evaluate the 2-, 10-, 25-, and 100-year design storm events utilizing National Oceanic and Atmospheric Administration (NOAA) Atlas 14 rainfall depths and a Soil Conservation Service (SCS) Type II rainfall distribution. Hydrologic parameters to be estimated are anticipated to include subbasin area, existing land use, curve number, flow paths/lengths, hydrologic soil group, significant detention storage areas, and channel/ditch characteristics. We assume that publicly available LiDAR data and new field survey data collected during initial phases of the project can be used within the study limits to estimate the required hydrologic parameters. TRC will review available information from the United States Geological Survey (USGS) gages along the Black River (Station ID: 02106681) and the Cape Fear River (Station ID: 02102500) to inform model boundary conditions.

We will attempt to calibrate and validate the existing conditions model using available information such as historical rainfall, post-storm aerial imagery, high-water marks, and community feedback for up to two (2) storm events. Our team will coordinate with the Town to select the storm events for use in model calibration and validation.

Using the calibrated existing conditions model, our team will identify up to five (5) areas of concern for more detailed assessment and alternatives analysis.

Our team will summarize the existing conditions model development, methodologies, assumptions, and results in a technical memorandum. The technical memorandum will include inundation maps and a summary of capacity analysis for various stormwater networks throughout the project area.

Deliverables

- Technical memorandum summarizing the development of the existing conditions model application
- Electronic files of the existing conditions model application

Alternatives Analysis

Our team will update the existing conditions model application for up to five (5) areas of concern to evaluate planning level conceptual stormwater improvement options. Areas of concern will be selected in conjunction with TRC following review of the existing conditions model developed in the above task.

Current known areas of concern include:

- East H Street, near the intersections with N 8th and N 9th street, through E Jackson Blvd
- Duke Street and Butler Drive through Denim Drive
- 9th Street through Porter Park, from the end of W L street upstream to US 421.

It should be noted that the above areas of concern are approximate, and further refinement will be performed as part of the existing condition modeling performed under the previous task.

We will evaluate up to two (2) alternatives for each area of concern. Alternatives analysis will include revising the existing conditions model to include conceptual stormwater improvement projects and evaluating these projects under the desired LOS. We will prepare inundation maps and a summary of capacity analysis for the selected areas. As the scope of alternatives and proposed improvements are unknown, development of construction or “shovel-ready” drawings are not included at this time.

Deliverables

- Inundation maps and a summary of capacity analysis for each evaluate alternative
- Electronic files of the alternatives analysis model application
- Prepare planning-level cost estimates for each improvement

PHASE 5 – STORMWATER MANAGEMENT AND CAPITAL IMPROVEMENT PLANNING

Stormwater Management Plan

TRC will prepare a stormwater management plan for the Town. Utilizing information gathered, the stormwater management plan shall include recommendations for:

- Design criteria for addressing stormwater quantity and quality within the Town’s jurisdiction
- Public education and outreach
- Construction Site Runoff
- Post Construction Site Runoff
- Pollution Prevention and Good Housekeeping
- Framework for necessary updates to the existing Town Stormwater Utility

Capital Improvement Plan

TRC will prepare a 10-year capital improvement plan from information gathered and analyzed in previous phases. Our capital improvement plan will consist of:

- A discussion of our field assessment operations and methodologies
- Prioritization of projects according to impact and effectiveness
- Ditch maintenance and cleanout priority
- Maintenance plan based on the age and condition of the stormwater infrastructure
- A preliminary cost estimate for each improvement, including engineering services
- Assessment of financial needs and preliminary cost estimates for repairs, replacements, and capital improvement projects
- Our services include up to one (1) additional CIP development meeting to discuss other, known capital improvement the Town would like prioritized

The final deliverable will be a comprehensive report detailing the methodology, findings, and recommendations for implementing and maintaining the capital improvements plan.

PHASE 6 – PROJECT MANAGEMENT AND MEETINGS

Project Management

Throughout the project, TRC will provide project management services over TRC’s scope of services outlined above. This will consist of:

- Provide overall project management services to monitor job progress, arrange resources for the project, and communicate to the Client the status of the project
- Manage TRC project personnel, operations, schedule and execution
- Client communication and coordination outside of meetings identified elsewhere

Bi-Monthly Progress Meetings

TRC will participate and lead virtual progress meetings throughout the project execution. This is anticipated to consist of no more than six (6) virtual meetings, held through Microsoft Teams, Zoom, or an equivalent platform. Progress meeting schedule is anticipated to consist of one (1) bi-monthly meeting.

Town Council Workshop Meeting

TRC will prepare a presentation and attend up to one (1) Town Council workshop meeting to discuss the project, findings, and recommendations that are identified during the development of the capital improvement plan.

Town Council Presentation

TRC will prepare a presentation and attend up to one (1) Town Council formal meeting to discuss the project, findings, and recommendations that are identified during the development of the capital improvement plan.

Schedule

Based upon a notice to proceed, TRC Engineers proposes completing the above services based upon the following schedule:

<u>Phase Description</u>	<u>Days from Notice to Proceed</u>
GIS Development	60 Days
Field Data Collection	150 Days
Connectivity and Quality Control	210 Days
Hydraulic Assessment	300 Days
Stormwater Management and Capital Improvement Planning	360 Days
Project Management and Meetings	360 Days

Should this schedule not meet your expectations, TRC is happy to discuss our anticipated schedule and tasks.

Compensation

Compensation for engineering services and reimbursable expenses shall be based on the following fixed fees except as noted below. These lump sum fees will be invoiced monthly based on our estimation of the percentage complete on each task. Hourly services will only be provided upon direct request.

<u>Phase</u>	<u>Description</u>	<u>Fixed Fee</u>
1	GIS Development	\$9,800
2	Field Data Collection	\$154,000
3	Connectivity and Quality Control	\$34,800
4	Hydraulic Assessment	\$208,300
5	Stormwater Management and Capital Improvement Planning	\$49,600
6	Project Management and Meetings	\$24,400
Total Services		\$480,900

Additional Services not included in this proposal consist of:

1. Full Topographic or boundary survey;
2. Subsurface utility locating services and engineering (SUE) services except as indicated herein;
3. Hydraulic or hydrologic modeling except as indicated herein;
4. Detailed engineering design or permitting;
5. Grant applications or administration;

Assumptions

- 1.
2. Our services include location and assessment of up to 600 storm structures within a field event lasting approximately 30 working days.
3. Our services assume that all work will be performed in Town or DOT ROWs or where existing easements exist. Our services do not include obtaining any access agreements or right-of-entry with any owners where stormwater infrastructure to be located exists.
4. Our services do not include repairing asphalt, concrete, or other surfaces that may be damaged or marred in order to gain access for the assessment.
5. Our services do not include any structure cleaning. TRC will attempt to collect spatial data through accumulated sediment or debris, but our cleaning efforts are not intended to be exhaustive.
6. Stormwater infrastructure collection will be limited to primary inlets and outlets at each structure. TRC will not collect or assess connections that service roof drainage or private infrastructure.
7. TRC will host the Field Maps form and secured web application in their ESRI environment.
8. All project progress meetings will be held remotely, unless explicitly stated otherwise.
9. Collection of driveway culverts are not included at this time but can be included as an add service or incorporated as one of the 600 assets included within this proposal. If collected, driveway culverts will be collected as a single asset.
10. TRC will attempt to locate unidentified storm infrastructure within the project area, but the possibility of blind, buried, or lost connections exist. TRC is not responsible for differing subsurface conditions based upon unknown connections.

Mr. Snow Bowden
Town of Erwin Stormwater Management Plan
February 24, 2025 - Page 9 of 11

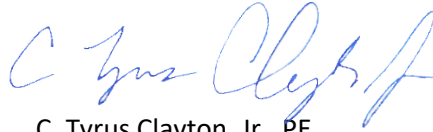
TRC appreciates the opportunity to submit this proposal, and we look forward to working with you on this project. Please feel free to contact Luke Baker at 919-582-7288 or Tyrus Clayton at 919-827-0909 should you wish to discuss our proposal in further detail.

Sincerely,

TRC ENGINEERS



Luke Baker, PG
Project Manager



C. Tyrus Clayton, Jr., PE
Regional Growth Leader

Attachments:

- Attachment 1 – Work Authorization
- Attachment 2 – TRC Standard Terms and Conditions
- Attachment 3 – 2025 TRC Billing and Equipment Rates (use only if T&M or unit pricing for out-of-scope work)

Attachment 1
Work Authorization

Acceptance of TRC Proposal No. 627364.9999.0000

Attention: Luke Baker

Acceptance

Authorization for TRC to commence work included in the above-referenced Proposal constitutes acceptance of this Agreement. TRC will begin project preparations upon receipt of the completed form below. If a purchase order is required for our invoice to be processed, that purchase order must be received in order for our team to mobilize. Acceptance is limited to the terms stated herein, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.

Approved and accepted as of the date shown below:

Town of Erwin

By:

Signature

Printed Name

Title

Date



TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the proposal to which these Terms and Conditions are attached (the “**Proposal**”). The term “**TRC**” herein shall mean the entity submitting the proposal. The term “**Client**” herein shall mean the person or entity for whom the Work will be performed. Sometimes herein Client and TRC are referred to individually as a “**Party**” and collectively as the “**Parties**.” As used herein, the term “**Affiliate**” means any direct or indirect, current or future, subsidiary of a Party, or any other entity which is controlled by a Party, or which controls a Party directly or through one or more intermediary. The term “**control**” as used in the prior sentence means possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the power to direct or cause the direction of the management or policies of an entity, whether through ownership of securities, by contract, or otherwise.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

- 1.1 Work, Deliverables, Materials. TRC will perform the consulting, engineering, and/or other professional services (the “**Work**”), provide the Deliverables (defined below in Section 12.1), and/or procure the materials and/or equipment (“**Materials**”), as set forth in detail in the Proposal.
- 1.2 Agreement Documents. These Terms and Conditions, along with any Change Orders (defined below) and the Standard Invoice Formats attached hereto, together with the Proposal, form the Agreement pursuant to which TRC will perform. If Client issues a purchase order or similar document authorizing the Work (“**Client Authorization**”), such Client Authorization shall be incorporated into the Agreement, provided any pre-printed terms included in any Client Authorization shall be of no effect and are expressly excluded from this Agreement.
- 1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, these Terms and Conditions shall take precedence, followed by the Proposal, unless expressly stated otherwise herein or in the Proposal. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.
- 1.4 Defined Terms. Some capitalized terms used in the Agreement may be defined in the Proposal. Any term defined in the Proposal will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in the Proposal. As used herein, the term “day” means “calendar day.”

ARTICLE 2. COMPENSATION AND INVOICING

- 2.1 Compensation. Client shall pay the Contract Price set forth in the Proposal.
- 2.2 Invoicing. TRC will bill for its Work, and Client shall compensate TRC, as provided in the Proposal. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.
 - (a) Time and Expense or Time and Materials. Any Work performed on a time and expense or time and materials (“**T&M**”) basis will be invoiced as follows:
 - (i) Rates shall be as set forth in the Proposal. Rates are subject to increase on an annual basis.
 - (ii) TRC will keep accurate and daily records of all labor, equipment, and materials furnished. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client’s written request.
 - (iii) Reimbursable Expenses:
 - Project Expenses. Expenses reasonably incurred in connection with the Work will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).
 - Insurance. A charge of 2% will be applied to all invoiced amounts for the cost of TRC’s insurance coverage.
 - Subcontractors. A fee of 10% will be added to the invoice cost of subcontracts managed by TRC.
 - Client Requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.
 - Mileage. Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
 - Transportation Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost plus 10%, with receipts provided for any expense over \$25.00.
 - Lodging and Meals. Lodging and meals will be charged either:
 - at cost plus 10%, with receipts provided for any expense over \$25.00, or
 - on a per diem basis, using the GSA per diem rates found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.
 - (iv) Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
 - (b) Lump Sum or Unit Prices. If Work is performed on a lump sum or unit price basis, TRC will invoice on the schedule provided for in the Proposal or, if no invoicing schedule is included in the Proposal, based on percentage of completion of Work or number of units completed, as applicable.
 - (c) Invoice Format. Invoices for Work performed on a T&M basis will follow the format in Exhibit (1) attached hereto, and invoices for Work performed on a lump sum basis will follow the format in Exhibit (2) attached hereto.

- (d) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Section 16.12 below no later than thirty (30) days after the date of the invoice.
- 2.4 Failure to Pay. Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice. Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.
- 2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE

- 3.1 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time stated in the Proposal to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.2 Completion. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 Work Added or Changed by Client. Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties ("**Change Order**"). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.
- 4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term "**Force Majeure Event**" means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party's ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization; and encountering any unforeseen conditions.
- 4.4 Notice of Impacts to the Work. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days' of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

- 4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.
- 4.6 Litigation Services. At the request of Client, TRC will provide testimony and other evidence in any litigation, hearings, or proceedings to which Client is or becomes a party in connection with the Work performed under this Agreement, provided that, to the extent allowable by law, Client agrees to compensate TRC at its then-current rates for its time and expenses (as provided in Exhibit B hereto) in connection with such evidence or testimony. If TRC is compelled by legal process to provide testimony or produce documents or other evidence in connection with Work performed, TRC agrees to contact Client and cooperate with Client and Client's counsel, and Client agrees, to the extent allowable by law, to compensate TRC at its then-current rates for its time and expenses (as provided in Exhibit B hereto) in connection with any testimony or evidence production.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.
- 5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 Communication. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**").
- 6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").
- 6.3 Remedies. If TRC's Work fails to meet the Standard of Care ("**Nonconforming Work**"), or if any Materials fail to meet the Warranty ("**Defective Materials**"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("**Correction Period**"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. Client will provide TRC access to the Project Site so TRC can perform its obligations under this Section 6.3.
- 6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK AND/OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.
- 6.5 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.
- 6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, notwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC's Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor's rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.
- 6.9 Communication. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

ARTICLE 7. CONFIDENTIALITY

- 7.1 Confidentiality Agreement. The Party receiving Confidential Information may include that Party's Representatives ("Recipient"). The term "**Representatives**" means a Party's Affiliates and their respective employees, agents, subcontractors, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("**Discloser**"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.
- 7.2 Confidential Information. The term "**Confidential Information**" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its Representatives' business affairs, employees, finances, client and supplier relationships, rates, pricing, means and methods of work, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a disclosure by an act or omission of Recipient; (ii) information which is or becomes available to Recipient on a nonconfidential basis from a source (other than from Discloser) which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.
- 7.3 Legal Obligation to Disclose. If Recipient is required by applicable law, regulation, or legal process to disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's Affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.
- 7.4 Remedy. Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.5 Communications with Third Parties. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

- 8.1 Required Insurance Coverage. TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
- (a) Worker's Compensation Insurance and Employer's Liability Insurance as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of \$1,000,000 each accident;
 - (c) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident;
 - (d) Commercial General Liability Insurance in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate; and,
 - (e) Professional Liability Insurance in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.
- 8.2 Additional Insured. TRC shall provide additional insured coverage to Client under TRC's auto and CGL policies coverage using ISO endorsement form CG 20 10 12 19.
- 8.3 Certificates of Insurance. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

- 9.1 Definitions.
- (a) "**TRC Group**" means TRC and its subcontractors of all tiers, and each of their Affiliates, and all their officers, directors, and employees.
 - (b) "**Client Group**" means Client and its Affiliates, and all their officers, directors, and employees.
 - (c) "**Losses**" means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.
 - (d) "**Claims**" means all third party claims, lawsuits, demands, or actions.
- 9.2 TRC's INDEMNITY OBLIGATIONS.
- (a) **TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.**

(b) WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.

9.3 **CLIENT'S INDEMNITY OBLIGATIONS.** CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.

9.4 **RISK OF LOSS TO THE WORK.** ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.

9.5 **CONDITIONS PRECEDENT.** EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC'S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY'S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.

9.6 **APPORTIONMENT OF ATTORNEYS' FEES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

10.1 **Pre-existing Conditions.** Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("**Hazardous Substances**") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "**Non-TRC Hazardous Substances**"), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.

10.2 **Hazardous Substances Encountered During the Work; Disposition of Samples.** If TRC encounters unexpected Hazardous Substances during performance of the Work, and if, in TRC's sole and exclusive judgment, such Hazardous Substances impede the performance of the Work, the Parties shall proceed as provided above in Section 4.4, and TRC shall suspend performance of the Work until such Hazardous Substances are properly contained and/or removed. When containerization and labeling of Hazardous Substances is included in TRC's original scope of Work or is added by Change Order, TRC will appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC's report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.

10.3 **TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.

10.4 **CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ALL LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.

ARTICLE 11. ALLOCATION OF RISK

- 11.1 Client's Separate Contractors. The Parties expressly acknowledge and agree that unless otherwise expressly provided for in the Proposal, during the performance of the Work TRC shall not (a) supervise, direct or control Client's other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.
- 11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other and each other's Affiliates, and under no circumstances shall either Party or its Affiliates be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.
- 11.3 Limitation of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its Affiliates, and each of their employees, officers, directors, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed the compensation received by TRC under this Agreement. All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC IN RELATION TO THIS AGREEMENT.

ARTICLE 12. DELIVERABLES

- 12.1 Ownership of Deliverables. All Deliverables shall become the sole and entire property of Client after TRC receives payment for such Deliverables. As used herein, the term "**Deliverable**" means completed instruments of professional services prepared solely and exclusively for Client pursuant to the requirements of this Agreement, such as stamped or final reports, surveys, studies, drawings, designs, calculations, analyses, recommendations, evaluations, checklists, protocols, procedures, test and acceptance plans, test results, and permits. The term "Deliverable" does not apply to TRC's internal notes or documentation, field data, laboratory test data, calculations, estimates, or any work-in-progress except to the extent the Agreement requires submission of preliminary or progress designs. Notwithstanding anything to the contrary herein, to the extent any Deliverables include proprietary information that is not prepared solely and exclusively for Client, such proprietary information shall remain the exclusive property of TRC, but Client will have unrestricted and non-exclusive rights and license to use such information. TRC's proprietary information, includes, but is not limited to, its seal, stamp, or certification; know-how; methodologies; techniques; processes; tools, pre-existing documents; trade secrets, patents, patents pending, standard details, templates, figures, or specifications; computer programs; software; inventions; intellectual property; or systems utilized or developed (a) prior to the effective date of the Agreement; or (b) for any purpose other than performance of the Work. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties).
- 12.2 Use of Deliverables. Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.
- 12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

- 13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.
- 13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or

at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.

- 14.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

- 14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially commence to cure within ten (10) days from receipt of the default notice, the non-breaching Party may provide a written notice to the breaching Party of termination of the Agreement.
- 14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- 14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

ARTICLE 15. DISPUTE RESOLUTION

- 15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("**Dispute**") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.
- 15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State where the Project is located without regard to choice of law or conflicts of law principles. If the Work under this Agreement is not for a Project in a physical location, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be within fifty (50) miles of the Project location or, if there is no physical Project location, in Hartford, Connecticut.
- 15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "**Litigation Expenses**"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

ARTICLE 16. MISCELLANEOUS

- 16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.
- 16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.
- 16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.

- 16.4 **Waiver.** No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.
- 16.5 **Assignment.** Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its Affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.
- 16.6 **Captions.** The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.
- 16.7 **Integration.** This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.
- 16.8 **Amendments.** This Agreement may be modified only by a Change Order or an amendment executed in writing by a duly authorized representative for each Party.
- 16.9 **No Third Party Beneficiaries.** Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.
- 16.10 **Signatures.** The Proposal may be executed electronically and/or in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of the Proposal delivered by electronic transmission will be deemed to have the same legal effect as delivery of a manually signed original. Each person executing the Proposal warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs the Proposal.
- 16.11 **Notices.** Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below:
 If to TRC, send to the attention of the person signing the Proposal;
 If to Client, send to the attention of the person to whom the Proposal is addressed.
 Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days after written notice thereof to the other Party.
- 16.12 **Remittance Information.** TRC remittance information for making payments is as follows:

U.S. Postal Service:

TRC Lockbox
 PO Box 536282
 Pittsburgh PA 15253-5904

Overnight Packages:

TRC Lockbox
 Attn: 536282
 307 23rd Street Extension, Suite 950
 Pittsburgh, PA 15215
 877-550-5933

Wire Instructions (PREFERRED METHOD OF PAYMENT)

Beneficiary Account Name:	TRC Companies, Inc. – Concentration
Beneficiary Account Number:	2232037090
Bank Codes:	
ABA Number:	011500120 (Wires only)
Routing Number:	211170114 (ACH only)
Swift Code:	CTZIUS33
Bank Name:	Citizens Bank

Remittance Detail Email:	ARremitdetail@trccompanies.com
TRC Contact:	Dawn Dostie
Contact Phone Number:	207-660-7222

**EXHIBIT (1)
Invoice Format - T&M**



INVOICE

PAYMENT INSTRUCTIONS: Please pay by ACH or WIRE. Provide Invoice Numbers/Amounts to
ARremitdetail@trccompanies.com

Electronic Funds Payment Details:

Bank Name: Citizens Bank:	Swift Code: CTZIUS33
US ACH: 211170114	Account Name: TRC
US WIRE: 011500120	Account Number: 2232037090

Check Payment Mailing Address: TRC LOCKBOX • P.O. BOX 536282 • PITTSBURGH, PA 15253-5904

Client Name	Invoice Date
ATTN TO LINE IF NEEDED	Project No: 123456.0000.0000
Address Line 1	Invoice No: Randomly Generated
City, State Zip Code	

Project 123456.0000.0000 Project Name
PO # xxxxxxxxxxxxxxxxx

ANY PROJECT SPECIFIC DETAIL YOU WANT TO PROVIDE WOULD GO HERE

Professional Services Through October 23, 2020

Phase	000004	Phase Name		
Professional Personnel				
			Hours	Rate
Engineering Manager			xxx	xxx
Engineer I			xxx	xxx
	Totals		xxx	xxxxxxx
	Total Labor			xxxxxxx
Billing Limits				
		Current	Prior	To-Date
Total Billings		xxxxxxx	xxxxx	xxxxx
Limit				xxxxx
Remaining				xxxxx
			Total this Phase	\$xxxxx

Phase	000005	Phase Name		
Task	000001	Task Name		
Professional Personnel				
			Hours	Rate
Engineering Manager			xxxx	xxxx
	Totals		xxxx	xxxxx
	Total Labor			xxxxx
			Total this Task	\$xxxxx
			Total this Phase	\$xxxxx

Billing Limits				
		Current	Prior	To-Date
Total Billings		xxxxx	xxxxx	xxxxx
Limit				xxxxx
Remaining				xxxxx
			Total this Task	\$xxxxx
			Total this Phase	\$xxxxx
			Total this Invoice	\$xxxxx 67

EXHIBIT (2)
Invoice Format - Lump Sum



INVOICE

PAYMENT INSTRUCTIONS: Please pay by ACH or WIRE. Provide Invoice Numbers/Amounts to
ARemitdetail@trccompanies.com

Electronic Funds Payment Details:

Bank Name: Citizens Bank:
US ACH: 211170114
US WIRE: 011500120

Swift Code: CTZIUS33
Account Name: TRC
Account Number: 2232037090

Check Payment Mailing Address: TRC LOCKBOX • P.O. BOX 536282 • PITTSBURGH, PA 15253-5904

Client Name
 Address Line 1
 Address Line 2
 City , State Zip

Invoice Date
 Project No:XXXXXX.XXXX.XXXX
 Invoice No: XXXXXX
 Project Manager XXXXXX

Project XXXXXX.XXXX.XXXX PROJECT NAME
 PO# IF APPLICABLE

Professional Services through (DATE) _____

Fee			
Total Fee	XXXX.XX		
Percent Complete	XX.XX	Total Earned	X,XXX.00
		Previous Fee Billing	X,XXX.00
		Current Fee Billing	X,XXX.00
		Total Fee	X,XXX.00
		Total this Invoice	X,XXX.00

**Attachment 3
 2025 Hourly Bill Rates and Reimbursement Table**

Personnel	Hourly Rate
Admin Support	\$100
CAD Designer I	\$95
CAD Designer II	\$105
CAD Designer III	\$130
CAD Designer IV	\$140
CAD Manager	\$160
Community Resource Specialist	\$160
Construction Services – Manager	\$95
Construction Services – Manager II	\$110
Construction Services – Manager III	\$130
Construction Services Manager – Senior	\$145
Division Manager	\$250
GIS Technical Manager	\$178
GIS Technical Manager – II	\$211
GIS Technical Manager – III	\$229
GIS Project Specialist	\$133
Engineer	\$110
Engineer I	\$125
Engineer II	\$130
Engineer III	\$140
Engineer IV	\$160
Engineer V	\$170
Project Engineer – I	\$140
Project Engineer – II	\$160
Project Engineer – III	\$180
Project Engineer – IV	\$200
Project Engineer – V	\$210
Project Manager – I	\$160
Project Manager – II	\$185
Project Manager – III	\$205
Project Manager – IV	\$240
Project Technician	\$85
Senior Project Technician	\$95
Survey Crew Leader	\$100
Survey Crew Member	\$65
Survey Crew (2 Persons)	\$190
CCTV Crew (2 Persons)	\$165
Project Surveyor – I	\$105
Project Surveyor – II	\$120
Project Surveyor – III	\$140
Survey Technician	\$100
Team Leader I	\$195
Team Leader II	\$210
Team Leader III	\$240
Team Leader IV	\$265
Mileage	\$0.65/mile
Subconsultants	Cost + 10%



TOWN OF ERWIN

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

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

Grant Project Ordinance Amendment

ORD 2023-2024 : 008

Town of Erwin

Storm water Management

NCDEQ – Division of Water Infrastructure

S.L. 2023-134 Water/Sewer Directed Projects

BE IT ORDAINED by the Town council of the Town of Erwin, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to adopt a budget for the project funded by the NCDEQ Division of Water Quality, Division of Water Infrastructure for S.L. 2023-134 Water/Sewer Directed Projects. The Town of Erwin (Town) will receive the amount of \$485,000 for a storm water Management Plan. These funds will be used for the following category of Engineering Cost: Engineering Design \$485,000. to the extent authorized by state law.

Section 2: The following amounts are appropriate for the project and authorized for expenditure:

Project Budget	Funding Amount	Total Cost Amount
	From S.L. 2023-134	
Engineering Cost/Design	\$492,500	\$492,500

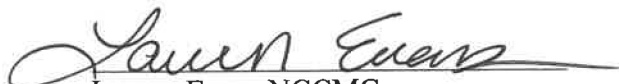
Section 3: The following revenues will be available to complete the project:

NCDEQ, Division of Water Infrastructure Funds:	\$492,500
--	-----------

Adopted this 10th day of October 2024


Randy Baker
Mayor

ATTEST:


Lauren Evans NCCMC
Town Clerk



REQUEST FOR QUALIFICATIONS

TOWN OF ERWIN STORMWATER MANAGEMENT PLAN

REQUESTED BY:

TOWN OF ERWIN

P.O. BOX 459

ERWIN, NC 29339

DATE OF ISSUE: Friday, August 16, 2024

RFQ'S DUE: Thursday, September 12, 2024

By 3:00 PM



Request for Qualifications

TOWN OF ERWIN STORMWATER MANAGEMENT PLAN

PURPOSE OF RFQ

- The Town of Erwin (the “Town” or “Owner”) is soliciting submittals from qualified engineering consulting firms interested in providing professional services for the proposed Town of Erwin Stormwater Management Plan.
- The Town will follow a Qualifications Based Selection process as required by the N.C. General Statutes and select the most qualified firm to negotiate a contract for services. This RFQ provides complete information of the services being sought, the submittal requirements, and timeline. Copies of the RFQ and any addenda may be acquired from the Town of Erwin’s website: www.erwin-nc.org. Interested firms may submit a Statement of Qualifications meeting the requirements in the RFQ.

SITE DESCRIPTION

- The project area can generally be described as the corporate limits; however, based on topography, the project area may extend into the ETJ in some locations.

SCOPE OF WORK

Below is a general proposed scope of services to define the overall intent of the Stormwater Master Plan. The final scope may be refined and/or modified based on future discussion with the selected firm.

- Develop a drainage sub-basin map for the towns corporate limits. The purpose is to define specific basins that may be independently modeled.
- Provide an evaluation of the towns ditch network (private property and right-of-way) within each sub-basin. Right-of-Way will include both town and NCDOT maintained ditches.
- Develop a ranking system for the ditch network that will prioritize mitigation efforts needed to improve the overall drainage system.
- Complete a flood study/model for at a minimum the sub-basin that is considered to be the most significant contributor as it relates to existing flooding conditions. The study/model shall include proposed mitigation measures.
- Identify the drainage basin / flow path for runoff beginning generally in the area of the intersection of E H Street and N 9th Street. This area has experienced flooding for a significant period of time.
- Provide a flood study/model of the E H Street and N 9th Street area as noted in the bullet above and provide recommended mitigation measures.
- Prepare engineering plans for the recommended mitigation measures and submit for permitting.



Request for Qualifications

- Assess the drainage course that generally runs from the intersection of Duke Street and Butler Drive north into an existing drainage ditch that flows east under Butch Street. The parcels along Butler Drive in this area flood frequently.
- Provide mitigation recommendations to reduce the flooding along Butler Drive based on the assessment of the drainage course described in the bullet above.
- Identify stormwater infrastructure deficiencies within each of the sub-basins identified (see bullet 1)
- Based on the infrastructure deficiencies identified, develop a Stormwater Management Capital Improvement Plan.

PROPOSAL REQUIREMENTS

To evaluate responses efficiently and equitably, qualifications responses must be submitted as identified below. Failure to submit this information may render your proposal void. Each respondent shall provide the following company information:

Section 1: Introduction: Company Profile

- Company name and business address, telephone number, email address, and website address.
- The type of company (individual, partnership, corporation, etc.) and the names of all partners, principals, etc.
- Year established. Include former company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the company's authorized negotiator. The person identified must be empowered to make binding commitments for the company.

Section 2: Experience

- Describe the firm's experience with similar projects.

Section 3: Description of Design-Team

- Include a list of key personnel who may be assigned to this project, their project roles, and relevant qualifications and experience.

Section 4: Project Approach

- Provide a description of the proposed approach to the project. Include a response to the preliminary scope but do not simply restate the scope. Identify key risks / challenges / concerns you anticipate and any mitigation steps to achieve successful delivery. Describe the team's approach to design document quality assurance and quality control. Describe the team's track record delivering projects with minimal change orders. Describe the



Request for Qualifications

team's level of experience with working with municipal government and past elevated water storage tank projects. Provide an outline project schedule, showing major tasks, milestones and deliverables including review meetings with the Town project team.

Section 5: Current Workload

- Provide a listing of ongoing projects (workload of the firm) and your commitment to provide adequate personnel resources to our project.

Section 6: References

- Provide at least three references for similar projects; include summary of the project, the date completed, if completed on time, original proposed cost, final cost, and entity name, point of contact, address, and verified telephone number of each to contact.

Section 7: Exceptions

- **Exceptions to the Scope of Services.** All exceptions/deviations to the required scope of services shall be documented on a separate page and submitted in this Section.
- **Litigation.** Provide pending, ongoing, or prior litigation within the last 10 years.

CONTRACT TERMS AND CONDITIONS

- Town of Erwin reserves the right to award this contract in whole or in part, in the best interest of the Town and further reserves the right to accept or reject any or all submittals.
- Town of Erwin reserves the right to request clarification or supplemental material if it feels necessary to make a qualified judgment to the firm's ability to perform the work.
- Town of Erwin reserves the right to amend the RFQ at anytime; to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information to make a selection.
- Town of Erwin also reserves the right to cancel or reissue the RFQ, to reject any or all submissions, to waive any irregularities or informalities in the selection process, and to accept or reject any item or combination of items.
- The awarded firm shall not commence work under this contract until all insurance required by the Town has been submitted and approved. The firm must maintain insurance coverage for the duration of the contract period.
- This RFQ does not obligate the Town of Erwin to accept or contract for any expressed or implied services.
- Town will not reimburse the firm for any of the cost involved in the preparation and submission of responses to this RFQ or in the preparation for any attendance at subsequent interviews.



Request for Qualifications

SUBMISSION OF PROPOSALS

If the submittal does not meet all requirements, it will be disqualified. Qualifications should be submitted by no later than 3:00 PM on Thursday, September 12, 2024. Submittals may be via email or hard copy. Hard copies (submit 4) shall be sent to:

Town of Erwin
Attn: Town Engineer
P.O. Box 459
Erwin, NC 28339

Emailed submittals and/or Questions should be directed to William (Bill) W. Dreitzler, P.E., Town Engineer at bdreitzler@dm2engineering.com. Phone: 919-818-2235 or Snow Bowden, Town Manager at townmanager@erwin-nc.org.

SELECTION CRITERIA

- The Town staff will review proposals based on the criteria below and make a recommendation to negotiate a tentative contract. Each RFQ response will be evaluated on their Statement of Qualifications score (100 points maximum) as determined by a qualification review process and the scoring criteria noted below:
 1. Design Team Experience and Qualifications with Similar Project (35 points)
 2. Project Understanding and Approach (45 points)
 3. RFQ Quality and Responsiveness (10 points)
 4. Reference Projects (10 points)

END RFQ

SOQ For: Town of Erwin Stormwater Management Plan

Prepared for:
Town of Erwin

Prepared by:
TRC

September 12, 2024





September 12, 2024

Town of Erwin
Attn: Mr. William Drietzler, PE - Town Engineer
P.O. Box 459
Erwin, NC 28339

Subject: Statement of Qualifications for Stormwater Management Plan
TRC Proposal No. 627364

Dear Mr. Drietzler,

With increasing development, storm intensity, and aging infrastructure, it is more critical now than ever to understand our community's drainage systems and plan for their continued maintenance and improvement.

For more than a decade, TRC Engineers, Inc. (TRC) has provided various professional engineering services to the Town of Erwin (Town). We have enjoyed our relationship with the Town and take pride in assisting the places we call home. Principal-in-Charge, Tyrus Clayton, PE, is a lifelong resident of Harnett County and the Town of Erwin. Further, our proposed Project Manager, Luke Baker, PG, is a resident of the neighboring Town of Angier, and can be anywhere in Erwin in less than 20 minutes. We look forward to the opportunity to continue our relationship with the Town, while enhancing its infrastructure with innovative and resilient solutions.

TRC is committed to supporting the Town of Erwin in this important endeavor by offering the following:

- **Your Local Community Experts.** With nearby offices in Cary, Raleigh, and Chapel Hill, our team includes professionals who bring a hands-on approach to meeting the day-to-day needs of stormwater, water, and wastewater utilities. TRC is dedicated to providing technical support with responsiveness and service. As mentioned above, our proposed project management team calls Erwin and Angier home and can mobilize our team quickly to meet your needs as they arise.
- **All-inclusive Services.** Our dedicated team of water resources professionals stands ready to collaborate with the Town in developing innovative solutions to maintain and improve your drainage network. Our nationwide staff of more than 8,000 employees includes surveyors, water resource engineers, geologists, grant specialists, and more. To augment our team, TRC has partnered with Weston & Sampson to provide additional flood modeling support. Our team has the local expertise and bench strength to meet your needs, schedule, and budgets.
- **Take it to the Bank!** Our project staff includes personnel with decades of experience coordinating, applying for, and obtaining funding for municipal capital projects. TRC's team of funding and municipal specialists are intimately familiar with numerous grant agencies, as demonstrated by our more than \$90 million dollars secured in recent years.

We look forward to this opportunity to continue serving the Town of Erwin and working with you to enhance our community for years to come. Should you have any questions, please feel free to contact us directly.

Sincerely,

TRC Engineers, Inc.

Luke Baker, PG
Project Manager
919.582.7288

LBaker@trccompanies.com

C. Tyrus Clayton, PE
Principal in Charge
919.827.0909

TClayton@trccompanies.com

Stormwater Management Plan

Contents

- 1. Section 1 – Introduction: Company Profile..... 1
- 2. Section 2 – Experience 2
- 3. Section 3 – Description of Design Team 6
- 4. Section 4 – Project Approach..... 12
- 5. Section 5 – Current Workload 14
- 6. Section 6 – References 15
- 7. Section 7 – Exceptions 21
 - 7.1. Exceptions to the Scope of Services..... 21
 - 7.2. Litigation..... 21

Section 1

Introduction: Company Profile



1. Section 1 | Introduction: Company Profile

Firm Name & Type	TRC Engineers, Inc. (TRC) Corporation	
Website	www.trccompanies.com	
Corporate Officers	David S. Glass	President/CEO
	Jason S. Greenlaw	Chief Financial Officer and Sr. Vice President
	Catherine M. Bragg	Secretary and Sr. Vice President
	Marc S. Faecher	Chief Risk Officer and Sr. Vice President
Principal Local Office Address	114 Edinburgh S. Drive, Suite 200, Cary, NC 27511	
Points of Contact	C. Tyrus Clayton, PE 919.827.0909 TClayton@trccompanies.com Principal-in-Charge	Luke Baker, PG 919.582.7288 LBaker@trccompanies.com Client Representative
Year Established	1969	
Previous Firm Names	Draper Aden Associates (2022)	

TRC is a global firm providing environmentally focused and digitally powered solutions that address local needs. For more than 50 years, we have set the bar for clients who require consulting, construction, engineering, and management services, combining science with the latest technology to devise solutions that stand the test of time. TRC's more than 8,000 professionals serve a broad range of public and private clients, guiding complex projects from conception to completion to help solve the toughest challenges. We break through barriers for our clients and help them follow through for sustainable results.

TRC has a robust presence in North Carolina and Virginia, including nearly 400 environmental and engineering professionals. TRC was recently ranked #16 on ENR's (Engineering News Record) list of Top 500 Design Firms in the United States. For more than five decades, TRC has solved complex client challenges throughout the Mid-Atlantic Region. From 10 local offices across North Carolina and Virginia, we invest in the future of our communities and support exciting projects featuring resilient infrastructure, decarbonization and renewable energy, and environmental sustainability.

Groundbreaker. Game changer. Innovator.

Our team includes professionals who have brought a hands-on approach to meeting the day-to-day needs of local governments for decades. TRC has worked with over 50 counties, cities, and towns, including the Town of Erwin, in North Carolina in recent years. From stormwater, water and wastewater, community centers, roads, sidewalks, and more, we possess a wealth of experience in assisting you and your peers to solve the unique needs you confront daily in a variety of ways.



For this project, TRC has partnered with Weston & Sampson, an interdisciplinary design and engineering firm that will be providing flood modeling services under this contract. Weston & Sampson's staff includes over 450 engineers, hydrologists, and other professionals with decades of experienced providing innovative stormwater solutions to municipalities across North Carolina, as well as the entire East Coast.

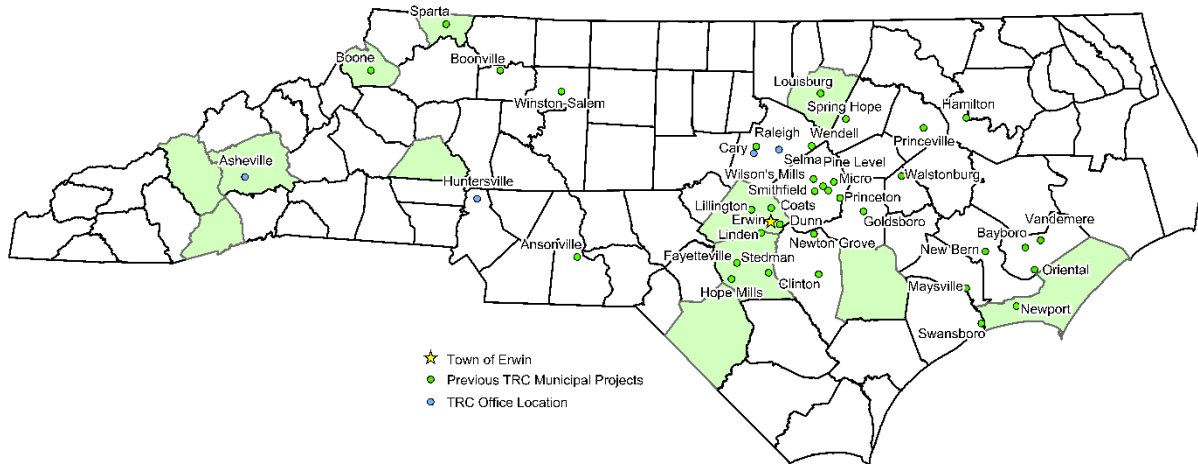


Section 2

Experience



2. Section 2 | Experience



TRC, and our assembled Team, have the capacity, expertise, and knowledge to execute the scope of work anticipated with this project. Our Water Resources Team has completed hundreds of projects across eastern North Carolina. From asset management and capital planning to flood mitigation and disaster recovery, our team is uniquely qualified to help solve the problems faced in Eastern North Carolina and the Sandhills.

In fact, as a testament to our services, TRC has served as the water resources engineer for the City of New Bern (City) for over 20 years! TRC has assisted the City with numerous projects, including administering their Municipal Separate Storm Sewer (MS4) program, master planning for stormwater projects, flood studies and design, disaster recovery, and green infrastructure. As well, TRC has been successful in helping the City obtain over \$35 million in funding alone!

Our firm has decades of experience providing engineering for a diverse selection of municipal projects in eastern North Carolina. We have supported cities and towns similar in size, near, and around the Town with projects similar in scope to this. ***These experiences mean we understand the unique economic challenges that face smaller municipalities and will strive to continually create value for you.*** From project conception through construction, our goal is to implement realistic budgets and timelines, coupled with sound designs that provide a lasting, positive impact for you and your community.

TRC Engineering is a full-service engineering firm, offering all services anticipated to be required from this project with their in-house staff. To augment our team, TRC is partnering with Weston & Sampson to provide additional modeling support. TRC is proud to offer the following in-house services:

In-House Services	
<ul style="list-style-type: none"> Alternative Power Generation Constructability Review Digital Solutions Drainage Improvements Environmental Services Geotechnical Engineering Power and Utilities Planning Right-of-Way Site Development & Infrastructure Structural Engineering Survey Transportation Engineering Water Resources 	<ul style="list-style-type: none"> Construction Management / Inspections Cost Estimating Disaster Recovery Support Hydraulic and Hydrologic Analysis Funding and Grant Administration Highway and Structure Engineering Program / Project Management Resiliency Risk Management Source Inspections Subsurface Utility Engineering Traffic Planning Utilities Engineering Water Transmission and Treatment

Water Resources and Drainage Engineering

TRC and Weston & Sampson's staff of civil and environmental engineers are well experienced with water resources and stormwater management projects to protect infrastructure and life, improve water quality, and mitigate flooding. From large scale watershed planning and modeling to localized flood mitigation, TRC's staff has experience with a range of project scales and are committed to bringing our expertise to this project.



Duffyfield Stormwater Enhancement Project Master Plan - City of New Bern, NC

Drainage Engineering for Eastern North Carolina

Our Team has performed diagnostic analyses, feasibility studies, and flooding mitigation for numerous watersheds and their associated streams, creeks, lakes, ponds, and river systems. We recognize that drainage and the unique management challenges for eastern North Carolina are not the same as they are in other parts of our state. To that end, our North Carolina-based water resources professionals are well versed with watershed planning and flood mitigation projects in the coastal plain and sandhills of North Carolina.

In eastern North Carolina, where you are constantly fighting an extremely flat topography, giving stormwater a safe place to stage is often the most effective and cost-efficient flood mitigation measure. With innovative thinking, land can still be utilized as parking areas, parks, and other amenities while providing additional storage!

Surveying and Subsurface Utility Designation

TRC provides a full range of right-of-way and survey solutions to support our design projects, as well as our clients. **From topographic and boundary surveys, easement acquisition support, to subsurface utility designation, TRC's in-house survey team has the capabilities to support a wide variety of capital projects.** TRC's North Carolina survey team consists of professional surveyors, crew chiefs, project managers and drafters that have supported drainage improvements projects across North Carolina.

TRC offers all Quality Levels (QL) of subsurface utility engineering (SUE) (QL-A — QL-D), each of which can be an effective way to determine the location of underground utilities in certain situations. As well, our SUE team includes in-house vacuum trucks and closed-circuit television equipment capable of locating and inspecting your infrastructure in complex or inaccessible areas.



Survey

Capital Planning Expertise

TRC's civil engineering team is unique from other engineering firms. While most firms keep teams siloed within their own disciplines, we find that a true collaborative effort between our civil engineering, water resources, and planning professionals to provide a more comprehensive and valuable capital plan. To that end, the team that will be preparing flood models, infrastructure assessments, and watershed analyses will be the same team helping to prioritize your capital improvements and plan how to get them done. Understanding your benefiting population, level of protection that can be obtained, and any sensitive issues or communities help us guide our prioritization process. Throughout this process, we also regularly meet and discuss potential projects with Town staff. This allows us to guide our planning approach and ensure we hit our mark.



TRC uses RS Means Cost Estimating software, which provides regionally accurate pricing for a diverse range of construction services and infrastructure. As well, TRC is able to draw on a wealth of previously bid projects through our internal bid database. We also confirm rates with publicly available data, such as NCDOT tabulations. Lastly, we utilize local contractors to review plans and cost estimates as another means to verify our cost estimates and identify gaps. All this comes together to provide an accurate cost that you can bank on!

Funding and Municipal Support

Common with most smaller municipalities, finding a way to fund capital projects is often a large hurdle. The cost for large or complex capital projects can be difficult to fund internally with a smaller tax base. While understanding your communities' needs is vital, finding a way to fund them is equally important.

TRC maintains close-working-relationships with public-sector funding agencies to be well-positioned to help our local government clients secure funding and successfully complete infrastructure projects.



Our familiarity with local and federal funding programs, and our relationships with these funding agencies, have enhanced our ability to prepare successful funding applications and to meet the program requirements for loan and grant funds.

We have prepared successful funding applications through NCDEQ, FEMA, NC Department of Water Infrastructure, NC Dept of Agriculture, NC Department of Commerce, Golden Leaf Foundation, and more. Our staff has experience managing the requirements of these programs including monitoring American Iron and Steel requirements and Davis Bacon wage rates. We can also coordinate the funding and compliance requirements throughout project construction.



TRC and Weston & Sampson have an outstanding track record securing over \$90 million dollars in funding for municipal and public sector clients

The following table represents a selection of our recent funding and grant wins, from flood mitigation and stormwater management planning to wastewater treatment plants, across North Carolina:

FUNDING SOURCE	PROJECTS	
Resilient Coastal Communities	Town of Vandemere Waterfront Park Living Shoreline – Design (2024) City of New Bern East Rose Basin Restoration - Construction (2023) Town of Vandemere Drainage Improvements - Construction (2023)	
NC Land and Water Fund Flood Mitigation Program	Town of Maysville Maple Avenue Green Stormwater (2024)	
NCDEQ Division of Water Infrastructure Local Assistance for Stormwater Infrastructure Investments (LASII)	Town of Princeton Stormwater Management Plan (2023) Town of Walstonburg Stormwater Management Plan (2023) Town of Selma Stormwater Asset Inventory and Assessment (2022)	
NC Dept of Agriculture Stream Rehabilitation Assistance Program (StRAP)	Town of Vandemere Phase 2 Drainage Improvements (2024) Town of Louisburg Streamflow Rehabilitation Project (2022) Town of Princeton Beaverdam Creek Phase 2 Improvements (2022)	
FEMA Public Assistance	Town of Maysville WWTP Outfall Road Culvert Repairs (2020) City of New Bern Hurricane Florence FEMA Project (2020)	
Golden LEAF Foundation Grant	City of New Bern Elizabeth Avenue Drainage Improvements (2024) Town of Princeton Beaverdam Creek Drainage Improvements (2021) Town of Princeton Downtown Drainage Improvements (2021) Town of Erwin East Drainage Improvements (2019)	
NC Collaboratory Highly Treated Wastewater Pilot Program	Town of Ansonville WWTP Improvements (2023) Town of Boonville WWTP Improvements (2023) Town of Maysville WWTP Improvements (2023)	
USDA Rural Development	Town of Princeton WWTP Expansion and Improvements (2024) Town of Princeton WWTP PER Assessment (2021) Town of Maysville WTP Improvements and Distribution System Repairs (2021) Town of Princeton Water System and WWTP Improvements (2018) Town of Princeton Water System and WWTP Improvements PER (2017) Town of Maysville Wastewater Treatment Plant Improvements (2017)	
NCDEQ Division of Water Infrastructure State Reserve Project (SRP) Loan/Grant	Town of Boonville Water System AIA (2024) Town of Boonville Sewer System AIA (2024) Town of Princeton Water System AIA (2024) Town of Princeton Sewer System AIA (2024) Town of Walstonburg Water System AIA (2024) Town of Oriental Water System Improvements (2023) Town of Pine Level WTP Improvements & Sewer Capacity (2023) Town of Princeton WWTP Expansion (2023) Town of Walstonburg I/I Inspection (2020) Town of Maysville Radio Read Water Meters (2018)	
NCDEQ Division of Water Infrastructure State Reserve Project ARPA (SRP-ARPA)	Town of Boonville Water System Improvements (2022) Town of Boonville Collection System Improvements (2022) Town of Pine Level New Well and WTP Improvements (2022) Town of Pine Level I&I Remediation (2022) Town of Pine Level I&I Remediation Phase II (2023) Town of Princeton Martin Livestock Rd Sewer Extension (2022)	
NCDEQ Division of Water Infrastructure Viable Utility Reserve ARPA (VUR-ARPA)	Town of Maysville Water System Improvements (2022) Town of Maysville I&I Remediation (2022) Town of Maysville Water & Sewer SCADA (2022) Town of Newton Grove Water AIA (2022) Town of Newton Grove Sewer AIA (2022)	
NCDEQ Division of Water Infrastructure Clean Water State Revolving Fund (CWSRF) Grant	Town of Princeton Holts Pond Road Lift Station (2023) Town of Maysville Water Model and GPS Locating System (2022) Town of Walstonburg Asset Inventory Assessment and Water Model (2022) Town of Walstonburg Phase 2 I/I Improvements (2021) Town of Maysville PFAS Water Treatment System (2021)	
NCDEQ Division of Water Infrastructure Lead Service Line Inventory Funding	Town of Newton Grove (2024) Orange Alamance Water (2024) Town of Ansonville (2023) Town of Boonville (2023)	Town of Maysville (2023) Town of Pine Level (2023) Town of Princeton (2023) Town of Walstonburg (2023)

TRC is also experienced with helping municipalities plan and analyze existing utility rate structures. This can be done to fund capital projects and maintenance internally or help with responding in emergencies. TRC has developed rate studies, helped with the sale of public water systems, and supported the implementation of utility fees for numerous municipalities across the Mid-Atlantic.

Section 3

Description of Design Team

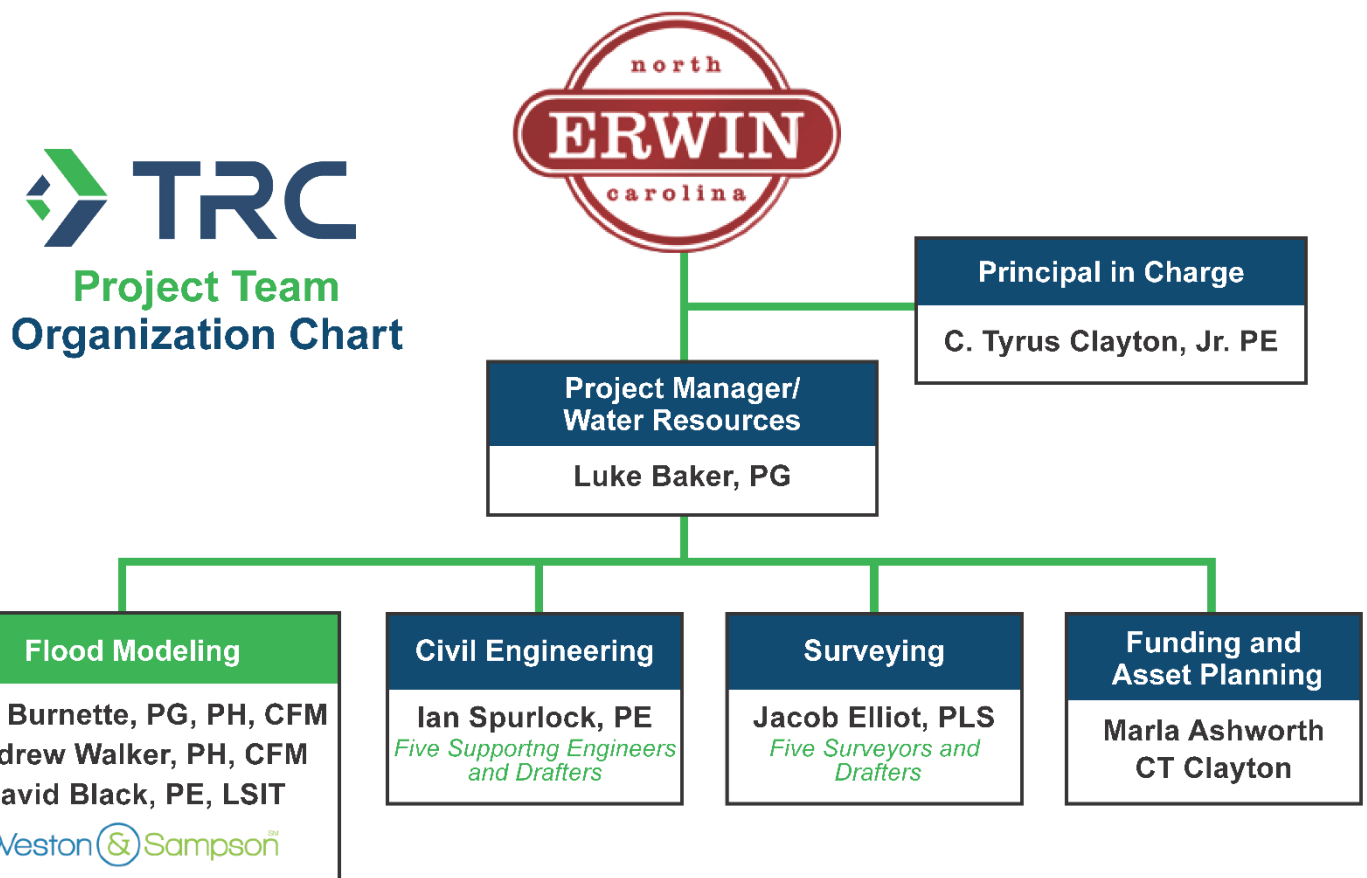


3. Section 3 | Description of Design Team

Your project team will be led by Principal-in-Charge **Tyrus Clayton, PE**, and Project Manager **Luke Baker, PG**, with a combined 31 years of experience in water resources engineering, including asset inventory assessments, planning, and municipal engineering projects. They will lead a specialized local team of engineers, surveyors, and municipal funding experts. We can also draw upon the bench strength of our nationwide staff of 8,000 employees, including civil, geotechnical, and utilities engineers; surveyors; grant/funding specialists; environmental scientists, construction administrators, and more.

TRC will be teaming with Weston & Sampson to assist with flood modeling. Matt Burnette, PE, PH, CFM, and his team, have extensive experience assisting state, municipal, and private clients with flood modeling and drainage needs. TRC has successfully teamed with Weston & Sampson in the past and are proud to continue our strong relationship assisting the Town of Erwin!

The below table, and resumes, outline our proposed key personnel that will assist with this project. Additional support professionals, such as surveyors, engineers, draftsmen, and administrative specialists not explicitly named will support the discipline leads identified in the execution of your project.





C. Tyrus Clayton, PE, Principal-in-Charge

Office Location: Cary, NC

Education

North Carolina State University/
MS/Civil Engineering/2000
North Carolina State University/
BS/Civil Engineering/1998

Licenses and Registrations

Professional Engineer/NC/2003/#28909
Certified Stormwater BMP Reviewer, NC
State/NCDEQ
Stormwater SCM Inspection and Maintenance
Certification NC State/NCDEQ/#4648
Qualifier/NC General Contractor License

Related Experience

Mr. Clayton has utilized his engineering experience on a broad range of projects, including municipal infrastructure, stormwater management, site design, geotechnical investigations, construction administration, solid waste design, and solid waste construction quality assurance.

Mr. Clayton has served as Principal-in-Charge and/or QA/QC Reviewer for the following projects:

- Town of Selma Stormwater Asset Inventory and Assessment, Town of Selma, NC
- Town of Walstonburg Stormwater Management Plan and Inventory, Town of Walstonburg, NC
- Town of Princeton Stormwater Management Plan and Inventory, Town of Princeton, NC
- Town of Boone Stormwater Asset Inventory, Assessment, and Capital Planning, Town of Boone, NC
- Vandemere Drainage Planning, Inventory, and Improvements, Town of Vandemere, NC
- Hurricane Florence Damage Assessments, Inventory, and Recovery, City of New Bern, NC
- Hurricane Florence Debris Assessments, Inventory, and Recovery, City of New Bern, NC
- Town of Maysville – Hurricane Florence WWTP Access Road Repairs
- Tropical Storm Fred Damage Assessment, Inventory, and Damage Repairs, Haywood, Transylvania, and Buncombe Counties, NC
- Beaverdam Creek Master Planning and Phase 1 Improvements, Town of Princeton, NC
- Beaverdam Creek Phase 2 Rehabilitation and Debris Removal, Town of Princeton, NC
- Louisburg Streamflow Rehabilitation Assistance Project, Town of Louisburg, NC
- East Rose Flood Mitigation Feasibility Study, City of New Bern, NC
- North Hills Flood Study, City of New Bern, NC
- Pinehurst Pump Station Rehabilitation, City of New Bern, NC
- Robeson Community College Drainage Improvements, Lumberton, NC
- Duffyfield Stormwater Enhancements Master Planning, City of New Bern, NC
- Stormwater Permit Reviews, City of New Bern, NC
- Stormwater Control Measure Asset Management Services, City of New Bern, NC
- South Princeton Stormwater Plan and Improvements, Town of Princeton, NC
- Western Princeton Drainage Improvements, Town of Princeton, NC
- Green Drive and Fairview Avenue Stormwater Drainage Assessment, Town of Morrisville, NC
- East Erwin Drainage Improvements, Town of Erwin, NC
- Carpenter Fire Station Park Stormwater Management Design, Town of Cary, NC
- McCrimmon Parkway Park Stormwater Management Design, Town of Cary, NC
- NC Department of Justice Old Education Building Storage Annex Flood Repairs
- NC Justice Academy Salemburg Drainage Study and Improvements, Salemburg, NC



Luke Baker, PG, Project Manager

Office Location: Cary, NC

Education

North Carolina State University/
BS/Geology and Earth Science/2016

Licenses and Registrations

Professional Geologist/NC/2020/#2698
Qualifier/General Contractor License
Stormwater SCM Inspection and Maintenance
Certification/NC State/NCDEQ/#4625

Related Experience

Mr. Baker oversees the technical performance and project management of various projects. He is also responsible for stormwater design, hydrologic and hydraulic analyses, flood mitigation benefit-cost analysis, and disaster recovery. Mr. Baker also serves as the Disaster Recovery Coordinator for the North Carolina region. In addition, Mr. Baker has experience performing geotechnical engineering services, field and laboratory test programs, data reduction and analysis, and solid waste construction quality assurance.

Mr. Baker has worked as Project Manager and/or Project Geologist on the following projects:

- Town of Selma Stormwater Asset Inventory and Assessment, Town of Selma, NC
- Town of Walstonburg Stormwater Management Plan and Inventory, Town of Walstonburg, NC
- Town of Princeton Stormwater Management Plan and Inventory, Town of Princeton, NC
- Town of Boone Stormwater Asset Inventory, Assessment, and Capital Planning, Town of Boone, NC
- Vandemere Drainage Planning, Inventory, and Improvements, Town of Vandemere, NC
- Hurricane Florence Damage Assessments, Inventory, and Recovery, City of New Bern, NC
- Hurricane Florence Debris Assessments, Inventory, and Recovery, City of New Bern, NC
- Town of Maysville – Hurricane Florence WWTP Access Road Repairs
- Tropical Storm Fred Damage Assessment, Inventory, and Damage Repairs, Haywood, Transylvania, and Buncombe Counties, NC
- Beaverdam Creek Master Planning and Phase 1 Improvements, Town of Princeton, NC
- Beaverdam Creek Phase 2 Rehabilitation and Debris Removal, Town of Princeton, NC
- Louisburg Streamflow Rehabilitation Assistance Project, Town of Louisburg, NC
- East Rose Flood Mitigation Feasibility Study, City of New Bern, NC
- North Hills Flood Study, City of New Bern, NC
- Pinehurst Pump Station Rehabilitation, City of New Bern, NC
- Robeson Community College Drainage Improvements, Lumberton, NC
- Duffyfield Stormwater Enhancements Master Planning, City of New Bern, NC
- Stormwater Permit Reviews, City of New Bern, NC
- Stormwater Control Measure Asset Management Services, City of New Bern, NC
- South Princeton Stormwater Plan and Improvements, Town of Princeton, NC
- Western Princeton Drainage Improvements, Town of Princeton, NC
- Green Drive and Fairview Avenue Stormwater Drainage Assessment, Town of Morrisville, NC
- East Erwin Drainage Improvements, Town of Erwin, NC
- Carpenter Fire Station Park Stormwater Management Design, Town of Cary, NC
- McCrimmon Parkway Park Stormwater Management Design, Town of Cary, NC
- NC Justice Academy Salemburg Drainage Study and Improvements, Salemburg, NC



Matthew Burnette, PE, PH, CFM – Flood Modeling



Mr. Burnette serves as the Southeast Water Resource Leader for Weston & Sampson and has 12 years of experience helping state, municipal, and private clients address water resources-related concerns. His experience includes the development and application of advanced hydrologic, hydraulic, and water quality computer models to support dam breach and downstream consequences analyses, reservoir operations, spillway design, and stormwater and watershed master planning efforts. Matthew has assisted clients as a program manager, project manager, and technical director for projects ranging from river basin-scale assimilative capacity studies to the rehabilitation of aging or failing neighborhood drainage infrastructure.

Education:

M.S., Hydrology, North Carolina State University
B.S., Hydrology, Western Carolina University

Licenses / Certifications:

Professional Geologist, North Carolina (#2599)
Professional Hydrologist (#100-SW-728)
Certified Floodplain Manager, North Carolina No. NC-20-0799
Surface Water Training and Identification Certification, North Carolina (#977T-1117)

Relevant Project Experience:

- Beaverdam Creek Master Planning and Phase 1 Improvements, Town of Princeton, NC
- South Princeton Stormwater Plan and Improvements, Town of Princeton, NC
- Drainage Planning, Inventory, and Improvements, Town of Vandemere, NC
- Lumber River Basin Flood Study, NCDEQ, Montgomery & Moore Counties, NC
- Neuse River Basin Flood Study, Wake, Wayne, and Wilson Counties, NC
- South Ellerbe Restoration Project, Durham, NC
- Hurricane Florence Damage Assessments, Inventory, and Recovery, City of New Bern, NC
- Hurricane Florence Debris Assessments, Inventory, and Recovery, City of New Bern, NC
- Duffyfield Stormwater Enhancements Master Planning, City of New Bern, NC
- Stormwater Permit Reviews, City of New Bern, NC
- Stormwater Control Measure Asset Management Services, City of New Bern, NC



David Black, PE – Flood Modeling



Mr. Black is a Senior Technical Leader with 25+ years' experience in civil and environmental, with a focus on hydrologic and hydraulic modeling, stream restoration, and municipal stormwater and water resources. David has held leadership roles in several engineering firms, contributing to high-profile projects such as the Dogue Creek and Scotts Run Stream Restoration Projects in Virginia and various environmental initiatives in Maryland. His expertise includes waterway permitting, hydraulic modeling, and developing innovative solutions for complex environmental challenges.

Education:

B.S., Biological Resource Engineering, University of Maryland
A.A., Electrical Engineering Technology, Anne Arundel Community College

Licenses / Certifications:

Professional Engineer, Maryland (#29893)
Professional Engineer, Virginia (#0402064739)
Land-Surveyor-in-Training, Maryland (#95)

Relevant Project Experience:

- Scotts Run Stream Restoration Project, Fairfax County SWPD, McClean, VA
- Blue Spots Analysis, Prince George's County DPW&T, Maryland County, VA
- Dague Creek Stream Restoration Project, Alexandria, VA



Andy Walker, PH, CFM – Flood Modeling



Mr. Walker is a hydrologist with 15+ years of experience specializing in engineering and water resources. Andrew has developed or managed the development of hundreds of hydrologic, hydraulic, and sediment transport models for a wide range of rivers and their associated watersheds, ranging from rural rivers valleys to dense urban floodways with no defined channel and from watersheds that span hundreds of square miles across multiple states to single parcel scale.

Education:

M.S., Hydrology, University of New Hampshire
B.S., Civil Engineering, Tufts University

**Licenses /
Certifications:**

Professional Hydrologist (# 18-H-9008)
Certified Floodplain Manager (# US-17-10058)
Engineer-in-Training (EIT), New Hampshire

**Relevant Project
Experience:**

- Baker Brook Flood Study, Fitchburg, MA
- Neponset River Watershed Regional Adaptation Strategy & Flood Model, Dedham, MA
- Quackenderry Creek Stream Restoration, Rensselaer, NY



Ian Spurlock, PE – Civil Engineering and Design

Office: Cary, NC

Mr. Spurlock has over 10 years of experience performing and overseeing the design, permitting, and construction of land development and public infrastructure projects across North Carolina. Ian serves as the Team Leader for the Cary, North Carolina Infrastructure Group and leads a staff of engineers, designers, and other support staff.

Education:

University of Central Florida/BS/2011/Civil Engineering

**Licenses /
Certifications:**

Professional Engineer/NC/047275
Professional Engineer/FL/84257/2017

**Relevant Project
Experience:**

- Town of Selma Stormwater Asset Inventory and Assessment, Town of Selma, NC
- Town of Walstonburg Stormwater Management Plan and Inventory, Town of Walstonburg, NC
- Town of Princeton Stormwater Management Plan and Inventory, Town of Princeton, NC
- Town of Boone Stormwater Asset Inventory, Assessment, and Capital Planning, Town of Boone, NC
- Vandemere Drainage Improvements Planning, Inventory, and Improvements, Town of Vandemere, NC
- Robeson Community College Drainage Improvements, Lumberton, NC
- NC Justice Academy Salemburg Drainage Study and Improvements, Salemburg, NC



Jacob Elliot, PLS – Surveying

Office: Cary, NC

Mr. Elliott has over 15 years of experience and progressive responsibility in land surveying. Mr. Elliott's background includes extensive service to public and private-sector clients. He currently serves as survey team leader for the Cary, NC TRC office.

Education:

New Jersey Institute of Technology/BS/2020/Surveying Engineering Technologies
University of North Carolina at Chapel Hill/ BA/2008/Biology

**Licenses /
Certifications:**

Professional Land Surveyor/NC/2003/#L-5510
FAA Part 107 UAS Remote Pilot Certification
NCDOT Division of Aviation Commercial UAS

**Relevant Project
Experience:**

- Town of Selma Stormwater Asset Inventory and Assessment, Town of Selma, NC
- Town of Walstonburg Stormwater Management Plan and Inventory, Town of Walstonburg, NC
- Town of Princeton Stormwater Management Plan and Inventory, Town of Princeton, NC
- Town of Boone Stormwater Asset Inventory, Assessment, and Capital Planning, Town of Boone, NC



Marla Ashworth – Municipal and Grant Support

Office: Cary, NC

Ms. Ashworth has 25 years of experience as Town Administrator before joining TRC as a Municipal Community Resource Specialist. Ms. Ashworth has successfully administered over \$15 million in federal, state, and private funding for various projects. She has expertise in the technical, administrative, and financial requirements of grant administration. Her goal is to use her experience to assist smaller municipalities with finance-related matters including planning, applying, obtaining, and administering grant funds to improve infrastructure and promote economic development.

Education: Mount Olive College/BS/2006/Science

Training: Effective Supervisory Management, UNC-Chapel Hill School of Government

- Relevant Project Experience:**
- Town of Selma Stormwater Asset Inventory and Assessment, Town of Selma, NC
 - Town of Walstonburg Stormwater Management Plan and Inventory, Town of Walstonburg, NC
 - Town of Princeton Stormwater Management Plan and Inventory, Town of Princeton, NC
 - Beaverdam Creek Master Planning and Phase 1 Improvements, Town of Princeton, NC
 - South Princeton Stormwater Plan and Improvements, Town of Princeton, NC



C.T. Clayton – Municipal and Grant Support

Office: Erwin, NC

Mr. Clayton has utilized his engineering expertise on numerous municipal projects including long range planning for municipal infrastructure, wetland design, and construction administration. He has recently completed projects throughout central and eastern North Carolina. He has been responsible for directing numerous environmental and civil engineering projects for counties and municipalities.

Education: AS/Sanitary Engineering Technology/Fayetteville/Technical Institute
BS/Civil Engineering/North Carolina State University

Licenses / Certifications: Professional Engineering Registration in North Carolina
Certified Grade A Water Treatment Plant Operator
Certified Grade III Wastewater Treatment Plant Operator

- Relevant Project Experience:**
- Town of Erwin, NC – Site Engineer and Project Representative
 - Beaverdam Creek Master Planning and Phase 1 Improvements, Town of Princeton, NC
 - South Princeton Stormwater Plan and Improvements, Town of Princeton, NC
 - Stormwater Permit Reviews, City of New Bern, NC



Section 4

Project Approach



4. Section 4 | Project Approach

Begin With the End in Mind

As with all our successful projects, the TRC team crafts our methodology from the beginning with the client's end goals in mind. With this focus, TRC will meet with the Town and any local stakeholders prior to beginning the project to identify problem areas and known data gaps. This will enable the TRC team to focus our scope of work, as well as minimize the risk of change orders, and plan our approach in the most efficient and comprehensive manner.

TRC will review any existing information — such as existing inventories, as-builts, drainage studies, or plans — to identify gaps and areas of focus. If digital information does not exist, TRC will perform a desktop review to identify the approximate location of infrastructure. This allows our field effort to be more targeted during the later inventory and assessment phase. The field assessment is often the most labor intensive and costly portion of any asset inventory and assessment project. By identifying these gaps and understanding critical areas, we can focus on our goals of reducing timelines and providing better value to the Town. We are committed to assisting the Town in procuring the maximum amount of data with the available funding.

Prior to engaging our field personnel, TRC's water resources professionals will utilize publicly available data, such as LiDAR or USGS Topographic Maps, to develop a preliminary subbasin map of the Town's corporate limits. This allows us to more easily identify where contributing drainage infrastructure may be, eliminate overlap of field services, and provide a more detailed assessment in our known problem areas.

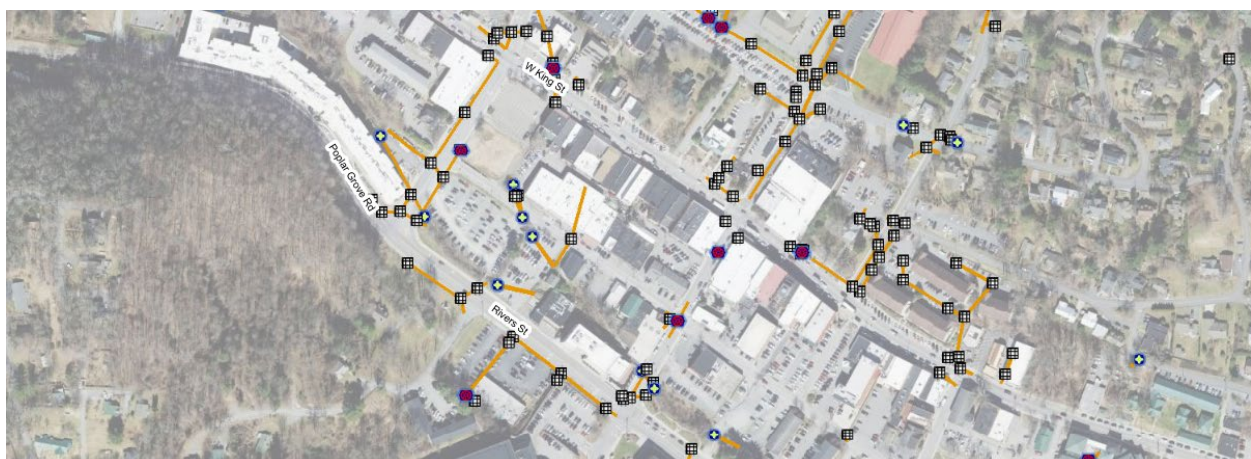
In-House Geomatics, Surveying, and SUE

Following initial engagement and data review, TRC's in-house geomatics team will assemble a field data collection application utilizing ESRI's Field Maps, Survey123, or similar application, which will include a web application to allow the Town to track progress throughout the field efforts. TRC can also provide this application to the Town's organizational account upon project completion to allow future collection of stormwater assets by Town staff.

TRC will deploy members from our geomatics and surveying team to collect information within our project areas. TRC will utilize a GNSS Trimble R12i GPS receiver for this work, capable of achieving survey-grade (less than 0.1') accuracies in both the vertical and horizontal datums. This receiver will be paired with the ESRI inspection application generated, operated through an iPad or similar device, to collect infrastructure condition comments, pipe size, material, asset photos, and other notes, in addition to spatial information. In areas with poor GPS connectivity, TRC can provide traditional survey methods in order to accurately locate your stormwater infrastructure.

All of our collected data is uploaded instantly to the web map for review and tracking, with access provided both to Town staff as well as TRC's and Weston & Sampson's water resources team.

In addition to survey information, TRC's subsurface utility team are available to perform closed circuit TV inspection of drainage infrastructure. This can help identify blockages, failures, or blind connections to help fill in areas missing information.



Stormwater Asset Inventory and Assessment Data – Town of Boone, NC



Condition Assessment Expertise

TRC's staff includes professionals with experience assisting municipalities across North Carolina and Virginia with assessing public infrastructure. Our field assessment allows our inspectors to step through every element of the asset, with key questions in mind. Is the inlet damaged or offset? Are there signs of infiltration through the structure walls? Has debris or sediment accumulated in the pipes, restricting flow?

TRC's tailor-made stormwater infrastructure inspection tool allows our inspectors to be laser-focused in their assessment. Following the assessment, we will photograph each asset, including the structure approach (with identifiable background features), the inlet, the bench, and each invert. This data will be stored within the project geodatabase, which will be a final deliverable we will provide to the Town.

Increasing Resiliency

While the knowledge of the location and condition of an asset on a sunny day is worthwhile, a comprehensive condition assessment requires an understanding of that asset on a rainy day. TRC and Weston & Sampson's water resources professionals will develop hydraulic and hydrologic models of the study area to assess stormwater infrastructure capacity and flooding extents.

We understand that several areas, such as E H Street and N 9th Street, Butler Drive, and more, are prone to flooding during named and un-named storm events. ***Our Team is prepared to provide as detailed of analysis as desired for each area. Using the field information collected, our Team can provide flood models for urban drainage systems to streams, creeks, and rivers.***

With increasing development, storm intensity, and aging infrastructure, it is vital that a capital improvement plan understand the Town's problem areas, while identifying where those may be in 5, 10, or 20 years. TRC's water resources professionals have experience with HEC-RAS, CivilStorm, PCSWMM, and other stormwater modeling software that can be used to model the existing drainage system and identify improvements that provide the Town more resiliency.

Capital Improvement Planning

A successful stormwater management project does not end with the collected data and analysis. Following completion of our field inventory and analyses, TRC will prepare a report, discussing the state of the drainage system and any deficiencies identified.

We will provide a printout of each inspection report, identifying pipe size, materials, any damage, debris, or other elements for consideration. In addition to physical damages, TRC will utilize the results of our analyses to include improvements to help mitigate or eliminate flooding. The provided capital improvement plan will discuss our assessment procedures, modeling results, ranking methodology and priority ranking. Conceptual improvements or layouts can also be prepared to support the plan. Each improvement will include a preliminary construction cost estimate.

A comprehensive capital improvement plan is vital in understanding current and future needs to the drainage system, as well as planning to fund those expenditures. In addition, a capital improvement plan can be critical in obtaining future grant funding. TRC maintains a local staff of municipal and funding specialists who can provide expertise in applying, obtaining, and administering grants or other funding opportunities.

Section 5

Current Workload



5. Section 5 | Current Workload

TRC is a global engineering firm with many ongoing projects across the state of North Carolina, as well as the country. For brevity, below includes a limited selection of ongoing projects similar to this project's scope of work. Additional information for ongoing projects can be provided upon request.

Project	Start Date	Expected Completion Date	Total Project Cost
Robeson Community College Drainage Improvements	October 2023	July 2025	\$80,100 (Design) \$845,000 (Construction Budget)
Boone Stormwater Inventory and Assessment	February 2024	February 2025	\$385,000
Vandemere Phase 1 Drainage Improvements	June 2024	March 2025	\$55,000 (design) \$200,000 (Construction Budget)
West New Bern Flood Study	January 2024	October 2024	\$89,000
St. Ann Catholic Church Stormwater Masterplan	August 2024	November 2024	\$14,900
Pinehurst Pump Station Rehabilitation	May 2023	February 2025	\$60,000 (Design) \$350,000 (Construction Budget)

TRC is committed to maintaining a maximum of 75% workload capacity for our local project managers and technical leaders. This allows us to be more responsive and accessible, despite the firmwide workload. To promote this focus and responsiveness, TRC provides multiple points of contact that are familiar with the project status, so you can be kept informed at all times.

In addition to local team members, TRC has a bench of over 8,000 employees nationwide and frequently collaborates with other offices to meet project timelines.

The below table identifies our key project members and their current workload percentages:

Key Project Members	Current Workload
C. Tyrus Clayton, Jr., PE	50%
Luke Baker, PG	70%
Matt Burnette, PG, PH, CFM	60%
Andrew Walker, PH, CFM	70%
David Black, PE, LSIT	60%
Ian Spurlock, PE	50%
Jacob Elliot, PLS	70%
Marla Ashworth	60%
CT Clayton	40%

Subconsultant: Weston & Sampson

CAPACITY

Project Managers and key project personnel meet regularly to review planned milestones and progress, make schedule adjustments, and align commitments to accommodate the completion of project deliverables in a timely manner.

Section 6

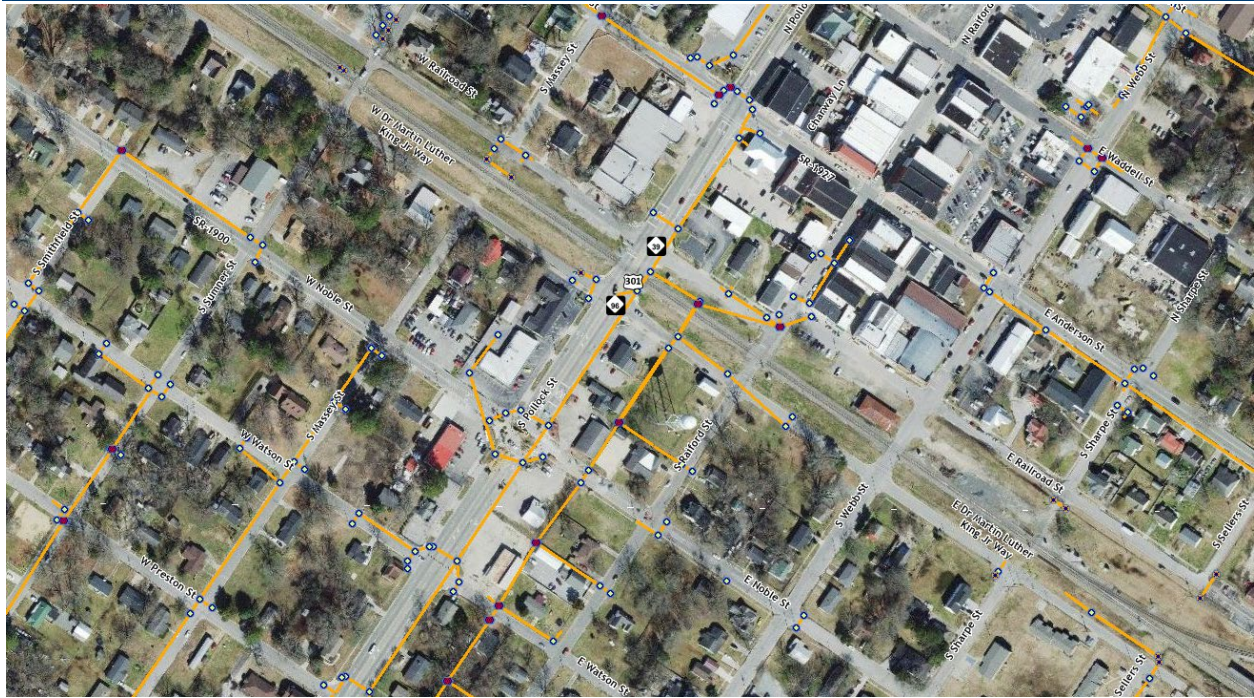
References



6. Section 6 | References

Stormwater Asset Inventory and Assessment

Town of Selma, NC



In 2022, TRC assisted the Town of Selma with applying for a Department of Water Infrastructure Local Assistance for Stormwater Infrastructure Investments (LASII) program. Utilized to provide planning funding to municipalities who have demonstrated water quality and quantity problems, TRC's application was successful in helping the Town obtain \$345,000!

TRC, teaming with WithersRavenel, was selected by the Town of Selma to provide survey, asset inventory and assessment services for the Town's stormwater drainage system. Just north of Smithfield, NC, the Town of Selma experiences flooding from various size storms. These storms impact roads and homes, with the Town having multiple flood rescues during unnamed storms.

Utilizing a geodatabase schema acceptable to the Town, TRC developed an ESRI Field Maps application that would populate the geodatabase with information.

TRC deployed a team of experienced surveyors to collect information on stormwater infrastructure, including pipe size, material, and elevations, structure type, multiple condition inspection points, and photographs. Each structure was collected utilizing a Trimble R12i GPS, which provided survey grade accuracies in both the vertical and horizontal datums.

TRC surveyed approximately 987 stormwater structures, such as pipe ends, culverts, inlets, and manholes throughout the Town. TRC provided our completed geodatabase to the Town and WithersRavenel on time and on budget.

Dates

Start: January 2024

Complete: July 2024

Completed on Time

Yes

Original Proposed Cost

\$105,000

Final Cost

\$105,000

Reference Contact Information

Town of Selma
Chief Phillip McDaniel
Deputy Town Manager / Fire Chief
212 North Raiford Street
Selma, NC 27576
919-524-6579
PMcDaniel@selma-nc.com

Stormwater Asset Inventory and Assessment and Capital Planning Town of Boone, NC



TRC was selected by the Town of Boone to provide survey, asset inventory and assessment services for the Town's stormwater drainage system. Spread across six square miles of the Blue Ridge Mountains, the Town of Boone's drainage system consists of a complex mixture of pipes, inlets, and channels that includes Appalachian State University. The Town maintained two individual GIS-data sets for their stormwater infrastructure. This existing data was a mixture of survey and mapping grade, from multiple inspections, and had multiple data gaps.

TRC utilized ESRI's UtilityNetwork geodatabase schema as the basis for the Town's new stormwater inventory. Once acceptable to the Town, TRC developed an ESRI Field Maps application that would populate the UtilityNetwork-ready database with information on the spatial location, material, size, and structure conditions at each location.

TRC deployed a team of experienced surveyors to collect information on stormwater infrastructure, including pipe size, material, and elevations, structure type, multiple condition inspection points, and photographs. Each structure was collected utilizing a Trimble R12i GPS, which provided survey grade accuracies in both the vertical and horizontal datums. Due to efficiencies in TRC's field collection, we were able to provide additional structure assessments and surveys above the guaranteed total within the proposal as a value-added service. **To date, TRC has collected information on nearly 2,000 stormwater structures, approximately 30% more than originally anticipated!**

Following field data collection, information will be processed for quality and connectivity. This includes a review of the condition assessment and priority ranking of the observed damages. Finally, TRC will prepare a capital improvement plan for the Town's infrastructure, including preliminary concepts and cost estimates for the improvements.

Dates

Start: February 2024
Complete: Ongoing (March 2025)

Completed on Time

Ongoing

Original Proposed Cost

\$385,000

Final Cost

Ongoing

Reference Contact Information

Town of Boone
George Santucci – Sustainability and
Special Projects Manager
567 King St.
Boone Town Hall,
Boone, NC 28607
828.268.6200

Vandemere Drainage Planning, Assessment, and Improvements Town of Vandemere, NC



The Town of Vandemere is located along the Bay River, approximately 20 miles east of the City of New Bern. Located approximately 4-6 feet above sea level, the Town is heavily impacted by storm surges, as well as tidal and wind-driven floods, also known as “Sunny Day flooding.” This flooding impacts road access and can prevent evacuation during emergencies.

In 2019, TRC was retained to analyze the stormwater infrastructure throughout the Town. Our services included a field survey of Town and private stormwater infrastructure, hydraulic and hydrologic analysis of existing infrastructure, and preliminary recommendations to improve drainage and mitigate sunny day flooding. TRC’s deliverable consisted of an inventory of driveway culverts and drainage piping along Town streets, as well as grading recommendations for roadside drainage.

In 2023, the Town was selected by the North Carolina Division of Coastal Management’s Resilient Coastal Communities program, which seeks to provide shovel-ready construction drawings to increase community resiliency. TRC, again, was selected to provide further surveying of DOT infrastructure and key culvert replacements, construction drawings, and specifications. TRC deliverables consisted of bid-ready construction documents and specifications for several culvert replacements, drainage grading, infrastructure additions, and debris removal areas across the entire Town.

Following project completion, TRC assisted the Town with an application for Phase 4 of the Resilient Coastal Communities program, which provides funding to construct resilient projects. In July 2023, Vandemere was selected for a \$250,000 grant to fund the initial phase of drainage improvements. TRC is currently assisting the Town with the permitting, bidding, construction, and funding administration for this project.

In 2024, TRC assisted the Town with applying for additional funding through the North Carolina Department of Agriculture’s Streamflow Rehabilitation and Assistance Program (StRAP). The Town was selected for an additional \$385,776 to perform additional debris removal and roadside swale grading. TRC has also assisted the Town with obtaining funding for a living shoreline and bank stabilization project. ***In total, TRC has helped the Town obtain and utilize over \$750,000 for projects related to flood mitigation and drainage improvements!***

Dates

Start: 2019

Complete: Planning and Assessment –
May 2023
Construction – Ongoing

Completed on Time

Yes

Original Proposed Cost: \$90,000 (Design)

Final Cost: \$90,000 (Design)

Reference Contact Information

Town of Vandemere
The Honorable Sandra Snipes, Mayor
1042 Pennsylvania Avenue
Vandemere, NC 28587
252-745-5480
Vandemeremayor@outlook.com

Beaverdam Creek Master Planning, Phase 1 and Phase 2 Improvements Town of Princeton, NC



When multiple culvert crossings were lost due to floodwaters from Hurricane Matthew, the Town of Princeton selected TRC to perform a feasibility study of the drainage system to determine possible upfits and rehabilitation projects to assist with flood resiliency.

This masterplan for the Beaverdam Creek identified multiple areas for improvements within the Town limits. A key culvert crossing at Pearl Street and Center Street were identified as being undersized and in-need of replacement. As well, multiple other crossings were undersized or had been replaced with smaller culverts when the roads were lost from Hurricane Matthew. The banks of the Beaverdam Creek had also become incised, causing slope erosion and introducing debris which further restricted the drainage system. One of the worst areas was adjacent to the Town's wastewater treatment plant (WWTP), where a large bank failure had undermined the power pole for the plant which served the entire Town.

Following our planning efforts, TRC assisted the Town with multiple grant applications to help fund the project. Due to the scale of the project, the improvements were split into multiple phases, based upon the funding sources identified. In 2018, TRC prepared a GoldenLEAF Foundation grant application, resulting in approximately \$500,000 in grant funding for the project for Phase 1 improvements.

In 2022, TRC assisted the Town with obtaining a grant from Johnston County and the NC Department of Agriculture's StRAP program, totaling in an additional \$702,288 of funding for a second phase of improvements, focusing on reinforcing the Beaverdam Creek bank at the WWTP and removing debris throughout the downstream portion of the creek to the Town's limits.

TRC provided surveying, design, environmental and road permitting, bidding assistance, grant assistance, easement acquisition support, and construction administration throughout Phase 1 and 2 of the rehabilitation project. Phase 1 consisted of stabilizing approximately 510 feet of the Beaverdam Creek, the main drainage system for much of the Town. The existing dual culvert system, as well, was replaced with a large aluminum box culvert and headwall system. Phase 2 included removal of vegetative debris and sediment from approximately one mile of the lower Beaverdam Creek. As well, the slope adjacent to the Town's WWTP grit chamber was reinforced with concrete, riprap, and the power pole relocated.

In 2024, TRC assisted the Town with applying for a FEMA Building Resilient Infrastructure and Communities (BRIC) grant through a competitive process led by the NC Department of Public Safety. Totaling in over \$2.1 million dollars, the Town's application moved into the more detailed round of review in August 2024. TRC is proud to have assisted the Town of Princeton with applying for and obtaining millions of dollars to help fund their resiliency and flood mitigation goals!

Dates

Start: November 2017

Complete:

Phase 1 – September 2022

Phase 2 – July 2024

Phase 3 – Ongoing

Completed on Time

Yes

Original Proposed Cost

\$198,860 (Design – Combined)

Final Cost

\$210,260 (Design Combined – Mussel Survey Required by USACE)

Reference Contact Information

Town of Princeton

Michael King

Town Administrator

PO Box 67

Princeton, NC 27569

919.936.8171

Duffyfield Community Stormwater Enhancements Master Planning New Bern, NC



TRC provided professional engineering and landscape architecture services for the preliminary evaluation and assessment of stormwater improvement measures within the Duffyfield Community in the City of New Bern.

The preliminary evaluation and assessment were conducted to support the City's Development Services Department in various grant applications to fund overall project development and construction. Our engineering services included performing the overall drainage area delineation, estimating peak flow and runoff volumes for various storms from the drainage area, and quantifying the amount of water quality benefits so the City could understand potential stormwater improvement measures within the Duffyfield Community.

After performing the preliminary engineering analyses, we developed a preliminary conceptual design for proposed stormwater enhancements. The conceptual design considered the many site constraints within the area, including the railroad, public utilities, roadways, and location of properties already purchased by the City.

Additionally, we worked with both the City's Development Services and Public Works Departments to develop a conceptual design that would not only improve the overall quality of the Duffyfield Community but could be easily maintained by City staff.

Finally, TRC developed planning level cost estimations and construction sequencing for the overall transformation of the Duffyfield Community. This would allow for the City to complete phases of the project based on the availability of funding.

Dates

Start: August 2019
Complete: September 2019

Completed on Time

Yes

Original Proposed Cost

\$15,000

Final Cost

\$15,000

Reference Contact Information

City of New Bern
George Chiles, Public Works Director
300 Pollock St.
New Bern, NC 28560
252.636.4000

East Erwin Drainage Improvements Town of Erwin, North Carolina



In 2017, TRC was selected to perform Phase 1 of the East Erwin drainage improvements, which consisted of surveying, permitting, and design services associated with improving the stormwater conveyance from downstream of the Maye Street culvert to the Black River. The scope also included channel modifications along the Maye Street corridor and culvert replacements under River and Burton Streets to mitigate previously experience localized and upstream flooding within this neighborhood.

TRC provided the following services for culvert replacements and drainage upfits on the aforementioned three streets: preliminary jurisdiction determination with the USACE, existing conditions survey, design and permitting, easement creation, bid administration, and construction administration services.

Dates

Start: October 2017
Complete: November 2019

Completed on Time

Yes

Original Proposed Cost

\$90,000 (Design)
\$742,694 (Construction)

Final Cost

\$90,000 (Design)
\$742,694 (Construction)

Reference Contact Information

Town of Erwin
Snow Bowden, Town Manager
PO Box 459
Erwin, NC 28339
910.897.5140

South Princeton Stormwater Plan and Improvements Town of Princeton, NC

TRC was selected to conduct a comprehensive drainage study of an approximate 240-acre drainage basin in the southern portion of the Town of Princeton that experiences flooding.

Following the field data collection, TRC engineers performed a hydrologic and hydraulic analysis to assess the capacity of the existing drainage network. This analysis identified four culvert crossings or pipe segments undersized to handle stormwater runoff from the 10-year and 25-year storm events.

Additionally, this analysis determined that multiple sections of open ditches were either flat or not at a consistent grade to promote positive drainage. TRC engineers then developed an engineer's opinion of the probable cost to complete all necessary drainage system upgrades.

The Town had limited funding available to complete the necessary upgrades. As some of the issues were related to NCDOT drainage infrastructure, TRC engaged NCDOT for funding assistance and participation. After meeting with TRC representatives, NCDOT reviewed the study findings and agreed to upsize four culvert crossings at no cost to the Town. TRC is currently awaiting finalized easements from impacted property owners before advertising the remaining project work.

Dates

Start: August 2021
Complete: July 2023

Completed on Time

Yes

Original Proposed Cost

\$57,700 (Design)

Final Cost

\$57,700 (Design)

Reference Contact Information

Town of Princeton
Michael King
Town Administrator
PO Box 67
Princeton, NC 27569
919.936.8171

Section 7

Exceptions



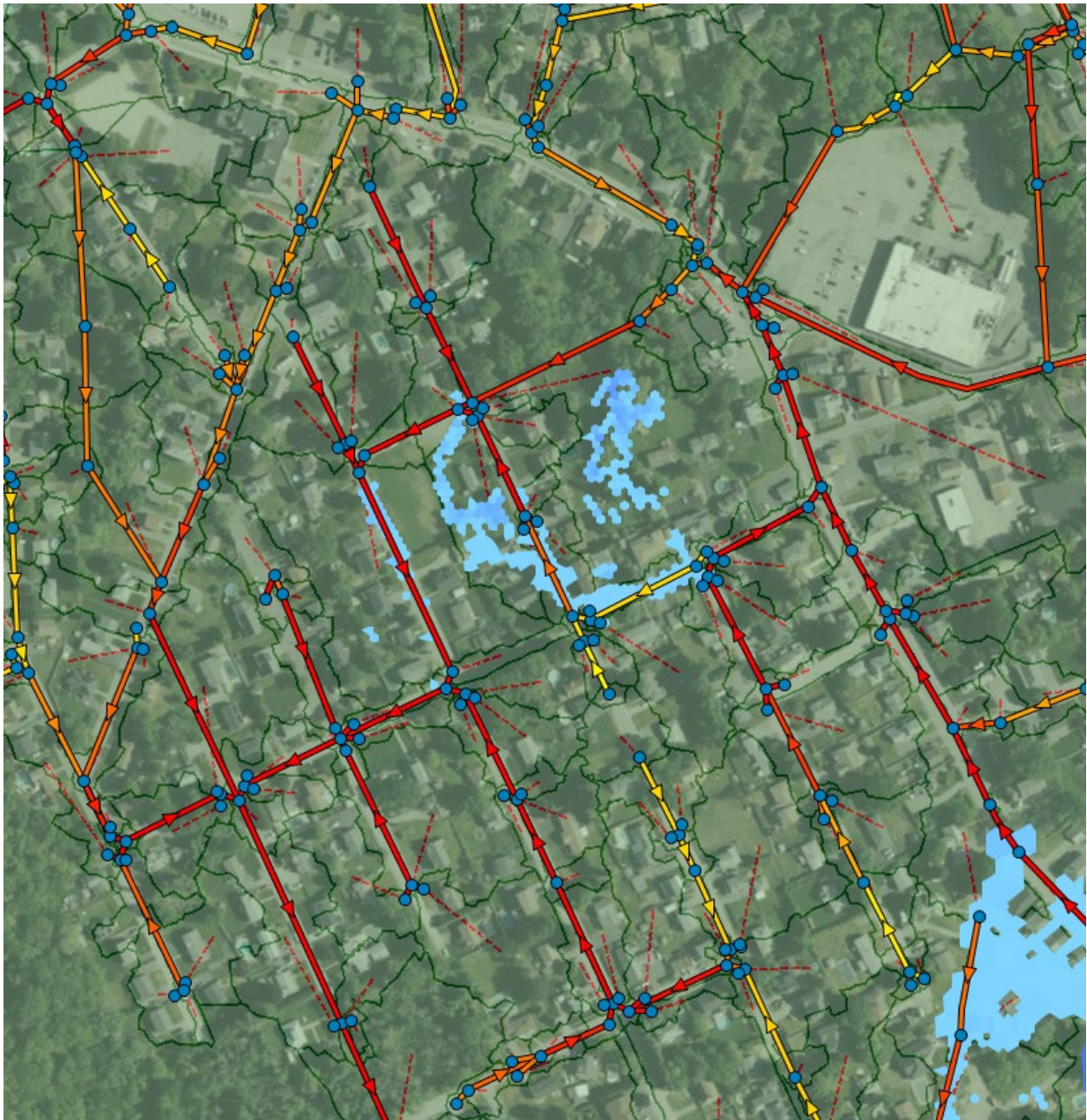
7. Section 7 | Exceptions

7.1. Exceptions to the Scope of Services

TRC takes no exceptions to the Scope of Services provided in the RFP.

7.2. Litigation

TRC Engineers, Inc. ("TRC") does not have any pending, ongoing or prior litigation by or against the Town of Erwin, North Carolina (the "Town") within the last 10 years (and prior), however TRC is generally subject to lawsuits arising out of its services typical of those filed against engineering and environmental consulting companies. In the opinion of TRC's counsel, the company has meritorious defenses and/or is adequately insured for any such pending claims or litigation, and they will not impair TRC's performance of the work requested by this RFP under a contract with the Town nor will it materially impact TRC's overall business or financial capability.





TRCCOMPANIES.COM

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 24, 2025

Subject: Mid-Carolina COG Annual Dinner

The 2025 Mid-Carolina Regional Council Annual Meeting & Regional Dinner will be held on Thursday, March 27th, 2025, on the campus of Methodist University. Dinner service starts at 6:15PM but the event starts at 5:30PM. We should get there before 5:30PM. Please let our Town Clerk Lauren Evans know if you plan to attend this dinner by Tuesday, March 11th. Before the dinner starts, they will have the municipal caucuses for the three counties that are in the Mid-Carolina Regional Council. For the last year, Commissioner Nelson has served as the municipal representative for Harnett County.

Attachments-

- Mid-Carolina Regional Council invitation

You are cordially invited to the

ANNUAL MEETING & REGIONAL DINNER.

THURSDAY, MARCH 27TH, 2025

5:30 PM

METHODIST UNIVERSITY

Matthews Ministry Center

5400 RAMSEY STREET FAYETTEVILLE, NC 283011

Networking reception and municipal caucuses begin at 5:30pm. Dinner service begins at 6:15pm



**MID-CAROLINA
REGIONAL COUNCIL**

Creative Regional Solutions

**PLEASE BE SURE TO RSVP BY MONDAY, MARCH 24TH
BY EMAILING YOUR RSVP TO MHAIRE@MCCOG.ORG**

www.mccog.org

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 24, 2025

Subject: Mid-Carolina COG Board of Delegates

The Mid-Carolina Regional Council plans on reestablishing a Board of Delegates. The Board of Delegates will be a separate board from their Board of Directors. Commissioner Nelson is already serving as the Harnett County municipal representative with the Mid-Carolina Regional Council.

The goal of creating a Board of Delegates is to promote strong collaboration among the Mid-Carolina Regional Council member governments. Mid-Carolina hopes to help build a network amongst colleagues to share best practices and promote engagement amongst the members.

The Board of Delegates will consist of one elected official from each organization that is a member of the Mid-Carolina Regional Council. The Mid-Carolina Regional Council needs the Town of Erwin to appoint one of our elected representatives to this board and to select an alternative representative to serve if the primary representative cannot attend the meeting. At the moment, the plan is to have the Board of Delegated meet four times a year with the first meeting being the meeting at the Annual Dinner in March.



BOARD OF DELEGATES APPOINTMENT FORM

Member Government:

Primary Delegate Name:

**Primary Delegate
Position/Title:**

Primary Delegate Email:

Primary Delegate Phone:

Alternate Delegate Name:

**Alternate Delegate
Position/Title:**

Alternate Delegate Email:

Alternate Delegate Phone:

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 24, 2025

Subject: Erwin Planning Board Applications

The Town of Erwin has started to receive a few applications to serve on the Planning Board. At the moment, we have one vacant position for an In-Town member on the Planning Board and one vacant position for an In-Town Alternate Planning Board member. We currently have one alternate In-Town Planning Board member that is not interested in being promoted to being a member of the Planning Board. We have one application that will be on top of the waiting list to be an In-town Alternate. We have recently updated our attendance rules involving the Planning Board which we plan to address at our next workshop. In the order, the applications were received.

1. Michael R. Jackson Sr.- appoint as a In Town Planning Board member
2. Marsha Woodard- appoint as an In Town Alternate Planning Board member



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



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

Applicant Name: Michael R. Jackson, Sr Date of Application: 02/07/ 2025

Home Address: 309 St Matthews Rd, Erwin, NC, 28339
Street Address Town Zip Code

Home Phone: 910-890-4296 Business/Other Phone: _____

FAX Number: _____ Email Address: michaelrjackson.sr@gmail.com

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

Date of Birth 04/22/ 1957 Do you reside within the Town Limits of Erwin: Yes: No:

Occupation: Business Owner Length of residence in Erwin: 40 Years _____ Months

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

If yes, please explain _____

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

Please write a brief statement as to why you are interested in serving on one of these Boards.
 I am interested in contributing to the orderly and constructive growth of the Town of Erwin by serving on the
 Planning Board

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

Planning Board 1 Recreation _____

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



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



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

Applicant Name: Marsha Woodard Date of Application: 02/18/2025
 Home Address: 301 S. 7th St. Erwin, 28339
Street Address Town Zip Code
 Home Phone: 919-649-1996 Business/Other Phone:
 FAX Number: Email Address: mjwoodard81@gmail.com

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

Date of Birth 03/31/1981 Do you reside within the Town Limits of Erwin: Yes: No:
 Occupation: Home Management Length of residence in Erwin: 3 Years 2 Months

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

If yes, please explain _____

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

Please write a brief statement as to why you are interested in serving on one of these Boards.
I'm invested in the growth of this town. I also see a lack of representation of people in my demographic. I have time so and want to use it to serve this community.

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

Planning Board Recreation

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

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 24, 2025

Subject: Erwin Lion's Club Vision Ball Sponsorship

The Erwin Lions Club Vision Ball is being held on May 8th, 2025. They have requested the Town be a sponsor of the event. A sponsorship is \$125 and comes with two tickets to the event.



Erwin Lion's Club

ANNUAL VISION BALL- May 8, 2025

6:30 pm -10:00 pm / Tickets \$45.00 ea.

Venue: Mill Town Farm 183 Moore Street Erwin, NC

Entertainment: Billboard Charting recording artist Singer/Songwriter Michael Daughtry

Catering (full course meal) by Sherly's Catering

Sponsorship Package:

The Erwin Lions Club needs your support as a sponsor of our annual fund raiser Vision Ball. All proceeds go to support The Erwin Lions Club for use in helping those with essential vision needs and many other humanitarian efforts in our community. With your generous tax-deductible donation of \$125.00 as a sponsor you will receive the following Sponsors package.

- Two tickets to the Lion's Annual Vision Ball (valued at (\$90.00))
- Recognition as a sponsor at our event & social media

Please provide the following information:

Name you wish to appear in the sponsor recognition materials.

Name of Contact Person: _____

Again, the Erwin Lions Club, thanks you for your generosity in helping us to serve those in need in our community. With your support, "Lions International is changing the world one act of kindness at a time. "Lions Clubs International are a non-profit 501c 3 tax exempt please use this letter for records."

THANK YOU!

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 24, 2025

Subject: Stage at Al Woodall Park

We have reached out to the architect who designed the stage that was built in the Town of Roseboro. For the Town to move forward with building a stage we need plans with sealed drawings. The firm that designed the plans for the Town of Roseboro gave us a fair quote to use the plans they designed for the Town of Roseboro.

- Architectural fee- \$2,500
- Engineering fee- \$1,000
- Total- \$3,500

If we want to make any changes, we could discuss a fee with this firm.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Dylan Eure, Town Planner

Date: February 24, 2024

Subject: Outdoor Dining in CB

The Staff of the Town of Erwin wishes to amend its Code of Ordinances, Specifically Chapter 36 within Article VIII Section 36-119 entitled "Permitted accessory uses and structures" within the Central business district to allow for outdoor dining along the public Right-of-Way and Article II of Chapter 36 entitled definitions.

Proposed Definition to be added to Article II of Chapter 36

Outdoor/Patio Dining- Any outdoor arrangement of tables, chairs, benches, stools, or other furnishings primarily intended for use while eating and drinking by the customers of the restaurant with which the furnishings are associated.

Proposed permitted accessory uses to be added to Article VIII Section 36-119

Outdoor Dining

1. When outdoor dining is provided, rails shall be installed along the edge of the sidewalk or dining area to prevent unsafe conditions and enhance beautification.
2. All outdoor/patio dining areas must be designated to be ADA compliant and located on paved, brick, or other form of hardscape surface.
3. Encroachments into a public Right-Of-Way shall be approved by the maintainer of the public street (Town or NCDOT).
4. Under no circumstance shall outdoor/patio dining take place in areas designated for parking.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Dylan Eure, Town Planner

Date: February 24, 2024

Subject: Subdivision Public Notice Amendment

The Staff of the Town of Erwin wishes to amend its Code of Ordinances, Specifically Chapter 30 within Article III Section 30-78 entitled “Preliminary plat submission and review” and Section 30-79 entitled “Final plat submission and review” to require public notice of neighboring property owners when a major subdivision has been submitted to the town for reviewed and approval.

Proposed item to be included in Section 30-78:

Subsection D: Public Notice

Upon the submittal of a complete preliminary major subdivision plat, the official shall make notice to the surrounding property owners within 100ft of the proposed site giving notice of the request including when the preliminary map will be reviewed by the Planning Board.

Proposed item to be included in Section 30-79:

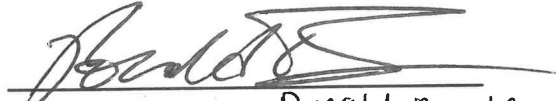
Subsection H: Public Notice

Upon the submittal of a complete final major subdivision plat, the official shall make notice to the surrounding property owners within 100ft of the proposed site giving notice of the request including when the final map will be reviewed by the Planning Board.

Statement of Consistency
Subdivision Public Notice Amendment

The requested amendment to the code of ordinance regarding notification of neighboring property owners in the event of a major subdivision is compatible with all of the Town of Erwin's regulatory documents.

It is recommended that this amendment request be **Approved**.



~~Joshua Schmieding~~ Ronald Beasley

Vice Chairperson



Katelan Blount
Deputy Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Dylan Eure, Town Planner

Date: February 24, 2024

Subject: Urban Camping and Improper Use of Public and Private Places

The Town of Erwin Staff wishes to amend Chapter 36 within Article XV Section 36-437 to prohibit and/or limit public and private camping within the Town of Erwin and to add a definition of children to Article 2 of Chapter 36 Section 36-34. The proposed language reads as follows:

Sec. 36-34 Definitions

Children- A young human being below or at 18 years of age.

Sec. 36-437 Living, Residing, Camping, or Sleeping in Open Air, Vehicles, and Tents.

No Person shall engage in any act of living, residing, or sleeping in the open air or an automobile or vehicle, unless as allowed under Sec. 36-426 as an approved temporary dwelling.

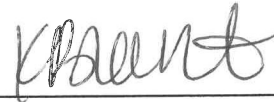
No person shall erect or cause to be erected on property within the town any tent or tenting material serving as a temporary dwelling or overnight accommodation. Children using tents on their parent's/guardian's own property shall be excluded from this.

Statement of Consistency
Urban Camping Amendment

The proposed text amendment is compatible with all 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**.



Ronald Beasley
Vice Chairperson



Katelan Blount
Deputy Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Dylan Eure, Town Planner

Date: February 24, 2024

Subject: Restaurants in CB

The Town of Erwin Staff wishes to amend Chapter 36 Article VIII Sec. 36-198 entitled Permitted principal uses and structures and Article II Sec. 36-34 entitled Definitions to add restaurants to the list of permitted uses along with including a definition. This amendment would be required if outdoor dining were to take place within the CB district due to the only other permitted use that would classify restaurants under is only for establishments that are contained within an enclosed building.

Current definition of restaurants:

A service establishment that prepares and sells food and drinks for the purpose of individual consumption.

Proposes permitted uses to be added to C-B:

Restaurants; Traditional sit-down establishments that do not include a drive-through.



TOWN OF ERWIN

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

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

To: Bobby Funk, Mills Construction

From: Erwin Board of Commissioners

Subject: SU-2025-001 Approval

Date: 3/06/2025

Please accept this letter of correspondence from the Town of Erwin as verification that the special use permit petitioned by Bobby Funk to allow for multi-family dwellings to be constructed located by its Harnett County PIN 0597-77-7438 was heard by the Erwin Board of Commissioners on 2/06/2025 during a public hearing at the regularly scheduled February meeting.

After the public hearing concluded the Erwin Board of Commissioners engaged in final deliberation which was followed by a vote that resulted in 6-0 unanimous approval of the proposed special use with all findings of facts being found in the affirmative.

If there is any further questions please contact Erwin's Town Planner, Dylan Eure at 910-591-4201 or by email at deure@erwin-nc.org.

Regards,

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: Snow Bowden, Town Manager

Date: February 24, 2025

Subject: Close Unopened Easement off of 4th Street

Town Staff would like to request that the Erwin Board of Commissioners adopt a resolution to withdraw a portion of an undeveloped section of 4th Street. Pursuant to NCGS 136-96e (2). This section of the road was never developed and extends to the parcel that Miller's Landscaping is located on currently. Miller's is accessed from HWY 421. There would never be a need to develop this section of the undeveloped road. Town Staff wishes to close this easement and return the portion of the land to each property owner so it will be considered private property. Town Staff is currently looking at all the unopened easements under the Town of Erwin that need to be closed. We do not have that many more are eligible to be closed. There are a few unopened easements, but they are used to access property and therefore they cannot be closed.

Attachments:

- NCGS 136-96
- Harnett County GIS image
- Proposed resolution

§ 136-96. Road or street not used within 15 years after dedication deemed abandoned; declaration of withdrawal recorded; joint tenants or tenants in common; defunct corporations.

(a) Every strip, piece, or parcel of land that has been at any time dedicated to public use as a road, highway, street, avenue, or for any other purpose whatsoever, by a deed, grant, map, plat, or other means, and that has not been actually opened and used by the public within 15 years after its dedication is conclusively presumed to have been abandoned by the public for the purposes for which it was dedicated; and no person shall have any right or cause of action thereafter to enforce any public or private easement in the land.

(b) Notwithstanding subsection (a) of this section, no abandonment of any public or private right or easement shall be presumed until the dedicator or a person claiming under the dedicator files or causes to be recorded in the register's office of the county where the land lies a declaration withdrawing the strip, piece, or parcel of land from the public or private use to which it was dedicated.

(c) When the fee simple title is vested in tenants in common or joint tenants of any land embraced within the boundaries of a road, highway, street, avenue, or other land dedicated for any public purpose whatsoever, as described in this section, any one or more of the cotenants, on the cotenant's behalf and on behalf of the other cotenants, may execute and cause to be registered in the office of the register of deeds of the county where the land is situated the declaration of withdrawal provided for in this section. Under Chapter 46A (Partition) of the General Statutes and Article 29A (Judicial Sales) of Chapter 1 of the General Statutes, and on petition of any one or more of the cotenants, the land thereafter may be partitioned by sale only as between or among the cotenants, irrespective of who may be in actual possession of the land. In the partition proceeding, any cotenant may object to the withdrawal certificate and the court shall thereupon order the certificate cancelled of record.

(d) When any corporation has dedicated any strip, piece, or parcel of land in the manner set out in this section, and the dedicating corporation is no longer in existence, the corporation is conclusively presumed to have no further right, title, or interest in the land, regardless of the provisions of conveyances from the corporation, or those holding under the corporation, retaining title and interest in the land. The right, title, and interest in the land is conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to it, subject to the provisions of this section.

(e) This section does not apply in any of the following circumstances:

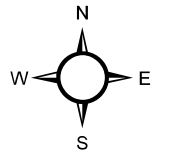
- (1) When the continued use of any strip of land dedicated for street or highway purposes is necessary to afford convenient ingress or egress to any lot or parcel of land sold and conveyed by the dedicator of the street or highway.
- (2) When the public dedication is part of a future street shown on the street plan adopted pursuant to G.S. 136-66.2. Upon request, a city shall adopt a resolution indicating that the dedication described in the proposed declaration of withdrawal is or is not part of the street plan adopted under G.S. 136-66.2. This resolution shall be attached to the declaration of withdrawal and shall be registered in the office of the register of deeds of the county where the land is situated. (1921, c. 174; C.S., ss. 3846(rr), 3846(ss), 3846(tt); 1939, c. 406; 1953, c. 1091; 1957, c. 517; 1987, c. 428, s. 1; 2020-23, s. 16.)



Harnett.org/GIS

January 17, 2025

- County Boundary
- City Limits
- Address Numbers
- Road Centerlines
- US
- Parcels





TOWN OF ERWIN

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

TOWN OF ERWIN RESOLUTION DECLARING INTENT TO CLOSE UNDEVELOPED SECTION OF 4TH STREET 2024-2025--014

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


WHEREAS, the Erwin Town Board is authorized by G.S. 160A-299 to permanently close unopened municipal street rights-of-way with its jurisdiction, if it is determined that said street closure is not found to be contrary to the public interest and will not deprive any property owner in the vicinity of the street closure reasonable means of ingress and egress to his/her property; and,

WHEREAS, a request has been made of the Erwin Town Board to consider permanently closing the undeveloped section of 4th Street that extends to the parcel that Miller's Landscaping is located on currently.

NOW THEREFORE BE IT RESOLVED, that it is the intent of the Erwin Town Board to permanently close undeveloped section of 4th Street as previously described, and it hereby establishes a public hearing to be held on March 6, 2025 at 7:00 p.m. in the Erwin Municipal Building Board Room; and,

BE IT FURTHER RESOLVED, that the purpose of the public hearing will be to determine if undeveloped section of 4th Street being requested for permanent closure would be detrimental to the public interest, or to the property rights of any individual.

DULY ADOPTED, this the 6th day of February, 2025.



Randy Baker
Mayor

ATTEST:



Lauren Evans
Town Clerk

**TOWN OF ERWIN RESOLUTION
DECLARING INTENT TO CLOSE
UNDEVELOPED SECTION OF 4TH STREET
2024-2025--014**

WHEREAS, the Erwin Town Board is authorized by G.S. 160A-299 to permanently close unopened municipal street rights-of-way with its jurisdiction, if it is determined that said street closure is not found to be contrary to the public interest and will not deprive any property owner in the vicinity of the street closure reasonable means of ingress and egress to his/her property; and,

WHEREAS, a request has been made of the Erwin Town Board to consider permanently closing the undeveloped section of 4th Street that extends to the parcel that Miller's Landscaping is located on currently.

NOW THEREFORE BE IT RESOLVED, that it is the intent of the Erwin Town Board to permanently close undeveloped section of 4th Street as previously described, and it hereby establishes a public hearing to be held on March 6, 2025 at 7:00 p.m. in the Erwin Municipal Building Board Room; and,

BE IT FURTHER RESOLVED, that the purpose of the public hearing will be to determine if undeveloped section of 4th Street being requested for permanent closure would be detrimental to the public interest, or to the property rights of any individual.

DULY ADOPTED, this the 6th day of February, 2025.

Randy Baker
Mayor

ATTEST:
Lauren Evans
Town Clerk
2/11,18,25; 3/4/2025

129