

**THE ERWIN BOARD OF COMMISSIONERS  
AUGUST 2024 REGULAR MEETING  
THURSDAY, AUGUST 1, 2024 @ 7:00 P.M.  
ERWIN MUNICIPAL BUILDING BOARDROOM**

**AGENDA**

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

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

  - A. Regular Meeting on June 6, 2024 **(Page 3)**
  - B. Regular Workshop on June 24, 2024 **(Page 11)**
  - C. Demolition of the Depot **(Page 16)**
  - D. 301 St. Matthews Road- Martin Edwards & Associates **(Page 17)**
  - E. Surplus Town Owned Equipment **(Page 20)**
  - F. Turlington Johnson Annexation- Public Hearing Resolution **(Page 21)**
  - G. Flock Camera Contract **(Page 24)**
  - H. DM2 Retainer Contract Extension FY 2024-2025 **(Page 77)**
  
4. **PROCLAMATION RECOGNIZING THE ERWIN 15U BOYS JR. LEAGUE BASEBALL TEAM**
  
5. **RECESS FOR REFRESHMENTS IN RECOGNITION OF OUR HONOREES**
  
6. **PUBLIC HEARING**
  - A. Duplex, Multi-Family- RMV- Special Use **(Page 80)**
  - B. CCIP Variance **(Page 85)**
  - C. Demolition of 601 Lucas Road **(Page 101)**
  
7. **PUBLIC COMMENT**

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

9. **ATTORNEY'S REPORT**

10. **CLOSED SESSION**

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

11. **ADJOURNMENT**

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

## ERWIN BOARD OF COMMISSIONERS

### REGULAR MINUTES

**JUNE 6, 2024**

### ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Baker presiding held its Regular Meeting in the Erwin Municipal Building Board Room on Thursday, June 6, 2024, at 7:00 P.M. in Erwin, North Carolina.

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

Town Manager Snow Bowden, Town Attorney Tim Morris, Deputy Town Clerk Katelan Blount, Finance Director Linda Williams, Town Planner Dylan Eure, Code Enforcement Officer Chris Jones, Public Works Director Mark Byrd, and Police Chief Jonathan Johnson were present.

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

Commissioner McKoy gave the invocation.

Town Attorney Tim Morris led the Pledge of Allegiance.

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

Town Manager Snow Bowden requested to remove the closed session (**ITEM 7**) from the agenda as there was no need to have a closed session at this time.

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

#### **CONSENT**

Commissioner Blackmon made a motion to approve (**ITEM A**) Minutes of Regular Workshop on April 22, 2024 (**ITEM B**) Minutes of Regular Meeting on May 2. The motion was seconded by Commissioner Turnage. **The Board voted unanimously.**

#### **PUBLIC HEARING**

##### **Proposed Fiscal Year 2024-2025 Budget**

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

Town Manager Snow Bowden came forward to present the Proposed Budget. He stated that we have a balanced budget with an intended revenue of \$4.46 million. The budget contains a 5% COLA for staff, tax rates are proposed to stay the same. There would be some fee increases- such as a 7% increase for GFL waste providers. Health insurance would go up to \$560/month, dental rates would go up to \$34.39/month, and vision would stay the same at \$7.16/month.

Additional funds are in this budget for the Planning Department to clean up dilapidated properties.

This would be the third year for the Harnett County Library consolidation project, so there is no fee for the library in this proposed budget.

This proposed budget does include a one-time transfer of \$91,409 from the American Rescue Plan Fund. This

**MINUTES CONTINUED FROM JUNE 06, 2024**

would be the last transfer of these funds, and the funds would need to be appropriated by the end of the year and spent by 2026.

There are funds in the budget to update the Town wayfinding signs.

There are funds in the budget to help with some improvements for the History Room.

Town Manager Snow Bowden pointed out that the fee for Harnett County Animal Control increased from \$12,000 to \$25,000. This is lower than what they originally requested, so Town Manager Bowden is satisfied with this number. He does anticipate that next year this cost will increase again.

There are funds for the Town to move forward with the ADA Transition plan.

There are funds in the budget for the Employee Appreciation Day.

It should be noted that there is an increase in the cost of the annual audit due to the number of grants that the Town has received. The Town will need a Single Audit. Usually, the cost of the audit is \$14,500, but this year the budget for the audit is \$27,500. The threshold of grants requiring a Single Audit is \$750,000. Due to the state SCIF Grants, anything over \$500,000 is typically where a yellow book audit is required.

In the Fee Schedule, currently, the costs for GFL Garbage is \$7.15/m, with the proposed cost of \$7.92/m, recycle is currently \$2.75/m and proposed to be \$3.05/m. There is also a proposed increase in the permit fees for variances, zoning applications, and text amendments. This increase is to cover the increased cost of advertising in the newspaper and the postage to mail notices. There is also an increase for the Community Building rental of \$300/day for residents and \$400/day non-residents, once the renovations are complete.

The budget that the Town is currently managing a number of grants. We have a number of budgets that are being funded through other grants, in separate Capital budgets. These include projects at the Parks, the Stormwater Management Plan, and the Community Building grant.

The budget had been posted on the website for a few weeks and had been available for public inspection.

Mayor Baker asked if anyone was present to speak or ask questions regarding the budget.

No one came forward.

Mayor Baker asked if the Board wanted to entertain any questions under public comment or if the board wanted to close the public hearing.

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

Commissioner Byrd stated that he would like to review the budget with Town Manager Snow Bowden. There was discussion among the Board to schedule a day and time to meet to review the budget.

Commissioner Byrd made a motion to table the Proposed FY 24-25 Budget until June 11<sup>th</sup> at 9:00 a.m. The motion was seconded by Commissioner Blackmon. **The Board voted unanimously to Table the Proposed FY 24-25 Budget.**

**Demolition of 301 St. Matthews Rd**

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

Town Planner Dylan Eure presented the information regarding the ordinance for the demolition of 301 St. Matthews Road. The Public Hearing for this was held on February 12, 2024 at 10 a.m. to condemn the structure. Since the condemnation and order for the demolition issued by the building code enforcement, any legal owners of said property have had 90 days to comply with the demolition of the residence, but has failed

**MINUTES CONTINUED FROM JUNE 06, 2024**

to do so. Therefore, pursuant to North Carolina General Statutes, it would be the recommendation of the Town Planner that the Town move forward with the demolition of the structure at 301 St. Matthews Rd.

Mayor Baker asked if the Board had any questions.

Commissioner Blackmon asked Town Attorney Tim Morris if he had had a chance to review this ordinance.

Town Attorney Tim Morris stated that he had, and everything was correct.

Mayor Baker asked if there was anyone present who wanted to speak for or against this request.

No one came forward.

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

Commissioner Blackmon made a motion to remove or demolish the structure at 301 St. Matthews Road, which was seconded by Commissioner Byrd. **The Board voted unanimously to approve the demolition of the structure at 301 St. Matthews Road.**

**NEW BUSINESS**

**Voluntary Annexation Request- Turlington-Johnson Land Partners**

Town Manager Snow Bowden came forward and stated that this is a voluntary annexation request for four parcels just outside the ETJ, close to Old Stage Road and Avery Road. This is about a mile outside our city limits.

The developer has mentioned that they would be interested in annexing another 8 parcels in the future based on the results of this satellite annexation.

There was discussion among the board on the zoning and the possible future annexation of the additional parcels.

Commissioner Blackmon made a motion to approve the Resolution Directing the Deputy Town Clerk to Investigate an Annexation Petition Received under G.S. 160A-31, 2023-2024-008, which was seconded by Commissioner Nelson. **The Board voted unanimously.**

**Civic Plus Supplement Subscription**

Town Manager Snow Bowden came forward and presented the updated Civic Plus contract. This would change the format of how the costs for Municode is calculated. The Town is currently on a pay per page, at a rate of \$18 per page. This has typically cost the Town an average of \$3500/hr. This updated contract would be a flat rate format, which would save us an estimated \$1800 per year. We have been updating Town Code now that we have a full-time Town Planner, so we're making a lot of updates over prior years.

Commissioner Byrd asked how long this cost would be in effect, and what percentage increase we would have annually.

Mayor Baker asked if there was a term contract.

Town Manager Snow Bowden explained that it would renew annually, and it would be 5% annual increase. The first year would be \$1815.00 and the following year would be \$3015.00.

### **MINUTES CONTINUED FROM JUNE 06, 2024**

Town Attorney Tim Morris confirmed that it would be an annual renewal, and if the Town was unhappy with the service, we could terminate without any penalties.

Commissioner Byrd made a motion to table the Civic Plus Subscription until the Special Called Meeting on June 11<sup>th</sup>, 2024, at 9:00 a.m. in order for Town Manager Snow Bowden to confirm the contract information. The motion was seconded by Commissioner Blackmon. **The Board voted unanimously to table the Civic Plus Subscription.**

#### **Auditor Engagement Letter and Contract**

Town Manager Snow Bowden presented the Auditor Engagement Letter and Contract. This is a standard annual engagement, and there are funds in the budget for this.

Commissioner Blackmon asked when the last time the Town bid the audit services out.

Town Manager Snow Bowden said that it was probably time to do so again.

Commissioner Blackmon asked if the cost was almost doubling from \$15,500 to \$27,500 due to the grants that the Town has and the required audit services for that.

Town Manager Snow Bowden confirmed that this was the case.

Commissioner Blackmon made a motion to approve the Auditor Engagement Contract for FY 24-25, which was seconded by Commissioner Nelson. **The Board voted unanimously to approve the Auditor Engagement Contract.**

#### **DM2 Retainer Contract Extension FY 2024-2025**

Town Manager Snow Bowden presented the contract retainer extension for the services of the Town Engineer, Bill Dreitzler. The fee for this service has remained the same since the Town brought Bill Dreitzler on to provide these services.

Commissioner Blackmon made a motion to table this item until the Special Called Meeting on June 11<sup>th</sup>, 2024, at 9:00 a.m. The motion was seconded by Commissioner Byrd. **The Board voted unanimously to table the DM2 Retainer Contract.**

#### **Harnett County Computer Services Agreement**

Town Manager Snow Bowden presented the Agreement with Harnett County for the Town of Erwin technology services. The rates are the same as previous years, and there are funds in the proposed budget to cover this agreement. The Town has been happy with the services provided by the County, and this is a fair agreement.

Commissioner Byrd made a motion to approve this item, which was seconded by Commissioner Nelson. **The Board voted unanimously to approve the Harnett County Computer Services Agreement.**

#### **Jet Vac Equipment**

Town Manager Snow Bowden presented the information for a new Jet Vac jetter. At the Budget Workshop, the consensus was to plan for the repair of the Jet Vac that we currently own. After sitting down with Public Works Director Mark Byrd and checking costs for parts and repairs, it was discovered that the parts needed are no longer made, due to the age of the equipment. Public Works would be better suited to purchase a new piece

**MINUTES CONTINUED FROM JUNE 06, 2024**

of equipment, and the Town has the funds available to purchase. This would help the Storm Water Department to complete their duties. Currently, Public Works is having to borrow a functional piece of equipment from another Town to blow out the drain tiles. If approved, the Board would also need to approve a budget amendment to move funds to cover the cost of this equipment.

Public Works Manager Mark Byrd stated that the current piece of equipment that the Town owns is from 2003, and the only parts available are from eBay.

Town Manager Snow Bowden stated that another plus for this new equipment is that it can be pulled behind a truck, and operated by one person. The current equipment we have requires 2-3 people to operate.

Commissioner Blackmon asked which quote was the applicable for this specific equipment.

Town Manager Snow Bowden clarified that the total cost would be \$76,573.55.

Commissioner Blackmon made a motion to approve the purchase of the Jet Vac Equipment, which was seconded by Commissioner McKoy. **The Board voted unanimously to approve the purchase of the Jet Vac Equipment.**

**BOA 2024-08**

Town Manager Snow Bowden presented this budget amendment, which would use additional funds from sales tax to cover the cost of the Jet Vac Equipment. The proposed budget amendment increased the Capital Outlay Equipment line item in the Town's Storm Water budget.

Commissioner Blackmon made a motion to approve BOA 2024-08, which was seconded by Commissioner Nelson. **The Board voted unanimously to approve BOA 2024-08.**

**FAMPO MOU**

Derrick Cameron of the Fayetteville Area Metropolitan Planning Organization (FAMPO) presented the boundary assessment update. This would allow the expansion of the FAMPO.

Commissioner Blackmon asked if this is on the agendas for the other municipalities named in the MOU.

Town Manager Snow Bowden explained that all the other municipalities in the document will also be presented with this information, yes. All municipalities in the document would need to approve. Harnett County approved and signed the MOU recently.

Commissioner Blackmon asked if there was a fee to join.

Town Manager Snow Bowden explained there wouldn't be any fees, but that there would be dues annually. The first year's dues would be waived.

Derrick Cameron also stated that the dues are based on the population of the municipality, and since Erwin is a smaller town, the dues would be smaller, most likely a couple hundred dollars.

**MINUTES CONTINUED FROM JUNE 06, 2024**

Commissioner Blackmon made a motion to approve the FAMPO MOU, which was seconded by Commissioner Byrd. **The Board voted unanimously to approve the FAMPO MOU.**

**BOA 2024-07**

Town Manager Snow Bowden presented this budget amendment. This would increase the Miscellaneous Revenue line item by \$8,132 to \$10,733, and the Expenditure line item for vehicle maintenance and equipment in the Police Department to \$20,733. This would be for two vehicles in the Erwin Police Department that were damaged by other people, and for the insurance payments for those accident claims.

Commissioner Blackmon made a motion to approve BOA 2024-07, which was seconded by Commissioner Nelson. **The Board voted unanimously to approve BOA 2024-07.**

**Recreation SCIF Grant**

Town Manager Snow Bowden presented information to the Board regarding a \$480,000 SCIF Grant that the Town received from the State of North Carolina. This would be for improvements and/or expansion of the Town recreation system. This grant requires that the funds be in a separate account from the general fund.

Commissioner Blackmon made a motion to approve the Grant Project Ordinance, Grant ID 10853: SCIF-Parks and Recreation Grant, which was seconded by Commissioner Byrd. **The Board voted unanimously to approve the SCIF Grant Ordinance.**

Commissioner Blackmon made a motion to approve the Resolution authorizing the SCIF Grant, which was seconded by Commissioner Nelson. **The Board voted unanimously to approve the SCIF Grant Resolution.**

Commissioner Byrd made a motion to approve the Resolution authorizing the Town to receive State Funds for the SCIF Grant, which was seconded by Commissioner Nelson. **The Board voted unanimously to approve the Resolution for Receiving State Funds.**

**Radio Contracts**

Town Manager Snow Bowden presented the contract with Harnett County for the radios that were purchased with ARPA funds for Town of Erwin Police Department. This is a standard lease that covers the updated radios for the newly updated VIPER network. The radios will belong to the Town and will be installed in the police cars. This would be a large cost for the Town, so we're very thankful to the County for using ARPA funds to cover the costs.

Chief Jonathan Johnson expressed his appreciation for the support from Harnett County, as the Town would have needed to purchase new ones soon.

Commissioner Nelson made a motion to approve the Radio Contract, which was seconded by Commissioner McKoy. **The Board voted unanimously to approve the Radio Contract.**



## **MINUTES CONTINUED FROM JUNE 06, 2024**

### **PUBLIC COMMENT**

Pearl Elliott of 727 N 16<sup>th</sup> Street, Erwin, spoke to the Board regarding the streets that need resurfacing. She stated that there are potholes and grass growing in the streets. She stated that a neighbor has garbage all over the yard, and never pulls their garbage can back in. She stated that the can is oftentimes left in the road, and is concerned about who would be responsible for the cost if she hits a can with her vehicle. She stated that the ditches also need to be cleaned out.

John & Vanessa Coupee of 600 E I Street, Erwin, spoke to the Board regarding the amount of water coming onto their land during rains. Mr. Coupee stated that the Town Manager and Mayor have seen it and he has photos. He'd like to see what can be done about it.

Mr. Coupee also would like to see about getting a 4-way stop at E I Street.

Mrs. Coupee stated that the rain was washing away the ditches, which is the main issue they're having. They have grandchildren and would like to ensure the area stays safe. Their dog pen had to be moved due to the flooding in their yard.

Arthur Brown of 609 N 16<sup>th</sup> Street, Erwin, spoke to the Board regarding the water during rainfall. He stated that he had about 10 inches of rain in his yard. He said there was enough water that it eroded the dirt from the trees and one fell on his house. He would appreciate any help from the Town to fix the water drainage issues.

Mayor Baker let those who spoke know that the Town is working on the issue, having just approved the purchase of the equipment to get the process started. He stated that he was out driving around town for about 2 hours during the last large rainfall to see the areas that need the biggest impact.

A resident who had not signed up for Public Comment asked to speak. Mayor Baker informed them that they had three minutes, although it was usually required to sign up in advance.

Thomas McLamb of 933 Butler Drive, Erwin, spoke regarding this neighborhood and the water issues. He mentioned his neighbor also had a lot of issues. He stated that he doesn't understand how the Town could dump water on personal property legally.

Jimmy Pleasant of 913 Butler Drive, Erwin, stated that he had been working with Town Manager Snow Bowden for about 4 years regarding the water issues. He stated that he works to keep the neighborhood looking nice. He is now having continued issues with drainage, and it is affecting his house. His foundation is settling and the floors are squeaking and have gaps from moisture. He stated that there aren't really ditches around his house, and the water coming from Warren Road is coming across his yard. The same issue with Don Ron Road- and the drainage culvert is uphill from his house.

### **MANAGER'S REPORT**

Town Manager Snow Bowden submitted a Manager's Report to the Board. There were no questions, and Town Manager Snow Bowden had nothing to add to the report.

### **ATTORNEY'S REPORT**

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

**MINUTES CONTINUED FROM JUNE 06, 2024**

**ADJOURNMENT**

Commissioner McKoy made a motion to adjourn at 7:55 P.M. which was seconded by Commissioner Nelson.  
**The Board voted unanimously.**

**MINUTES RECORDED AND TYPED BY  
KATELAN BLOUNT DEPUTY TOWN CLERK**

**ATTEST:**

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**Randy Baker**  
**Mayor**

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**Katelan Blount**  
**Deputy Town Clerk**

# ERWIN BOARD OF COMMISSIONERS

## REGULAR WORKSHOP MINUTES

JUNE 24, 2024

### ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Baker presiding held its Regular Workshop in the Erwin Municipal Building Board Room on Monday, June 24th, 2024, at 6:00 P.M. in Erwin, North Carolina.

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

Board Member Alvester McKoy was absent.

Town Manager Snow Bowden, Deputy Town Clerk Katelan Blount, Town Planner Dylan Eure, Public Works Director Mark Byrd, and Police Chief Jonathan Johnson were present.

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

Commissioner Byrd led the Invocation.

Commissioner Blackmon led the Pledge of Allegiance.

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

Town Manager Snow Bowden requested to amend the agenda and add the following items under New Business:

- D. DM2 Retainer Contract
- E. BOA 2024-11
- F. FAMPO TAC Dates

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

#### **CONSENT**

Commissioner Blackmon made a motion to approve **(ITEM A)** Resolution to Surplus Police Service Weapon. The motion was seconded by Commissioner Byrd. **The Board voted unanimously.**

#### **OLD BUSINESS**

##### **Erwin Depot Rehabilitation**

Mayor Baker stated that he liked how detailed the report that the Town got back was.

There was some discussion among the Board regarding how much of the original material would be saved. There was also discussion regarding the feasibility of saving the Depot versus building a metal building of similar square footage.

Mayor Baker asked what the procedure or protocol would be for the funds that have been donated and received for this specific project, including state grants.

## MINUTES CONTINUED FROM JUNE 24, 2024

The Board asked to see financial statements for all funds involving the Depot, as well as what funds would be available immediately to build a new building.

Mayor Baker requested that Town Manager Snow Bowden prepare financial statements for all donations and grants received for the Depot to clarify fund responsibility and ensure that the Town is doing the right thing. He asked that this be placed on the August 22, 2024 workshop agenda, and be ready for a decision on the August 1, 2024 Board of Commissioners meeting.

### **Proposed FY 2024-2025 Budget**

Town Manager Snow Bowden presented the updated budget with the requested changes from the Board, including the 7% COLA for staff.

Commissioner Blackmon asked if there was a plan for the wage study and if staff would get a merit increase when those results come back, or if the COLA would suffice for this year. There isn't anything in the budget to include that. He also asked about the funds from the cell tower rent.

Commissioner Byrd stated that the Town can do a budget amendment, but we'd be more accurate once we have the wage study back.

Mayor Baker said he would like to see the fund balance and percentages of the fund balances in the future for budget planning.

Mayor Baker asked if there were any other questions on the budget.

The Board had none.

Commissioner Blackmon made a motion to approve the FY 2024-2025 Budget Ordinance, which was seconded by Commissioner Byrd. **The Board voted unanimously to approve the FY 2024-2025 Budget Ordinance.**

### **BOA 2024-009**

Town Manager Snow Bowden presented the information for this proposed budget amendment. This grant has already been approved but will carry over into another fiscal year, and will establish a capital project ordinance.

Commissioner Byrd made a motion to approve the BOA 2024-009, which was seconded by Commissioner Nelson. **The Board voted unanimously to approve BOA 2024-009.**

### **CAPITAL PROJECT ORDINANCE GRANT 20285**

This ordinance is to establish the budget for Grant 20285 to be funded by Harnett County. This project would be for resurfacing tennis courts, and converting a tennis court into pickleball courts at the Al Woodall Municipal Park.

Commissioner Blackmon made a motion to approve the ordinance, which was seconded by Commissioner Nelson. **The Board voted unanimously to approve the Capital Project Ordinance Grant 20285.**

### **RESOLUTION FOR RECEIVING FUNDS GRANT 20285**

This resolution is to receive the funds for Grant 20285 from Harnett County.

**MINUTES CONTINUED FROM JUNE 24, 2024**

Commissioner Blackmon made a motion to approve the resolution, which was seconded by Commissioner Byrd. **The Board voted unanimously to approve the Resolution for Receiving Funds for Grant 20285. RESOLUTION AUTHORIZING GRANT 20285**

This resolution authorizes Harnett County to act as a pass-thru entity for the North Carolina Office of State Budget and Management (OSMB) to help the Town of Erwin receive one-time direct funding, courtesy of North Carolina State Senator Jim Burgin. This authorizes the Town of Erwin to create a special fund for this grant.

Commissioner Blackmon made a motion to approve the resolution, which was seconded by Commissioner Nelson. **The Board voted unanimously to approve the Resolution Authorizing Grant 20285.**

**BOA 2024-010**

Town Manager Snow Bowden presented the information for this proposed budget amendment. This amendment seeks to transfer \$61,000 from the Powell Bill fund to the General Fund to cover the additional costs of fixing the road on West E Street from when V1 Fiber hit the water line and damaged the road. We are still working with insurance on getting this reimbursed for the difference, but we currently have an outstanding bill that needs to be paid.

Commissioner Blackmon made a motion to approve the amendment, which was seconded by Commissioner Nelson. **The Board voted unanimously to approve BOA 2024-010.**

**SCIF 10852- ECONOMIC DEVELOPMENT GRANT PROJECT ORDINANCE**

Town Manager Snow Bowden presented the information that this ordinance is to establish a budget for a project to be funded by the North Carolina Session Law 2023-134 referenced as follows: \$500,000 for the “Denim Junction” incubators for new businesses, in Erwin, North Carolina.

Commissioner Marbell made the motion to approve this grant, which was seconded by Commissioner Nelson. **The Board voted unanimously to approve SCIF 10852 Economic Development Grant Project Ordinance.**

**SCIF 10852- ECONOMIC DEVELOPMENT SPECIAL FUND RESOLUTION**

Town Manager Snow Bowden presented the information that this resolution authorizes the Town of Erwin to create a special fund in order to accept funding as appropriated in Sessions Law 2023-134- House Bill 259.

Commissioner Byrd made a motion to approve this resolution, which was seconded by Commissioner Blackmon. **The Board voted unanimously to approve the SCIF 108502 Economic Development Special Fund Resolution.**

**SCIF GRANT 10852- RESOLUTION TO RECEIVE FUNDS**

Town Manager Snow Bowden presented a resolution that would allow the Town of Erwin to receive the funding for the SCIF Grant # 10852.

## MINUTES CONTINUED FROM JUNE 24, 2024

Commissioner Byrd made a motion to approve this resolution, which was seconded by Commissioner Blackmon. **The Board voted unanimously to approve the SCIF Grant 10852 Resolution to Receive Funds.**

### **DM2 Engineering Contract Extension**

Town Manager Snow Bowden presented the contract for DM2 Engineering Contract Extension.

Commissioner Blackmon asked how many days per week or how many hours per month Mr. Dreitzler was in town. Town Manager Snow Bowden responded that Mr. Dreitzler has worked a lot from home since moving to Wilmington and bills the Town monthly rather than hourly. Commissioner Blackmon wanted to know if Mr. Dreitzler only comes to town if there are issues, or if he does come to check in on items as well.

Town Manager Snow Bowden said that he reviews all the large projects, and stormwater, assists with handling resident complaints about stormwater issues, and looks at drainage issues. He stated that he could get a report with times put together.

Commissioner Blackmon made a motion to table the DM2 Engineering Contract Extension until further detail in in contract has been provided, which was seconded by Commissioner Nelson. **The Board voted unanimously to table the DM2 Engineering Contract Extension until further detail can be provided.**

### **BOA 2024-11**

Town Manager Snow Bowden presented this budget amendment to the Board. This amendment will transfer \$1000 of funds from the Street Department to the Powell Bill to cover an increase in expenses. This has already been accounted for in the budget, this would just approve the transfer of the funds.

Commissioner Blackmon made a motion to approve the budget amendment, which was seconded by Commissioner Nelson. **The Board voted unanimously to approve BOA 2024-11.**

### **FAMPO TAC MEETINGS**

Town Manager Snow Bowden presented a meeting schedule for the FAMPO Technical Advisory Committee, needing a Board Member to attend the meetings. The meetings are on the 4<sup>th</sup> Wednesday of the month at 8:30 a.m. via in-person meetings.

Commissioner Nelson volunteered to attend the TAC meetings.

Town Manager Snow Bowden stated that there is also the Citizen Advisory Council, which meets on the 2<sup>nd</sup> Wednesday at 8:30 a.m. via a hybrid format.

Commissioner Byrd volunteered to attend the CAC meetings as his work schedule would allow.

**MINUTES CONTINUED FROM JUNE 24, 2024**

**GOVERNING COMMENTS**

Commissioner Turnage stated that he is looking for updates on the Mason Drive homes, specifically 309 Mason Drive. The Gettin' Place is still an eyesore and needs to be dealt with. The owner seems to move some of his stuff around to give the impression that he's doing something. South Erwin has made a lot of improvements, and he would like to see that continue.

Mayor Baker requested that we have staff give 30 days for improvement or progress on the Mason Drive home, and have staff report back in 30 days at the next workshop.

Commissioner Nelson stated that he celebrated the 15U Baseball season championship win at the Town Park this past weekend. He stated that the Park Staff has made the park look great. He thanked the Police Department for the cleaning up of the drugs in Erwin. He wanted to thank Mark and his crew for replacing signs around town as needed, and the Town Staff for their hard work.

Mayor Baker stated that he would like to see the 15U Baseball team get recognition for the championship win, for both the coaches and the players. He requested that this be at the August meeting.

Commissioner Byrd stated that he would like to see some sort of tracking sheet for code enforcement. He has seen properties where enforcement has not been done- the grass is still now being mowed, and yards are not being cleaned up. He also thanked the Town employees for all their hard work.

Mayor Baker wanted to thank the Town Staff and how dependable they are, with their hard work.

**ADJOURNMENT**

Commissioner Blackmon made a motion to adjourn at 6:55 P.M. and was seconded by Commissioner Byrd. **The Board voted unanimously.**

**MINUTES RECORDED AND TYPED BY  
KATELAN BLOUNT DEPUTY TOWN CLERK**

**ATTEST:**

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**Randy Baker**  
**Mayor**

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**Katelan Blount**  
**Deputy Town Clerk**

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 1, 2024

Subject: Demolition of the Depot

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Instruct the Town Manager to obtain bids to demolish the Depot. The Town Manager will also need to have an asbestos inspection completed on the structure before it can be demolished.





**TOWN OF ERWIN**

Post Office Box 459  
Erwin, NC 28339  
(910) 897-5648

**PLANNING/INSPECTIONS DEPARTMENT**

**Bid Opening Date/Time:** July 18<sup>h</sup>, 2024 @ 2:00 PM  
**Bid Opening Location:** Town of Erwin  
Town Hall Conference Room  
**Property Address:** 301 St. Matthews Road (HC Tax PIN # 1507-32-9623.000)

You may hand deliver your bid to: Town of Erwin  
Attn: Chris P. Jones, Code Enforcement Officer  
100 West F Street, PO Box 459  
Erwin, NC 28339

or you may mail your bid to: Town of Erwin  
Attn: Chris P. Jones, Code Enforcement Officer  
100 West F Street, PO Box 459  
Erwin, NC 28339

**Bids not received by the time and date listed above will be rejected.**

Certain clearance activities are to take place upon the lot described above. These include those services which are marked with an X.

Clearance of Buildings, Debris and Lot

Clearance of Lot Only

Clearance of All Buildings

X  Clearance of Only the Following Building: Single-family structure with condemnation notice placed on structure

Clearance of Entire Lot

Clearance of the Following Portion of Lot:

X  Additional Specific Directions: Contractor will be responsible for seeding disturbed areas.

**DEFINITIONS:**

**Building Clearance** - The complete removal of all building materials from the lot including foundation, slabs, blocks and bricks

**Lot Clearance** - The removal of all underbrush, trash, junk, trees less than 6" in diameter down to the bare ground in the immediate area of the structure unless otherwise specified above.

**RESPONSIBILITIES OF CONTRACTOR INCLUDE:**

- Coordinate with utility companies for the disconnection of all utilities and power and phone lines.
- (X) Obtain any permits required from the Town Zoning Administrator, the County Building Inspection Office and the County Health Department.
- (X) The lawful disposal, at an approved disposal site, of all building materials, trash and brush removed from lot. Provide the Code Administrator with copies of all disposal trip tickets. Burning or burying of any debris is not permitted.

**RESPONSIBILITIES OF CONTRACTOR INCLUDE: (continued)**

- (X) Grading and smoothing disturbed areas (to accommodate a push mower), sowing grass and covering sown areas with sufficient straw to completely cover ground.

**NOTE: Prior to commencing this project, the awarded contractor will be required to provide a current Certificate of Insurance submitted to the Town of Erwin, Planning Department attention Chris P. Jones.**

A. Threshold Requirements

- a. Evidence of Insurance is required to be maintained in full effect at no additional cost to the Town of Erwin for the duration of this contract the following minimum amounts of insurance:
  - i. Commercial General Liability with limits not less than \$500,000;
  - ii. Worker's Compensation as specified by State Law;
  - iii. Employer's Liability with limits not less than \$1,000,000 each occurrence;
  - iv. Automobile
    - 1. Property Damage Liability with limits not less than \$1,000,000 per occurrence.
    - 2. Bodily Injury \$500,000 each person
  - v. Prior to commencement of work, Contractor shall furnish to the Town a copy of the Certificate of Insurance from its insurance carrier verifying these coverage amounts and that shows the Town of Erwin as an additional Insured on the Certificate of Insurance.
  - vi. The contractor will hold and save the Town of Erwin, its officers, agents and employees harmless from any liability of any kind while performing under this contract.
- b. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the Town of Erwin. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.

Please fill out this bid form and **return all pages** by the Bid Date shown at the top of page 1.

Chris P. Jones  
Code Administrator  
910-591-4204  
[cpjones@erwin-nc.org](mailto:cpjones@erwin-nc.org)

PLEASE PRINT THE FOLLOWING INFORMATION:

Bidder Information: Company Name Martin Edwards + Associates Inc.

Address PO Box 35

Erwin, NC 28339

Phone 910-591-7420

1. I will perform the above described services for a gross bid fee of \$ 2500.00.
2. In addition, I am willing to **deduct the sum** of \$ 0 for salvageable building/other materials taken from the site and in lieu of a cash payment. These materials will be used to offset the above gross demolition bid price as indicated below.

Item 1 (Gross Bid fee) \$ 2500.00

Subtract Item 2 (Salvage Materials) \$ 0.00

My net bid is \$ 2500.00

two thousand five hundred Dollars Dollars  
(My Net Bid in words)

Ashley Dunn  
Printed Name of Company Representative

Amy Dunn  
Signature of Company Representative



# 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

## **Surplus Equipment List Police Department July 22 2024**

All Used Generation 4 Glock model 22 .40 caliber handgun with 3 magazines, sights, box, and grips.

1. Serial #: STT453
2. Serial #: YCC951
3. Serial #: BHFB809
4. Serial # BCKV915
5. Serial # BFFS235
6. Serial #: BFAZ517
7. Serial #: STT451
8. Serial #: PFT896
9. Serial #: STT455

Smith and Wesson SD9VE Handgun (Court Order released to PD for use or sale) with one magazine

1. Serial #: FWP4283

Winchester Model 1300 Defender 12 Ga. Shotgun.

1. Serial #: L2866473
2. Serial #: L2401788
3. Serial #: L2407260
4. Serial #: L2788126

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 1, 2024

Subject: Voluntary Annexation- Turlington Johnson

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At our regular June Town Board meeting Town Staff presented a voluntary annexation request for four parcels that are non-contiguous. The four parcels are a part of a potential development that includes eight other parcels. The eight other parcels are in our outside our town limits as well but they are within our Extraterritorial Jurisdiction (ETJ). The potential developers would like to have all 12 parcels under the same zoning jurisdiction. The eight parcels that are in our ETJ are located in our Rural District (RD). If we moved forward with the annexation process for the four requested parcels they would be zoned RD. The developers mentioned that once they started the development process they would like to move forward with having the eight other tracts of land in our ETJ annexed to our Town Limits. But that is not a guarantee and we cannot mandate that they request to be voluntary annexed. If they wish to receive town services for the eight parcels in our ETJ they would need to request to have them annexed.

### Attachments:

- Certificate of Sufficiency
- Resolution Fixing Date of Public Hearing

### Action Recommended:

- Accept the Certificate of Sufficiency from Deputy Town Clerk and Approve the Resolution Fixing Date of Public Hearing on Question of Annexation.

## CERTIFICATE OF SUFFICIENCY

To the honorable Mayor and Board of Commissioners of the Town of Erwin, North Carolina:

I, Katelan Blount, Deputy Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation in the form of metes and bounds.
- b. The area described in the petition is non-contiguous to the Town of Erwin's primary corporate limits, as defined by G.S. 160A-58.1
- c. The petition is signed by and includes the address(es) of all owners of real property lying in the area described therein.
- d. Other findings

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Erwin, this the 22<sup>nd</sup> Day of July, 2024.



Katelan Blount  
Deputy Town Clerk



# TOWN OF ERWIN

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

## RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G. S. 160A-31 2024-2025-----001

**Mayor**  
Patsy M. Carson  
**Mayor Pro Tem**  
Randy L. Baker  
**Commissioners**  
William R. Turnage  
Thurman E. Whitman  
Alvester L. McKoy  
Ricky W. Blackmon

**WHEREAS**, a petition requesting annexation of the area described herein has been received; and

**WHEREAS**, the Mayor and Board of Commissioner of the Town of Erwin has by resolution directed the Deputy Town Clerk to investigate the sufficiency of the petition; and

**WHEREAS**, certification of the Deputy Town Clerk as to the sufficiency of the petition has been made;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Commissioner of the Town of Erwin, North Carolina, that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Erwin Town Hall, 100 West F Street, Erwin, NC 7:00 PM. on Thursday, September 5, 2024.

Section 2. The area proposed for annexation is described as follows:

- Avery Road- HC Tax PIN: 0588-82-5111
- Avery Road- HC Tax PIN: 0588-82-7366
- Avery Road- HC Tax PIN: 0588-82-0344
- Avery Road- HC Tax PIN: 0588-81-3955

Section 3. Notice of the public hearing shall be published in the Daily Record, a newspaper having general circulation in the Town of Erwin, at least ten (10) days prior to the date of the public hearing.

**Adopted this 1<sup>st</sup> Day of August 2024.**

**ATTEST:**

\_\_\_\_\_  
Randy Baker  
Mayor

\_\_\_\_\_  
Lauren Evans, NCCMC  
Town Clerk

**Flock Safety + NC - Erwin PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Taylor Ellison  
taylor.ellison@flocksafety.com  
7049426362



**Company Overview**

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

**Join thousands of agencies reducing crime with Flock Safety’s public safety operating system**

<b>2000+</b>	<b>120</b>	<b>1B+</b>	<b>&lt;60%*</b>
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

**Introduction**

*Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

**Software Platform**

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>● Vehicle make</li> <li>● Body type</li> <li>● Color</li> <li>● License plates <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>● Decals</li> <li>● Bumper stickers</li> <li>● Back racks</li> <li>● Top racks</li> </ul>
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i>  <i>FDLE</i>  <i>FL Expired Licenses</i>  <i>FL Expired Tags</i>  <i>FL Sanctioned Drivers</i>  <i>FL Sex Offenders</i>  <i>Georgia DOR</i>  <i>IL SOS</i>  <i>Illinois Leads</i>  <i>NCIC</i>  <i>NCMEC Amber Alert</i>  <i>REJIS</i>  <i>CCIC</i>  <i>FBI</i></p>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition		
<p>The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*</p> <p>*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department</p>		
Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p>

Your Flock Safety Team	
<p>Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.</p>	
Implementation	<p>Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.</p>
User Training + Support	<p>Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.</p>
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



**EXHIBIT A**  
**ORDER FORM**

Customer: NC - Erwin PD  
 Legal Entity Name: NC - Erwin PD  
 Accounts Payable Email: jjohnson@erwin-nc.org  
 Address: 100 West F St Erwin, North Carolina 28339

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$21,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ - Essentials	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	6	Included
Solar Falcon® LR	Included	1	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	6	\$3,900.00
Professional Services - Solar Implementation Fee	\$750.00	1	\$750.00

<b>Subtotal Year 1:</b>	\$25,650.00
<b>Annual Recurring Subtotal:</b>	\$21,000.00
<b>Discounts:</b>	\$4,000.00
<b>Estimated Tax:</b>	\$3,265.51
<b>Contract Total:</b>	\$46,650.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**Billing Schedule**

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
At Contract Signing	\$25,650.00
<b>Annual Recurring after Year 1</b>	\$21,000.00
<b>Contract Total</b>	\$46,650.00

\*Tax not included

**Discounts**

<b>Discounts Applied</b>	<b>Amount (USD)</b>
Flock Safety Platform	\$4,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOST™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera



**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: NC - Erwin PD**

By: \_\_\_\_\_

Mark Smith

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Snow Bowden

Name: \_\_\_\_\_

Title: Town Manager

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

## Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”). This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

## 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“***Service Interruption***”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“***Service Suspension***”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

#### **4. DATA USE AND LICENSING**

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## 5. CONFIDENTIALITY; DISCLOSURES

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the



foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## 6. PAYMENT OF FEES

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

**6.3 Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

**8.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the



chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

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EXHIBIT B  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

# Customer Implementation Guide

# Law Enforcement



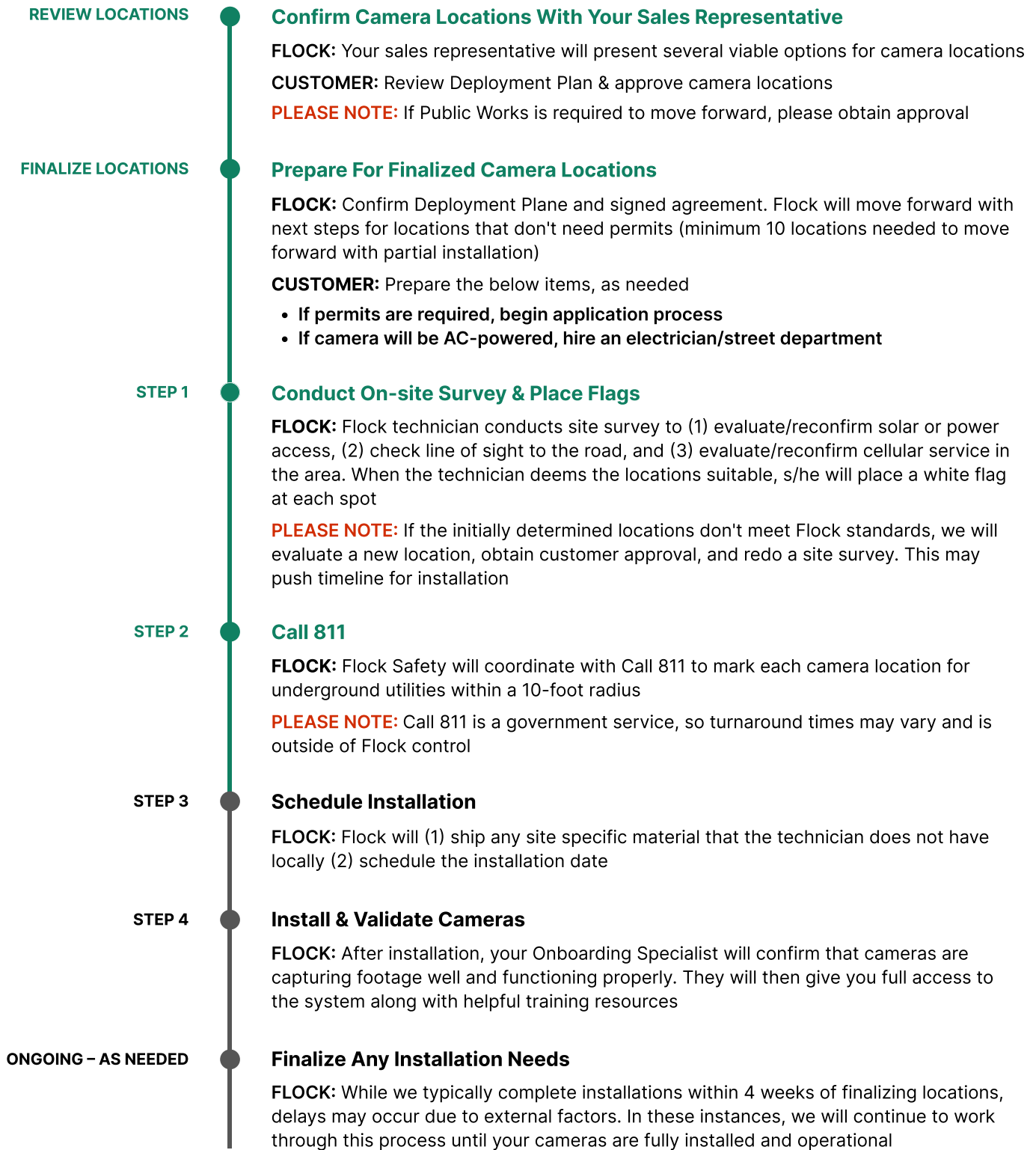
flock safety

# Table of Contents

Implementation Timeline .....	2
Flock Safety Team .....	3
Implementation Service briefs: Existing Infrastructure .....	6
vs Standard vs Advanced	
• Existing Infrastructure Implementation	
• Standard Implementation	
• Advanced Implementation	
Things to Consider When Selecting Locations .....	12
Customer Responsibilities: AC-Powered Cams .....	14
Electrician Handout .....	15
• Electrician Installation Steps	
• FAQs about AC-Powered Flock Cameras	
Installation Service Brief Summary .....	18
Permitting: Pre-Install Questionnaire .....	19
1. Timeline	
2. Right of Way	
3. AC Power vs. Solar	
4. Traffic Control & Installation Methods	
5. Paperwork & Required Forms	
6. Contacts	
*Fee Schedule .....	21
Help Center .....	22
Customer Support .....	22



# Implementation Timeline



This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:





# Flock Safety Team

Implementation Team	How They Will Support You
 <p data-bbox="217 688 492 726"><b>Project Manager</b></p>	<p data-bbox="607 380 1349 464">Your <b>Project Manager</b> is your <b>primary contact during camera installation.</b></p> <p data-bbox="607 499 1414 821">Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
 <p data-bbox="217 1318 492 1402"><b>Field Operations Team</b></p>	<ul data-bbox="630 1010 1422 1808" style="list-style-type: none"> <li data-bbox="630 1010 1422 1283">• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.</li> <li data-bbox="630 1325 1422 1598">• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.</li> <li data-bbox="630 1640 1422 1808">• <b>*Note*</b>: For <b>all installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not the technician.</li> </ul>

Relationship Team	How They Will Support You
 <p data-bbox="201 674 513 758"><b>Customer Success Manager</b></p>	<p data-bbox="610 373 1403 457">Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p data-bbox="610 495 1403 625">While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p data-bbox="610 663 1403 793">Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul data-bbox="630 814 1416 1180" style="list-style-type: none"> <li>• Set up Account Training</li> <li>• Understand benefits of features</li> <li>• Learning best practices for getting relevant data</li> <li>• Identifying opportunities to expand the security network in your area</li> <li>• Provide feedback on your partnership with Flock</li> </ul>
 <p data-bbox="253 1644 459 1728"><b>Flock Safety Support</b></p>	<p data-bbox="610 1339 1416 1566">The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. <b>To get in touch with support</b>, simply email <a href="mailto:support@flocksafety.com">support@flocksafety.com</a> or call <b>866-901-1781 Mon-Fri 8am-8pm EST.</b></p> <p data-bbox="610 1579 961 1617">Support can help you:</p> <ul data-bbox="630 1638 1416 1911" style="list-style-type: none"> <li>• Request camera maintenance</li> <li>• Troubleshoot online platform</li> <li>• Contract / Billing questions</li> <li>• Update account information</li> <li>• Camera Sharing questions</li> <li>• Quick “How to” questions in your Flock Account</li> </ul>

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

**PLEASE NOTE:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

# Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
<b>Pole</b>	None	Flock	NCHRP 350 / MASH
<b>Timeline</b>	Short	Medium	Longest
<b>Cost</b>	Lowest	Mid	Highest

## Existing Infrastructure Implementation

**COST:** \$150 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
  - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
  - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
  - Access requiring up to a 14' using an A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
  - Standard, 12' above grade [Flock breakaway pole](#)
  - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Standard Implementation

**COST:** \$650 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Advanced Implementation

**COST:** \$1,900 per camera (one time cost)

### Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).



Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on **Standard, 12' above grade Flock breakaway pole** or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

# Things to Consider When Selecting Locations

## Falcon Cameras



- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.\*
  - They should be mounted one per pole.\*\* If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).\*\*\*
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

\* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

\*\* Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

\*\*\* Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

## Solar Panels

Solar panels need unobstructed southern-facing views.



## Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



# Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

## How to Get Started with a Powered Install



### 1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources

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### 2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera

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### 3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras

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### 4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present

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### 5. Install Camera

Flock will install the camera and AC power kit at the specified camera location

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### 6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

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# Electrician Handout

## Electrician Installation Steps

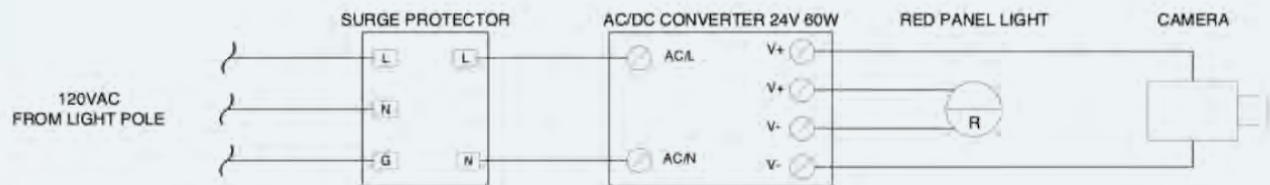
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
  - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
  - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
  - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



**Southeast Region - (678) 562-8766**

**West-Region - (804) 607-9213**

**Central & NE Region - (470) 868-4027**



## **FAQs about AC-Powered Flock Cameras**

### **What voltage is supported?**

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

### **How much power does this consume?**

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

### **Who is responsible for contracting the electrician?**

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

### **Who is responsible for maintenance?**

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

### **How much does it cost?**

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

### **What information do I need to provide my electrician?**

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

**Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

**How long does this process typically take?**

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

**What kind of electrician should I look for?**

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

**What happens if the electrician damages the equipment?**

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

**When should the electrician perform his work?**

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

**What if my electrician has questions about Flock's AC Kit?**

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

**What if the AC power is on a timer?**

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

# Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review <a href="#">Fees Sheet</a> For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For <b>Falcon™ Flex</b>	

\*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

\*\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

\*\*\*If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800



# Permitting: Pre-Install Questionnaire

## 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

## 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

## 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

## 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?\***

**PLEASE NOTE:** If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department

## \*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

### What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
  - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy  
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

### Incurred Fees:

- Camera relocation
  - Existing infrastructure (non-AC powered)..... **\$350**
  - Flock pole (non-AC powered)..... **\$750**
  - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
  - Camera only as a result of vandalism, theft, or damage ..... **\$800**
  - Pole replacement only as a result of vandalism, theft, or damage
    - Flock pole ..... **\$500**
    - Advanced pole ..... **\$5000**
  - Full replacement as a result of vandalism, theft, or damage
    - Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
    - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge ..... **\$350**
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email [support@flocksafety.com](mailto:support@flocksafety.com).

## Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

*(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

[How do I reset my / another user's password?](#)

## Customer Support

You can reach our customer support team anytime by emailing [support@flocksafety.com](mailto:support@flocksafety.com). They can help answer any “How-To” questions you may have.



**William W. Dreitzler, P.E.**  
7854 Trap Way  
Wilmington, NC 28412  
Phone: (919) 818-2235  
[bdreitzler@dm2engineering.com](mailto:bdreitzler@dm2engineering.com)

May 24, 2024

Board of Commissioners  
Town of Erwin, North Carolina  
Post Office Box 459  
Erwin, NC 28339

**Attention: Mr. Snow Bowden, Town Manager**

**Reference: Engineering Retainer Agreement Extension 2024-2025 Fiscal Year**

Dear Board:

**DM2 Engineering, PLLC** is pleased to submit our Proposal to provide engineering and technical support services to the Town of Erwin, NC. Recognizing the professional needs of a municipality along with the associated budget constraints, I am proposing a retainer fee that will allow the Town to spread out the cost of professional services over a fiscal budget cycle and help eliminate the unanticipated costs. The Scope of Services below will be provided to the Town each month regardless of the time required. This approach will assure that the Town is represented by a professional engineer who can operate as a member of the staff. Furthermore, my personal experience within the Harnett County area spans over 35 years and allows the Town access to someone who has a history working with not only Harnett County, but also other municipalities within Harnett County.

### **SCOPE OF SERVICES**

**DM2 Engineering** will perform the following Scope of Services as they relate to the above proposed retainer contract:

1. Attend Board of Commissioner meetings and provide an Engineer's Report if so requested.
2. Attend Planning Board meetings as requested.
3. Attend Pre-Development meetings as requested to assist the Planning Department.
4. Attend Board of Adjustment meetings as requested.
5. Attend Mid-Carolina Council of Governments Rural Transportation Planning Organization (RPO) meetings, if so requested.

6. Provide engineering technical review and comment for Site Plan Submittals.
7. Provide site inspections for construction projects that have been permitted by the Town.
8. Provide site inspections and construction administration services for Town of Erwin projects.
9. Provide technical assistance with regards to Phase II Stormwater compliance.
10. Provide review and engineering evaluation of the Town's existing stormwater studies and assist with seeking grant funds for improvements.
11. Provide technical review and comment for any sections of the Town's Code of Ordinances that may require review and/or update.
12. Assist the Town and/or private consultants working with the Town, with the preparation of Grant Applications.
13. Assist the Town and work with members of the public who have technical issues such as storm drainage.
14. Assist with the preparation of the Town's annual Powell Bill submittal.
15. Assist the Town's Public Works staff as may be required. This can include evaluation, cost estimating and recommendations regarding potential water and sewer extensions that the Town may desire Harnett County to consider.
16. Assist the Town's Recreation Department staff as may be required.

### **ADDITIONAL SERVICES**

Additional services required beyond that stated in the Scope of Services will be provided if so requested at an agreed upon rate.

### **RESPONSIBILITY OF OWNER**

The following items are to be provided by the Town of Erwin:

17. Provide access to any information that may be required to perform the scope of services.

**SCHEDULE**

**DM2 Engineering** proposes that the initial Agreement begin April 1, 2013 and run through June 30, 2013 (3 months) to align with the Town’s fiscal budget cycle. If at the end of this initial 3-month period the Town of Erwin is satisfied with the services being provided under this retainer agreement, then the agreement would be extended to run annually from July 1<sup>st</sup> through June 30<sup>th</sup>. The agreement would be re-evaluated at each annual budget cycle.

**The Town of Erwin Board of Commissioners approves the extension of this Retainer Agreement to run from July 1, 2024 through June 30, 2025. An extension for the 2025-2026 budget may be evaluated by the Board during next year’s normal budget cycle.**

**FEES**

**DM2 Engineering** will provide the above services on a monthly basis, regardless of the time required, for a retainer fee of \$2,000/month paid the first week of each month during the Town’s normal payment schedule.

**To affect the acceptance of this Retainer Agreement, please execute both originals and return a copy to our office. We appreciate the opportunity to provide our services to the Town of Erwin, NC.**

Sincerely,  
**DM2 Engineering, PLLC**



William W. Dreitzler, P.E.  
Managing Partner

**The Scope of Services, Terms and Conditions of this Retainer Agreement are accepted.**

Town of Erwin, North Carolina  
\_\_\_\_\_  
print/type individual, firm or corporate name

\_\_\_\_\_  
print/type name of authorized representative with title

\_\_\_\_\_  
signature of authorized representative

\_\_\_\_\_  
date

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 1, 2024

Subject: Duplex, Multi-Family- RMV- Special Use

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This proposed text amendment was already presented at a previous workshop and the consensus was to move forward with the text amendment. As a reminder, the Planning Board has recommended this text amendment for approval.



# Erwin Planning Board

## REQUEST FOR CONSIDERATION

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To: Erwin's Board of Commissioners  
From: Dylan Eure, Town Planner  
Date: August 1, 2024  
Subject: Duplex, Multi-family – RMV- Special Use

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Town Staff has prepared a proposed text amendment to Chapter 36 entitled Zoning under Article VI-A entitled Residential Mill Village within Section 36-155. Said section is the special uses and structures for the RMV zoning district. Per the 2023 Erwin Land Use Plan under Goal 1 LUH 3 and LUH 4 state that it is desirable to allow for greater densities and other forms of non-single-family residences in medium-density zoning districts. The Land Use Plan also states specifically that they are to be placed within the RMV and DMV zoning districts. Town of Erwin staff has also received several different inquiries over the last few months about homes that were constructed to be multi-family or two-family style homes to be used as such. Due to the nature of these homes being tailored to be two-family and multi-family dwellings, these home are challenging to flip and restore, unless the owner wants to convert the home into a single-family residence, which they were never designed to be. In order for these homes to be renovated and prevent further blight it is the recommendation from Town Staff to allow for two-family and multi-family dwellings to be a special use within the Residential Mill Village.

### **Current definition of a two-family dwelling:**

A dwelling arranged or designed for occupancy by two families, with separate housekeeping, cooking facilities for each, and a shared wall.

### **Current definition of a multi-family dwelling:**

A dwelling arranged or designed for occupancy by three or more families, with separate housekeeping and cooking facilities for each.

### **Proposed special uses to be added to RMV:**

- Two-family dwelling
- Multi-family dwelling

### **Current Dimensional Requirements to be added to RMV:**

- Minimum Lot Area: 7,000 sqft
- Minimum Lot Width: 65ft

### **Proposed Dimensional Requirements to be added to RMV:**

- Two-family/Multi-Family: 9,000 square feet per development and an additional 2,000 square feet per unit.
- Minimum Lot Width for Two-family/Multi-Family: 75 feet.

# NOTICE OF PUBLIC HEARING

The Town of Erwin Board of Commissioners will hold a Public Hearing on the following items pursuant to NC General Statute 160D-406, on Thursday, August 1st, at 7:00 P.M. in the Erwin Municipal Building Board Room located at 100 West F Street, Erwin, NC 28339.

- Case BOA 2024-003: This is a proposed subdivision variance for the side and rear setbacks of the parcel. The parcel can be identified by HC Tax Pin: 0597-54-8405/ 200 N 13th St Erwin, NC 28339.
- Proposed text amendment to Chapter 36 entitled Zoning under Article VI-A entitled Residential Mill Village within Section 36-155.
- Proposed demolition of a residence: 601 Lucas Rd- Tax PIN# 1506-49-7328.000

Questions concerning these cases can be addressed to Town Hall at 910-897-5140.

These cases are available for review at the Erwin Town Hall. All persons desiring to be heard either for or against the proposed item set forth above are requested to be present at the abovementioned time and place.

7/16,23/2024



# 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

**ORDINANCE OF THE TOWN OF ERWIN, NORTH CAROLINA  
AMENDING CHAPTER 36 ARTICLE VI-A  
RESIDENTIAL MILL VILLAGE  
SECTION 36-155. – SPECIAL USES  
ORD 2024-2025: 001**

**WHEREAS**, the current language of Section 36-155- Special Uses reads:

**Sec. 36-155. - Special uses.**

The following are conditional uses:

- (1) Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use.
- (2) Planned unit development.
- (3) Condominiums and townhouse development.
- (4) Nursing homes.
- (5) Clubs or lodges.

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

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

**Sec. 36-155. - Special uses.**

The following are conditional uses:

- (1) Day care centers, day nurseries, preschools, and similar uses. Day care centers, day nurseries, preschools, and similar uses may not be located within a 300-foot radius measured from the center of the property of another day care center, day nursery, preschool, or similar use.
- (2) Planned unit development.
- (3) Condominiums and townhouse development.
- (4) Nursing homes.
- (5) Clubs or lodges.
- (6) Two-family dwellings**
- (7) Multi-family dwellings**

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the Town of Erwin, North Carolina that the current language as herein found with respect to Section 36-155- Special Uses of the Town Code includes such language as herein indicated by red bold print.

Adopted this 1<sup>st</sup> day of August 2024.

ATTEST:

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Randy Baker  
Mayor

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Lauren Evans  
Town Clerk

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 1, 2024

Subject: CCIP Variance

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The Town received a subdivision variance request for the site of the Central Carolina Industrial Park (the mill). The Town approved a hardship subdivision variance for the site last year that allowed the site to be subdivided into two separate parcels. They are asking for another variance that would allow another portion of the site to be subdivided into a separate parcel. Our Town Planner Dylan Eure has reached out to the UNC School of Government and he was told that the applicants can request this type of variance even though one has already been granted for the site.



# TOWN OF ERWIN

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

8/1/2024

## **BOA-2024-003 Memorandum**

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

### **Variance Description**

200 North 13<sup>th</sup> LLC has submitted a variance request of the amount of 5ft 9inches for the side setback of lot 2B (adjacent to Chief Joseph Lane), 25ft for the side setback of lot 2A (adjacent to W J Sheet), and 13ft 8inches for the rear of Lot 2B (adjacent to the drainage pond). The purpose of this additional subdivision would allow for the current owners of the mill to reduce the cost of insurance on the properties due to the different planned uses for each of the areas. The previous subdivision that took place in August of 2023 was due to a similar reason to reduce the cost of insurance required. This subdivision set 0ft rear property setbacks for the lot 2A.

### **Property Description**

The total size of the parcel that is to be subdivided is 29.44 acres. If the proposed subdivision were to be approved it would then further subdivide the parcel into 2 tracks with the lot being labeled as 2A comprising 19.96 acres and the lot labeled as 2B comprising 10.42 acres. The most recent subdivision of the property took place in August of 2023 when 0ft setbacks were established for the rear of the property due to a tunnel running across both properties. Lot 2A contains 2 large buildings with parking, while lot 2B contains side-by-side individual units with another parking area.

### **Applicable Regulations**

The following regulations are the applicable dimensional requirements for M-1 zoning:

1. Min lot area: 40,000Sqft
2. Min lot width: 100Ft
3. Min front yard:40Ft
4. Min rear yard:20Ft, 30ft if against residential
5. Min side yard:15, 30ft is against residential

Regards,

Dylan Eure  
Town Planner



## Variance Application (February 2011)

Name of Applicant	Levi Gross	Property Owner	200 North 13 LLC
Mailing Address	320 Roebbling St. #125	Mailing Address	320 Roebbling St. #125
City, State, Zip	Brooklyn NY 11211	City, State, Zip	Brooklyn NY 11211
Telephone	910-250-5025	Telephone	910-250-5025
Email	levi@ccipnc.com	Email	levi@ccipnc.com

Address of Subject Property	100 North 13 St. Erwin, NC 28339
Parcel Identification Number(s) (PIN) of Subject Property	0597-54-8405.000

**Variance Description:** On a separately attached document, please state the particular zoning regulation for which the variance is being requested. Also state the requested variance (For instance, in the case of a setback variance request: If the required side yard setback is 12' and the applicant can only meet a 10' setback; then the applicant will be requesting a 2' variance from the 12' setback requirement.). Please attach a site plan with all appropriate dimensional notations needed to demonstrate the variance request if applicable.

**Findings of Fact:** The following are the findings of fact associated with a variance request. Applicant is to note that all of the following findings must be found in the affirmative in order for the requested variance to be granted. The applicant is requested to review each of these findings and answer the same to the best ability of the applicant. Responses to each of these findings may be attached to this application on a separate document.

- a. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures in the same district.
- b. Granting the variance the requested will not confer upon the applicant any special privileges denied to other residents of the district in which the property is located.
- c. A literal interpretation of the provisions of this ordinance will deprive the applicant of rights commonly enjoyed by other residence of the district in which the property is located.
- d. The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare.
- e. The special circumstances are not the result of the actions of the applicant.
- f. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.

### Owner/Applicant Must Read and Sign

The undersigned property owner, or duly authorized agent/representative thereof certifies that this application and the forgoing answers, statements, and other information herewith submitted are in all respects true and correct to the best of their knowledge and belief. The undersigning party understands that any incorrect information submitted may result in the revocation of this application. The undersigning party authorizes the Town of Erwin to review this request and conduct a site inspection to ensure compliance to this application as approved.

Levi Gross  
 \_\_\_\_\_  
 Print Name

*Levi Gross*  
 \_\_\_\_\_  
 Signature of Owner or Representative

06/24/24  
 \_\_\_\_\_  
 Date



## Variance Application Information

**Part 9  
Chapter 4  
Article 10**

### **Board of Adjustments**

#### **§ 9-4101.2 Powers and duties.**

The Board of Adjustment shall have the following powers and duties:

To authorize upon appeal in specific cases variance from the terms of this ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance will result in undue hardship, so that the spirit of this ordinance shall be observed and substantial justice done.

A charge shall be made to the appellant according to town policy in order to cover administrative and advertising costs (Subsection (d)).

A public hearing shall be held at which all of the following conditions must be found to exist:

- a. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures in the same district.
- b. Granting the variance the requested will not confer upon the applicant any special privileges denied to other residents of the district in which the property is located.
- c. A literal interpretation of the provisions of this ordinance will deprive the applicant of rights commonly enjoyed by other residence of the district in which the property is located.
- d. The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare.
- e. The special circumstances are not the result of the actions of the applicant.
- f. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.

In considering all proposed variances from this ordinance the Board shall, before making any finding in a specified case, first determine that the proposed variance will not constitute any change in the zone shown on the zoning map and will not impair an adequate supply of light and



air to adjacent property, or materially increase the public danger of fire and safety, or materially diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, morals, and general welfare.

No permitted use of land in other districts shall be considered grounds for the issuance of a variance. Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of this ordinance in the district involved, or any expressly or by implication prohibited by the terms of this ordinance in said district.

In granting a variance the Board may attach thereto such conditions regarding the location, character, and other features of the proposed building, structure, or use as it may deem advisable in furtherance of the purposes of this ordinance. Violation of such conditions and safeguards when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance.

Central Carolina Industrial Park/200 North 13 LLC  
320 Roebling St. #125 Brooklyn NY 11211

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6/25/2024

Dear Members of the Town of Erwin Planning Department,

We are writing to formally request a variance to complete the subdivision of our property at 100-200 North 13 St.

The specific variances we are seeking are as follows:

1. The side setback of Lot 2B, towards Chief Joseph Lane: A variance of 5 feet and 9 inches for the side setback.
2. The side setback of Lot 2A, towards W J Street: A variance of 25 feet for the side setback.
3. The Rear Setback of Lot 2B, towards the former drainage reservoir: A variance of 13 feet and 8 inches for the rear setback.

These variances are requested to enable us to subdivide the property, which will benefit its redevelopment.

We appreciate your consideration of this request and are available to provide any further information or clarification as needed.

Sincerely,

Levi Gross, Office Manager

[levi@ccipnc.com](mailto:levi@ccipnc.com)

910-250-5025

**NOTES:**

1. THE FIRM HAS NEITHER REVIEWED, NOR RELIED UPON A TITLE COMMITMENT OR ANY TITLE REPORT IN AND WHILE PREPARING THIS SURVEY AND THE CLIENT SHOULD NOT RELY UPON THIS SURVEY AS ASSURANCE OF OWNERSHIP, AS GUARANTEE OF MARKETABLE TITLE EXCEPTIONS THAT MAY, COULD OR DO ENCUMBER THE PROPERTY. THE CLIENT MUST ENGAGE A TITLE AGENT/TITLE INSURANCE COMPANY FOR REVIEW AND CONFIRMATION OF, AND INSURANCE REGARDING MARKETABLE TITLE.
2. AREAS COMPUTED BY COORDINATE METHOD.
3. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
4. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE NCVRS NETWORK.
6. BASIS OF BEARING SHOWN HEREON IS PER PLAT BOOK 2023, PAGE 401, HARNETT COUNTY REGISTER OF DEEDS.
7. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP 3720059700J, PANEL 0597 EFFECTIVE DATE OCTOBER 3, 2006.
8. THE TOWN OF ERWIN GRANTED VARIANCE VAR-2023-001 FOR THIS PARCEL FOR THE PURPOSE OF THIS SUBDIVISION.

AS THE OWNER OF RECORD, I HEREBY FORMALLY CONSENT TO THE PROPOSED DEVELOPMENT SHOWN ON THIS PLAN AND ALL REGULATIONS AND REQUIREMENTS OF THE TOWN OF ERWIN ORDINANCES.

DATE \_\_\_\_\_ OWNER'S SIGNATURE \_\_\_\_\_

**CERTIFICATE OF APPROVAL FOR RECORDING**

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREIN HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION ORDINANCE OF TOWN OF ERWIN, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF HARNETT COUNTY.

SUBDIVISION ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

**NOTARY STATEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE ME THIS DAY, EACH ACKNOWLEDGING TO ME THAT HE OR SHE VOLUNTARILY SIGNED THE FOREGOING DOCUMENT FOR THE PURPOSE STATED THEREIN AND IN THE CAPACITY INDICATED:

DATE: \_\_\_\_\_, 2024

PRINTED NAME: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

HARNETT COUNTY, NORTH CAROLINA

FILED FOR REGISTRATION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ AT \_\_\_\_\_ (AM / PM)  
AND DULY RECORDED IN MAP BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_

REGISTER OF DEEDS OF HARNETT COUNTY

STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

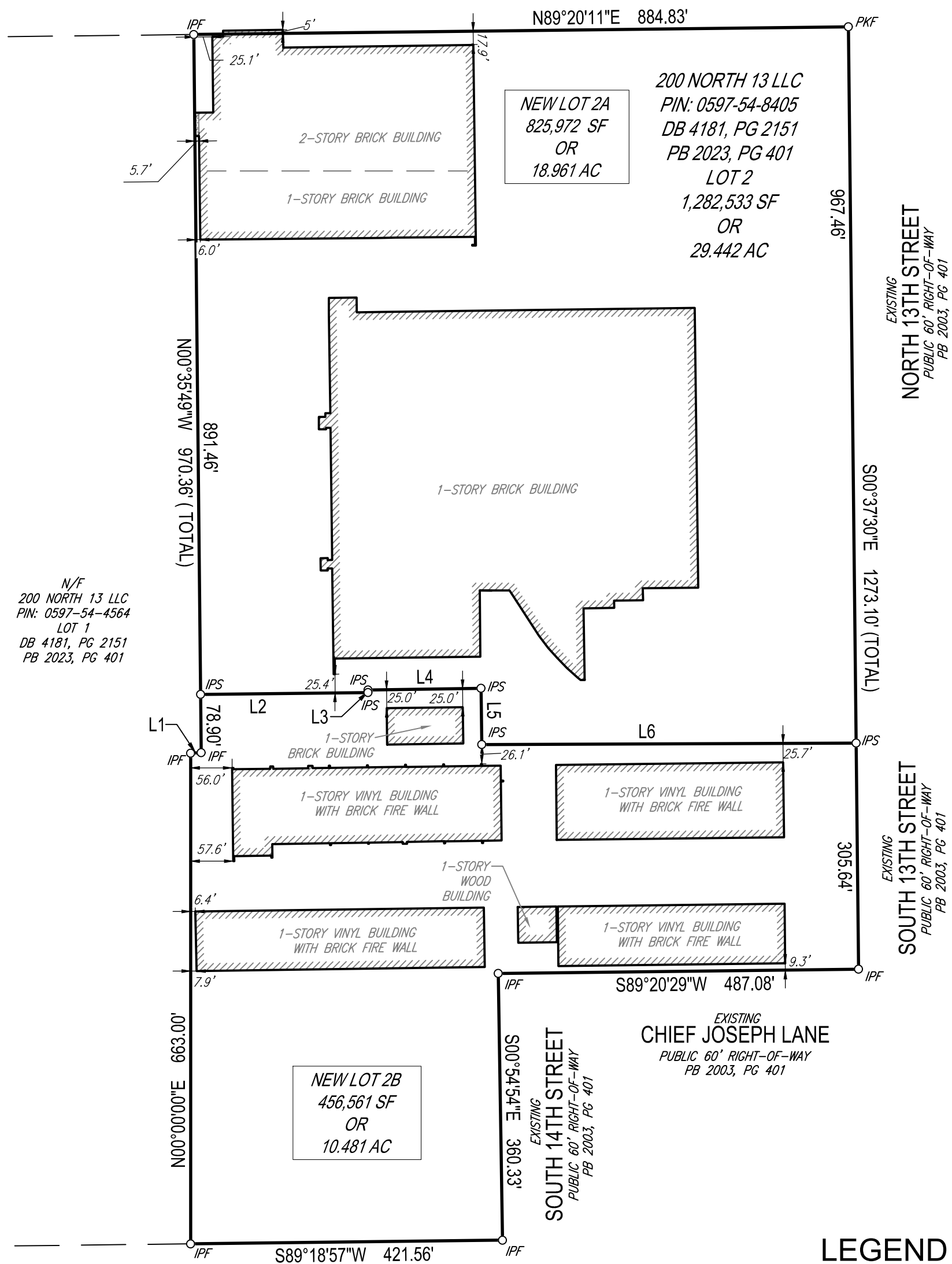
I, \_\_\_\_\_ REVIEW OFFICER OF HARNETT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

**SITE AREA TABLE:**

NEW LOT 2A.....	825,972 SF OR 18.961 AC
NEW LOT 2B.....	456,561 SF OR 10.481 AC
<b>TOTAL AREA.....</b>	<b>1,282,533 SF OR 29.442 AC</b>

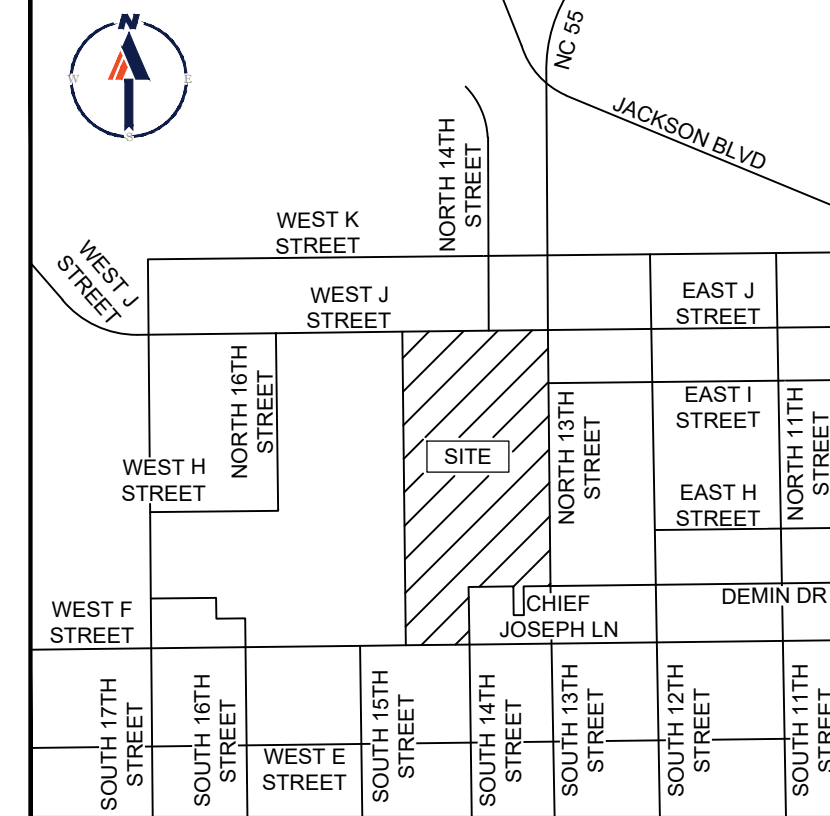
EXISTING  
WEST J STREET  
PUBLIC 60' RIGHT-OF-WAY  
PB 2003, PG 401



N/F  
200 NORTH 13 LLC  
PIN: 0597-54-4564  
LOT 1  
DB 4181, PG 2151  
PB 2023, PG 401

EXISTING  
CHIEF JOSEPH LANE  
PUBLIC 60' RIGHT-OF-WAY  
PB 2003, PG 401

EXISTING  
WEST F STREET  
PUBLIC 60' RIGHT-OF-WAY  
PB 2003, PG 401



**LOCATION MAP**  
NOT TO SCALE

**REFERENCES:**

- DB 4181, PG 2151
- DB 1542, PG 844
- DB 3624, PG 861
- DB 3431, PG 416
- DB 3086, PG 595
- DB 2952, PG 618
- DB 3441, PG 712
- DB 2416, PG 976
- PB 6, PG 89
- PB 6, PG 87
- PB 2023, PG 401

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88° 29' 21"E	14.29'
L2	N89° 24' 11"E	226.41'
L3	N00° 33' 38"W	3.59'
L4	N89° 13' 08"E	152.66'
L5	S00° 50' 40"E	75.82'
L6	N89° 46' 08"E	505.91'

**SURVEYOR CERTIFICATION**

I, THOMAS E. TEABO, PLS, HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, FROM DEED AND MAP REFERENCES AS NOTED ON SAID MAP; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FROM DEED AND MAP REFERENCES AS NOTED ON SAID MAP.

THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY OF THE SURVEY AS CALCULATED IS 1: 10,000+, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION OF RECORD; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G. S. 47-30, AS AMENDED.

THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF A SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS  
20TH DAY OF JUNE A.D., 2024.

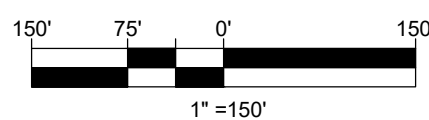
**PRELIMINARY - NOT FOR RECORDATION,  
SALES OR CONVEYANCES**

SURVEYOR \_\_\_\_\_ NC L-3920



**LEGEND**

- LINE SURVEYED
- - - LINE NOT SURVEYED
- PKF PK NAIL FOUND
- IPS IRON PIPE SET
- IPF IRON PIPE FOUND



**SUBDIVISION PLAT  
FOR  
200 NORTH 13 LLC  
PIN: 0597-54-8405  
DB 4181, PG 2151**

200 N 13TH STREET  
TOWN OF ERWIN, DUKE TOWNSHIP,  
HARNETT COUNTY, NORTH CAROLINA

NCBELS: P-1132

FILE NO. NS182033	<b>BOHLER</b> 4130 PARKLAKE AVENUE, SUITE 130 RALEIGH, NORTH CAROLINA 27612 919.578.9000 www.bohlerengineering.com			
DATE 06/20/2024	CREW CHIEF RJ	DRAWN PW	REVIEWED JT/TET	APPROVED TET
FIELD DATE 05/17/2023	SCALE 1" = 150'	DWG. NO. 1 OF 1		

BOHLER ENGINEERING - ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING. THIS DOCUMENT IS THE PROPERTY OF BOHLER ENGINEERING AND IS TO BE KEPT IN CONFIDENCE.



# BOARD OF ADJUSTMENTS VARIANCE REQUEST STAFF REPORT

Case: BOA-2024-003

Dylan Eure, Town Planner

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

Phone: (910) 591-4201 Fax: (910) 897-5543

Board of Commissioners Meeting Date: 8/1/2024

Requesting a subdivision variance in the amount of 5ft 9inches for the side setback of lot 2B (adjacent to Chief Joseph Lane) , 25ft for the side setback of lot 2A (adjacent to W J Sheet), and 13ft 8inches for the rear of Lot 2B (adjacent to the drainage pond).

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## Applicant Information

### Owner of Record:

Name: 200 North 13th LLC

Address: 320 Roebing St. #125

City/State/Zip: Brooklyn, NY 11211

### Applicant:

Name: Levi Gross

Address: 320 Roebing St. #125

City/State/Zip: Brooklyn, NY 11211

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## Property Description

Harnett County Tax PIN: 0597-54-8405

Address: 200 North 13<sup>th</sup> St. Erwin, NC 28339

Acres: 29.44 acres

Zoning District: M-1

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## Vicinity Map

- See Attached Document
- See Attached Proposed Subdivision

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## Physical Characteristics

Site Description: The total size of the parcel that is to be subdivided is 29.44 acres. If the proposed subdivision were to be approved it would then further subdivide the parcel into 2 tracks with the lot being labeled as 2A comprising 19.96 acres and the lot labeled as 2B comprising 10.42 acres. The most recent subdivision of the property took place in August of 2023 when 0ft setbacks were established for the rear of the property due to a tunnel

running across both properties. Lot 2A contains 2 large buildings with parking, while lot 2B contains side-by-side individual units with another parking area.

The parcel does not contain wetlands or watersheds and is not within a flood zone.

Surrounding Land Uses: This parcel is accessible off of N13th St, West J St, and Chief Joseph Ln/ South 14<sup>th</sup> St. The surrounding land uses are residential to the North and East of lot 2A which are zoned as under RMV and DMV. Other uses are residential to the south of the parking lot of 2B zoned RMV, along with the South of the property abutting Chief Johnson as well as East of 2B being Central Business containing both municipal facilities and business.

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## Services Available

- HRW for water and septic
- Duke for electricity/power
- Erwin Police & Fire

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## Findings of Fact

200 North 13<sup>th</sup> LLC has submitted a variance request of the amount of 5ft 9inches for the side setback of lot 2B (adjacent to Chief Joseph Lane), 25ft for the side setback of lot 2A (adjacent to W J Sheet), and 13ft 8inches for the rear of Lot 2B (adjacent to the drainage pond). The purpose of this additional subdivision would allow for the current owners of the mill to reduce the cost of insurance on the properties due to the different planned uses for each of the areas. The previous subdivision that took place in August of 2023 was due to a similar reason to reduce the cost of insurance required. Due to the nature of the mill and being that it was constructed before the Town of Erwin's incorporation, it is considered to be a true hardship and the further subdivision be approved.

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## Staff Evaluation

### Staff Evaluation

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures in the same district. **Yes**
  - **Reasoning:** The property was created before The Town of Erwin was incorporated, therefore it did not have to conform to any setback regulations at the time it was constructed.
2. Granting the variance requested will not confer upon the applicant any special privileges denied to other residents of the district in which the property is located. **Yes**
  - **Reasoning:** The variance is solely for setbacks that are unable to be met due to the property being constructed before Erwin Ordances was adopted and Erwin's incorporation.

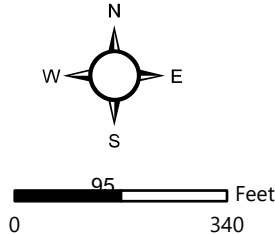
3. A literal interpretation of the provisions of this ordinance will deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located. **Yes**
  - **Reasoning:** Enforcing the setback regulations would deprive the owners of further subdividing the property to save on expenses of their ownership.
4. The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare. **Yes**
  - **Reasoning:** There is no evidence as to why further subdivision is injurious to the neighborhood or the general welfare.
5. The special circumstances are not the result of the actions of the applicant. **Yes**
  - **Reasoning:** The property was constructed before Erwin's zoning ordinances therefore did not have to be created based on Erwin's setback standards.
6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structures. **Yes**
  - **Reasoning:** The applicant's request is the minimum that would make it able to the subdivision feasible.

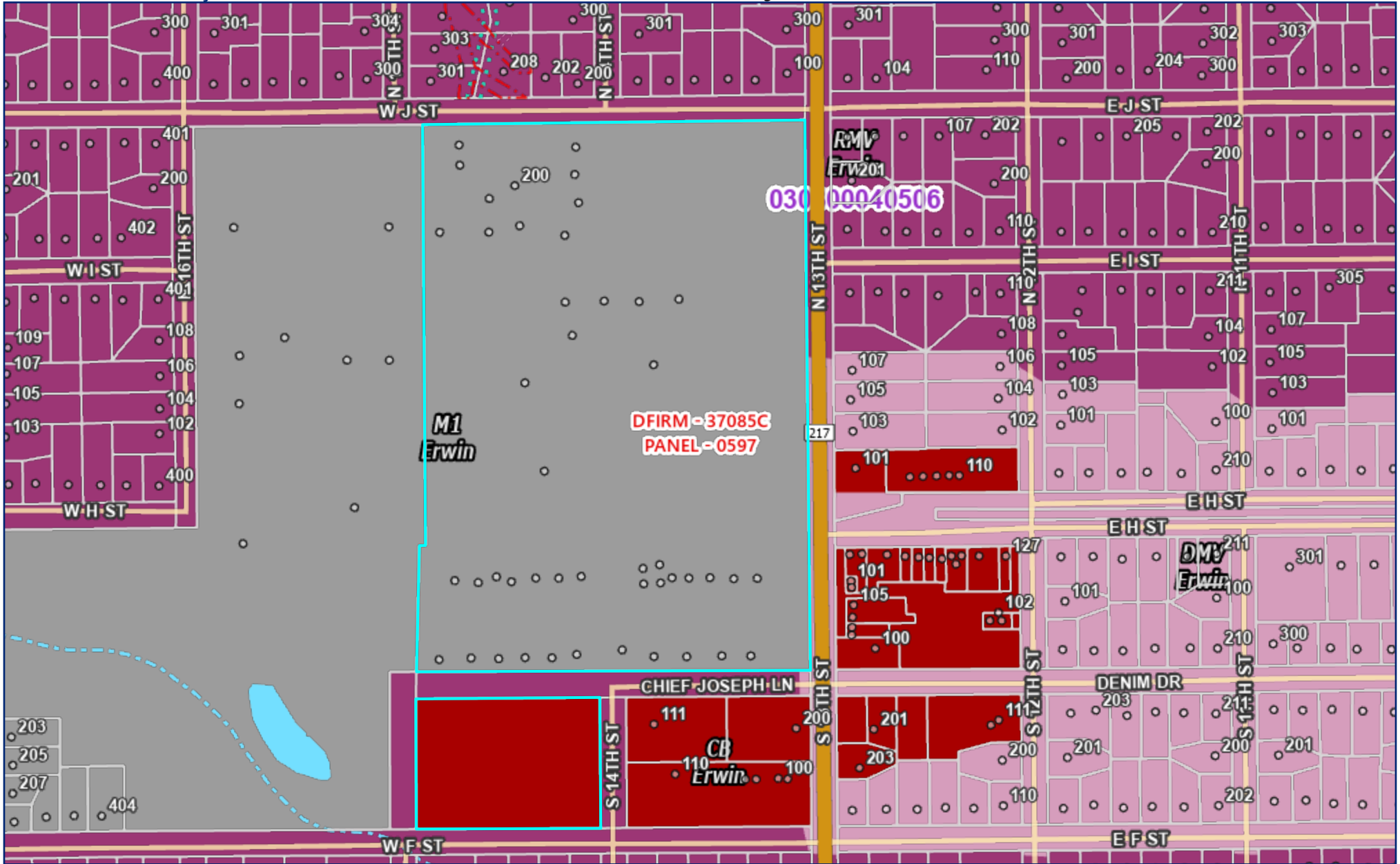
## Statement of Consistency

Due to all of the statements of reasonableness being found in the affirmative and all characteristics of a hardship being met and compatible with the Town of Erwin's Code of Ordinances said subdivision for the property located at 200 N 13<sup>th</sup> St. be approved.

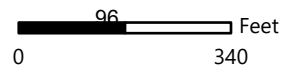
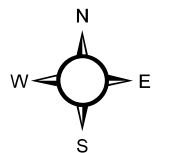


Flood Map Index	Road Centerlines	WasteWater	Freshwater Pond
County Boundary	NC	Parcels	Unnamed Flowline
City Limits	Drainage	Watershed HUC12	
Address Numbers	Utility	Watershed HUC8	





Flood Map Index	County Boundary	City Limits	Watershed HUC12	Watershed HUC8	DMV
Drainage	Utility	WasteWater	Freshwater Pond	M1	RMV
Address Numbers	WasteWater	WasteWater	Unnamed Flowline	ETJ	
Road Centerlines	Parcels	CB			





**200 NORTH 13 LLC**

320 ROEBLING ST STE 125 BROOKLYN, NY 11211-6262

**ANDREWS MICHAEL W**

301 S 15TH STREET ERWIN, NC 28339-0000

**RAY MELISSA B**

205 WEST F STREET ERWIN, NC 28339

**DAY PAULA MAYNOR & DAY JONATHAN SCOTT**

73 VICTORY CIR WILLOW SPRING, NC 27592-7684

**ERWIN FIRE STATION**

200 S 13TH ST ERWIN, NC 28339-0000

**STALL JEFFREY R**

391 Crawford Rd Coats, NC 27521-9407

**WOODS INVESTMENT ENTERPRISE LLC**

101 S 13TH ST ERWIN, NC 28339-1703

**CURR-WELL DEVELOPMENTS LLC**

21 LITTLE FARM CIR ANGIER, NC 27501-9404

**GONZALEZ ALFONSO APOLINAR & LUNA ERNESTINA SORIANO**

140 MERCHANT DR #29 ANGIER, NC 27501-7572

**MCLAMB STACY & MCLAMB BARBARA**

101 E I ST C/O T & S ENTERPRISES ERWIN, NC 28339-1813

**RIVERA DAVID NOE LEON**

201 SUNCREEK DR BENSON, NC 27504-8151

**MCNEILL BATTISTA A**

207 W F ST ERWIN, NC 28339

**JACKSON MICHAEL R & JACKSON NANCY S**

309 ST MATTHEWS ROAD ERWIN, NC 28339-0000

**NORRIS ROBERT GLYNN & NORRIS ROCHELLE OQUINN**

PO BOX 762 ERWIN, NC 28339

**ADAMS BRENTON D**

PO BOX 1389 DUNN, NC 28335-1389

**BUTLER TRISTEN COLT**

989 BAILEY RD COATS, NC 27521-9307

**TOMA NARGIS S & TOMA KAMAL S**

6940 DARCY LN RALEIGH, NC 27606-9024

**PORTILLO OLGA**

103 N 13TH ST ERWIN, NC 28339-1722

**HERNANDEZ REFUGIO D**

107 N 13TH ST ERWIN, NC 28339-1722

**MCLAMB STACEY & MCLAMB BARBARA**

101 EAST I ST ERWIN, NC 28339-0000

**CLARENCE MASON GROUP LLC**  
8013 MATINVESI ST RALEIGH, NC 27616-8497

**BAREFOOT GLORIA B & BAREFOOT  
JIMMY WAYNE**  
101 EAST J. STREET ERWIN, NC 28339-0000

**WADE JEAN PAGE & C/O NICHOLAS  
SKATELL**  
1565 CHICORA RD DUNN, NC 28334-0000

**BRYANT TARA GABRIELLE**  
104 WEST J STREET ERWIN, NC 28339

**LEE ROBERT E**  
PO BOX 41 DUNN, NC 28335

**NCLEAN TAMEKA CHERIE**  
200 W J ST ERWIN, NC 28339-1426

**BONTEMPS FREDRICK & BONTEMPS  
JENNIFER**  
5104 HIGHCROFT DR CARY, NC 27519-8815

**SOUTHERN VISION PROPERTIES LLC**  
124 ARIEL ST LILLINGTON, NC 27546-6154

**CHEYENNE ENTERPRISES LLC & C/O  
DANIEL WALL**  
PO BOX 745 WILLOW SPRING, NC 27592-0745

**ELLER RENTAL PROPERTIES LLC**  
PO BOX 2228 LILLINGTON, NC 27546

**MCGEE MELODY H & MCGEE ROY  
THOMAS JR**  
PO BOX 56 BUIES CREEK, NC 27506

**HUCK LILLIAN R & HUCK LAURIE**  
110 W J ST ERWIN, NC 28339-1424

**MCLEOD PROPERTIES RENTALS LLC**  
19256 NC 210 N ANGIER, NC 27501

**MY HOMES LLC**  
202 WINTERLOCHEN DR DUNN, NC 28334-8908



# TOWN OF ERWIN

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

7/15/2024

## Notice of a Public Hearing BOA-2024-003

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

The Board of Commissioners of the Town of Erwin will hold a public hearing pursuant to NC General Statute 160D-406 on August 1st, 2024 at 7:00 P.M. at the Erwin Town Hall, 100 West F Street, Erwin, North Carolina to hear public comment on a proposed subdivision variance for the side setbacks and the rear setback of the parcel.

The requested variance is the following parcel:

- HC Tax Pin: 0597-54-8405/ 200 N 13<sup>th</sup> St Erwin, NC 28339

A copy of this case is available for review at the Erwin Town Hall. Questions concerning this case can be addressed to the Town Planner Dylan Eure at 910-591-4201 or by email at [deure@erwin-nc.org](mailto:deure@erwin-nc.org)

Regards,

Dylan Eure  
Town Planner

# NOTICE OF PUBLIC HEARING

The Town of Erwin Board of Commissioners will hold a Public Hearing on the following items pursuant to NC General Statute 160D-406, on Thursday, August 1st, at 7:00 P.M. in the Erwin Municipal Building Board Room located at 100 West F Street, Erwin, NC 28339.

- Case BOA 2024-003: This is a proposed subdivision variance for the side and rear setbacks of the parcel. The parcel can be identified by HC Tax Pin: 0597-54-8405/ 200 N 13th St Erwin, NC 28339.
- Proposed text amendment to Chapter 36 entitled Zoning under Article VI-A entitled Residential Mill Village within Section 36-155.
- Proposed demolition of a residence: 601 Lucas Rd- Tax PIN# 1506-49-7328.000

Questions concerning these cases can be addressed to Town Hall at 910-897-5140.

These cases are available for review at the Erwin Town Hall. All persons desiring to be heard either for or against the proposed item set forth above are requested to be present at the abovementioned time and place.

7/16,23/2024

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 1, 2024

Subject: Demolition of 601 Lucas Road

---

Town Staff is asking the Board to consider adopting an ordinance to demolish the structure at 601 Lucas Road. The Town has gone through the entire minimum housing process with this home, and there have been no improvements made whatsoever.



# TOWN OF ERWIN

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

**August 15, 2023**

William Hall Jr  
Betty Hall  
601 Lucas Rd  
Dunn, NC 28334

**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

Dear, Mr. & Mrs. Hall,

It has come the attention of Town Hall that the property at 601 Lucas Rd with associated Tax PIN# 1506-49-7328.000 appears to be in violation of the Town of Erwin's minimum housing ordinance. A report has been received indicating the conditions of this property are in violation of the Housing Code.

Therefore, as prescribed in the Code of Ordinance, an inspection of the property is scheduled for **10 AM on Monday September 4, 2023**. It will be necessary for you, your agent and/or tenant to be present at the structure to provide access for the inspection. The inspection will be conducted in accordance with Section 6-30 of the Town Minimum Housing Code. I am authorized to obtain a warrant to conduct an inspection.

Upon completion of the inspection, a hearing will be scheduled within 30 days of the purpose of finding the facts as to whether or no the condition of this property is in violation of the Minimum Housing Code. At the hearing, you shall be entitled to offer such evidence as is relevant or material to the questions sought to be determined or the remedies to be effected. For any further questions, feel free to contact Erwin Town Hall.

Christopher Jones,  
Code Enforcement Officer

Phone: 910-591-4204  
Email: cpjones@erwin-nc.org



# TOWN OF ERWIN

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

## COMPLAINT AND NOTICE OF HEARING BEFORE THE HOUSING INSPECTOR UNDER MINIMUM HOUSING CODE

**FILE HC-177-23**

**TO:** Joann Hall and interested parties in regards to the property at 601 Lucas Rd, Dunn, NC 28334 (Tax PIN# 1506-49-7328.000), in the Town of Erwin.

**YOU ARE HEREBY NOTIFIED** that the dwelling unit and/or lot located at the address designated above is in a condition that appears to be unfit for human habitation and is in violation the Town of Erwin Minimum Housing Code.

**YOU ARE FURTHER NOTIFIED** that a hearing will be held before the Housing Inspector of the Town of Erwin at Town Hall, 100 West F St, Erwin, NC 28339. This hearing will be conducted at **10 AM, September 27, 2023** for the purpose of finding the facts as to whether the condition of the property falls within the scope of the above-mentioned section of the Town Code of Ordinance. At the hearing, you shall be entitled to offer such evidence relevant to the questions sought to be determined or the remedies to be affected. This hearing may be conducted by phone should you be unable to attend in person.

**YOU ARE FURTHER NOTIFIED** that if, upon such hearing, the Housing Inspector shall find the conditions of the property do in fact violate the Housing Code and render the dwelling unfit for human habitation, the Housing Inspector will issue an order in writing requiring the owner of the property to remedy these conditions.

Further information may be obtained by contacting the undersigned at 910-591-4204

This the 14<sup>th</sup> day of September, 2023

---

Christopher Jones  
Code Enforcement officer



# TOWN OF ERWIN

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

## FINDING OF FACTS AND ORDER

**File No. HC-177-23**

**To:** Joann Hall and interested parties in regards to the property at 601 Lucas Rd, Dunn, NC 28334 (Tax PIN# 1506-49-7328.000), in the Town of Erwin.

The undersigned Code Administrator of the Town of Erwin pursuant to law conducted a hearing at the time and place stated in the Complaint and Notice heretofore issued and served, or at a time to which the hearing was continued with previous notice to the above named owners and parties in interest or their agents or attorneys. At the hearing, the Answer, if any, files by the owners and parties in interest were carefully analyzed and considered by the undersigned. In addition to other evidence presented, the undersigned personally inspected the property described above, and such inspection and examination has been considered, along with the other evidence offered at this hearing.

Upon the record and all of the evidence offered and contentions made, the undersigned Code Administrator does hereby find the following facts:

1. The above named owners and parties in interest with respect to the property located at the place specified above were duly served as required by law with written Complaint and Notice of Hearing which set forth the Complaint that the premises located at the above address is unfit for human habitation and in violation of the Town Minimum Housing Code, and the particulars thereof, and fixed a time and place for a hearing upon the Complaint as provided by law. At the hearing, the following owners, persons in interest or their agents or attorneys, were present and participated therein: **Betty Joann Hall by phone at her request due to lack of transportation.**
2. The premises described above violate the Town Minimum Housing Code, by reason of the conditions found to be present and to exist in and about the structure.



3. Due to these conditions, the building and/or premises described above is found to be in condition within the meaning of the Town Minimum Housing Code, so as to be unfit for human habitation;

**IT IS THEREFORE ORDERED** that the owners of the property above are required to bring such property into compliance with the Minimum Housing Code by

repairing, altering, improving or vacating and closing the deteriorated structure;  
 repairing, altering, improving or vacating and demolishing the dilapidated structure;  
 cleaning up the premises

By a date **not later than the 29<sup>th</sup> day of December, 2023**

**This** the 27<sup>th</sup> day of September, 2023

\_\_\_\_\_  
Christopher Jones  
Code Enforcement Officer



# TOWN OF ERWIN

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

June 28, 2024

William Hall Jr  
Betty Hall  
601 Lucas Rd  
Dunn, NC 28334

**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

Re: Citation No.: HC-177-23  
Property Address: 601 Lucas Rd  
Property Tax PIN: 1506-49-7328.000  
Property ID: 061507-0390

On September 27, 2023 a Findings of Fact and order was issued which required you to repair alter, improve or demolish the deteriorated structure by a date not later than December 29<sup>th</sup>, 2023.

The deadline has passed and therefore is it time to conduct a follow-up inspection to determine of the dwelling has been brought into compliance with the Town Minimum Housing Code.

I will return to conduct a follow-up inspection on **July 11<sup>th</sup>, 2024 at 9 A.M.** Please arrange to meet me at that time or have someone provide access for the inspection. If you have any questions, please feel free to contact me at Town Hall.

Christopher Jones  
Code Enforcement Officer

Phone: 910-591-4204  
Email: cpjones@erwin-nc.org



# TOWN OF ERWIN

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7/8/2024

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

## Notice of a Public Hearing

The Board of Commissioners of the Town of Erwin will hold a public hearing pursuant to NC General Statute 160D-406 on August 1<sup>st</sup>, 2024 at 7:00 P.M. at the Erwin Town Hall, 100 West F Street, Erwin, North Carolina to discuss the demolition of a residence.

The proposed demolition is for the following parcel:

- 601 Lucas Rd – Tax PIN# 1506-49-7328.000

A copy of this case is available for review at the Erwin Town Hall. Questions concerning this case can be addressed to the Code Enforcement Officer Christopher Jones at 910-591-4204 or by email at [cpjones@erwin-nc.org](mailto:cpjones@erwin-nc.org)

Regards,

Christopher Jones,  
Code Enforcement Officer



STICKER  
A collection of colorful stickers and small decorative items is affixed to the wood-paneled wall on the left side of the hallway.

THE MATTIN'S  
TOP GOSPEL ARTI  
S...  
YEAR  
bring





# NOTICE OF PUBLIC HEARING

The Town of Erwin Board of Commissioners will hold a Public Hearing on the following items pursuant to NC General Statute 160D-406, on Thursday, August 1st, at 7:00 P.M. in the Erwin Municipal Building Board Room located at 100 West F Street, Erwin, NC 28339.

- Case BOA 2024-003: This is a proposed subdivision variance for the side and rear setbacks of the parcel. The parcel can be identified by HC Tax Pin: 0597-54-8405/ 200 N 13th St Erwin, NC 28339.
- Proposed text amendment to Chapter 36 entitled Zoning under Article VI-A entitled Residential Mill Village within Section 36-155.
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Questions concerning these cases can be addressed to Town Hall at 910-897-5140.

These cases are available for review at the Erwin Town Hall. All persons desiring to be heard either for or against the proposed item set forth above are requested to be present at the abovementioned time and place.

7/16,23/2024



# TOWN OF ERWIN

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Charles L. Byrd  
David L. Nelson  
William R. Turnage

**AN ORDINANCE DIRECTING THE TOWN MANAGER TO  
REMOVE OR DEMOLISH THE PROPERTY HEREIN  
DESCRIBED AS UNFIT FOR HUMAN HABITATION AND  
DIRECTING THAT A NOTICE BE PLACED THEREON THAT  
THE SAME MAY NOT BE OCCUPIED**

2024-2025: 001

**WHEREAS**, the Town Commissioners of the Town of Erwin find that the structure described herein is unfit for human habitation under the NC State Building Code and NC General Statute 106D-1118 and that all of the procedures associated with said actions have been complied with; and

**WHEREAS**, this dwelling should be removed or demolished as directed by the Town Manager and should be placarded by placing thereon a notice prohibiting use for human habitation; and

**WHEREAS**, the owner of this structure has been given a reasonable opportunity to demolish the structure in accordance with NCGS 160D-1121 pursuant to an order issued by the Building Code Administrator on September 27, 2023, and the owner has failed to comply with the Order;

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Erwin, that:

Section 1. The owner of such building(s), dwelling(s) and premises was hereby ordered to vacate any occupants and/or personal property therein on or before May 13, 2024.

Section 2. The Code Administrator is hereby authorized and directed to place placards containing the legend:

"This building is unfit for human habitation. The use or occupation of this building for human habitation is prohibited and unlawful."

on the building located at the following address:

**601 Lucas Rd, Dunn, NC 28334 (Tax PIN# 1506-49-7328.000)**



Section 3. The Town Manager is hereby authorized and directed to proceed to remove or demolish the above-described structure in accordance with the order to the owner with a deadline of the 29<sup>th</sup> day of December 2023, in accordance with NCGS 160D-1125;

Section 4. (a) The cost of removal or demolition shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the County Tax Collector, and shall have the same priority and be collected in the same manner as the lien for special assessments in Article 11 of NCGS Chapter 160D;

(b) Upon completion of the required removal or demolition, the Town Manager shall sell the materials of the dwelling and credit the proceeds against the cost of removal or demolition. The Town Manager shall certify the remaining balance to the Tax collector. If a surplus remains after the sale of the materials and satisfaction of the cost of removal or demolition, the Town Manager shall deposit the surplus in the Superior Court where it shall be secured and disbursed in the manner provided by NCGS 160D-1125;

Section 5. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 6. This Ordinance shall become effective upon its adoption.

**ADOPTED this 1<sup>st</sup> day of August, 2024.**

---

Randy L. Baker  
Mayor

**ATTEST:**

---

Lauren Evans, NCCMC  
Town Clerk