

**THE ERWIN BOARD OF COMMISSIONERS  
MARCH 2025 REGULAR MEETING  
THURSDAY, MARCH 6, 2025 @ 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 Workshop on January 27, 2025 **(Page 3)**
- B. Regular Workshop on February 6, 2025 **(Page 9)**
- C. CORE Strategic and Implementation Plan **(Page 17)**
- D. TRC Stormwater Management Plan Contract **(Page 35)**
- E. Planning Board Applications- Michael Jackson & Marsha Woodard **(Page 56)**
- F. Erwin Lion's Club Vision Ball Sponsorship **(Page 58)**
- G. Stage at Al Woodall Park Update **(Page 60)**
- H. SU-2025-001 Letter of Approval **(Page 61)**

**4. SPECIAL PRESENTATIONS**

**5. PROCLAMATION OF RECOGNITION OF OUTGOING PLANNING BOARD MEMBER RONALD BEASLEY (Page 62)**

**6. RECESS FOR REFRESHMENTS IN RECOGNITION OF OUR HONOREES**

**7. PUBLIC HEARING**

- A. Close Unopened Easement off of 4<sup>th</sup> Street **(Page 63)**

**8. PUBLIC COMMENT**

*Each speaker is asked to limit comments to 3 minutes, and the requested total comment period will be 30 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*

**9. MANAGER'S REPORT**

10. **ATTORNEY'S REPORT**

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 WORKSHOP MINUTES**  
**JANUARY 27, 2025**  
**ERWIN, NORTH CAROLINA**

The Board of Commissioners for the Town of Erwin, with Mayor Randy Baker presiding, held its Regular Workshop in the Erwin Municipal Building Board Room on Monday, January 27, 2025, at 6:00 P.M. in Erwin, North Carolina.

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

Board Members absent were: Mayor Pro Tem Ricky Blackmon and Commissioner Timothy Marbell.

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

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

Commissioner McKoy gave the invocation.

Mayor Baker led the Pledge of Allegiance.

**AGENDA ADJUSTMENT/APPROVAL OF AGENDA**

Town Manager Snow Bowden requested that item A under New Business be removed from the agenda and placed on the agenda for our Regularly Scheduled Workshop in February.

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

**NEW BUSINESS**

**Eagle Scout Project at Al Woodall Park- Cole Stevens**

Cole Stevens came forward and addressed the Board. He thanked the Board for allowing him the opportunity to do this project. He worked with Recreation Director Doug Stevens and Tyrus Clayton on the new construction of a wheelchair access ramp to the Girl Scout Hut at Al Woodall Park. The current ramp was deteriorating, and they planned to build a new ramp with the same blueprints.

Mayor Baker asked if this project would require a building permit to be obtained.

Town Manager Snow Bowden stated that Mr. Clayton would help with the grade of the ramp.

Mayor Baker stated that if a permit is required, the Town could handle that rather than Cole Stevens or Tyrus Clayton having to obtain the permit on behalf of the Town.

## **MINUTES CONTINUED FROM JANUARY 27, 2024**

Town Manager Snow Bowden stated he would verify if the permit was needed. He also informed the Board that Lowes was donating the supplies for the project.

Mayor Baker stated that the Town of Erwin had been blessed to receive the works from the scouts. We were so proud of the scouts and what the organization does.

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

### **Stormwater Management Plan RFQs**

Town Manager Snow Bowden stated this item was on our previous workshop that was postponed due to illness. Town Engineer Bill Dreitzler put out RFQs for proposals for engineering firms to assist the Town with a Stormwater Management Plan with a grant that Representative Penny helped the Town get from the State. Included in the packet were the scoring systems completed by Town Engineer Bill Dreitzler and Town Manager Snow Bowden. Town Staff recommended TRC due to their well-prepared proposal and the fact that they were familiar with the community. He felt that TRC was the most qualified.

Mayor Baker stated that Mr. Clayton was a local man. He wanted to know if there would be boots on the ground. Lidar can be great for certain information, but it did not replace a man with knowledge and his feet on the ground.

Mr. Clayton, who works for TRC, came forward. He stated he had worked for the Town over the years on various projects. He lives right outside of Town, and his family was from Erwin, and he grew up in Erwin. TRC has completed a lot of similar projects throughout NC. You will see trucks with their logos around Town, and they will be doing physical surveys of our Stormwater structures. They will use a combination of GPS and survey equipment to take pictures and assess the condition of the stormwater pipes and structures around Town. TRC was very aware of the impact and what they would be presenting to the Town's folk. Many of their employees are used to interacting with people and will be able to answer questions. They planned to put together public information flyers or websites to show residents what their stormwater fees are being used for.

Commissioner Byrd asked Town Manager Snow Bowden why there were significant differences in his and Town Engineer Bill Dreitzler's score.

Town Manager Snow Bowden stated it was a mixture of relationships and experience. He recommended that the Board lean more towards Town Engineer Bill Dreitzler's score since he was the expert in this case.

Commissioner Nelson asked if Public Works' input was included in this project.

Town Manager Snow Bowden stated that Public Works Director Mark Byrd was not part of the scoring system, but he was shown the submittals and approved of the recommendation to use TRC.

Mr. Clayton stated he would be reaching out to Public Works, and they will definitely be stakeholders in the process.

## **MINUTES CONTINUED FROM JANUARY 27, 2024**

**The consensus of the Board was to instruct Town Manager Snow Bowden to move forward with obtaining a contract with TRC.**

### **2024-2025 Street Resurfacing Recommendations**

Town Manager Snow Bowden stated that based on the pavement condition study, our Town Engineer Bill Dreitzler was recommending resurfacing E H Street on the side closest to Good Hope Hospital and Don Ron Road.

Commissioner Byrd inquired if we will have to cut that pavement or make any improvements to the road due to the issues we have been having in the area behind Good Hope Hospital.

Town Manager Snow Bowden thanked Commissioner Byrd for bringing that to his attention. He stated he would speak with Town Engineer Bill Dreitzler and come back to the Board.

Mayor Baker stated he agreed with Commissioner Byrd. He did not want to repave E H Street and have to cut into it in a few months. There was also discussion of using that area for a park.

**The consensus of the Board was to bring this item back at the Regularly Scheduled Workshop in February.**

### **West F Street**

Town Manager Snow Bowden provided the Board with a memo for West F Street. He stated there were still four easements we needed to obtain. We were working with Harnett Regional Water to relocate a waterline that required State approval. We received State approval, and we were ready to move forward and put out for bids. If we put it out for bids, it did not mean we would have to move forward, but it would give the Board a better idea of the pricing.

Mayor Baker stated he spoke with Representative Penny and Representative Pike and was informed that the Town would need an official grant packet showing our due diligence when applying for grant funding.

### **BOA-2025-05 & BOA-2025-06**

Town Manager Snow Bowden stated that BOA-2025-05 was asking to transfer \$3,000 from the Priebe Fund to cover the overrun for the pickleball court project. BOA-2025-06 was asking to transfer money for insurance.

Mayor Baker stated he had no issue with the Budget Amendment, but he asked Town Manager Snow Bowden to make sure he called the Priebe family for full transparency.

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

## MINUTES CONTINUED FROM JANUARY 27, 2024

### **SU-2024-002 Letter of Approval**

Town Planner Dylan Eure stated this was the approval letter for Whitney Stokes to build her duplex off of W N Street. This Special Use was approved at the January Board Meeting.

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

### **SU-2025-001**

Town Manager Snow Bowden informed the Board that we could not discuss this item, but he just wanted to make the Board aware that the Town received an amendment request to a current special use application at the corner of Maynard Lake Road for a 64-unit complex.

Mayor Baker clarified that this was the same company coming back with the same concept but just wanted to expand it. He asked if it would occupy additional area or encroach into any setbacks. He was trying to wrap his head around the process. It was the same applicants, same application for the same purpose, they were just wanting to alter their site originally approved by the number of buildings. He clarified that it was an amendment to the original application and not a whole new application.

Town Manager Snow Bowden stated that was correct.

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

### **Close Unopened Easement off of 4<sup>th</sup> Street**

Town Manager Snow Bowden showed the Board the GIS image included in the packet for this section of 4<sup>th</sup> Street. He stated it did not serve a purpose. It was designed to cut to HWY 421, but then Miller's bought the land. The property owner reached out to him about closing the road, and he explained the process to the owners. He asked Town Planner Dylan Eure to look at any other easements in Town, and there were about four or five the Town could consider closing. The proposed Resolution was to schedule the Public Hearing.

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

### **Schedule Budget Retreat**

Mayor Baker stated he would like to invite members of the Historical Society and the Erwin Area Chamber of Commerce to our Budget Workshop.

**The consensus of the Board was to schedule our first Budget Workshop on Tuesday, March 18<sup>th</sup>, at 9 AM in the Erwin Municipal Building Board Room. Town Clerk Lauren Evans will advertise the special meeting.**

## MINUTES CONTINUED FROM JANUARY 27, 2024

### **NCLM Town and State Dinner**

Town Manager Snow Bowden informed the Board that the NCLM Town and State Dinner will be on February 26, 2025, from 5:00-8:30 PM. He asked the Board to inform Town Clerk Lauren Evans by Thursday, February 6<sup>th</sup>.

Mayor Baker stated he planned to attend.

Commissioner Nelson stated he planned to attend as well.

Commissioner Byrd asked Town Clerk Lauren Evans to tentatively put him down to attend, and he would let her know for sure the following week.

### **Stage at Al Woodall Park**

Town Manager Snow Bowden stated that Town Staff needed to explore stage options for Al Woodall Park. Included in the packet was a picture of the stage that was built in Roseboro recently. The stage would be located next to the office at Al Woodall Park, facing the woods. He wanted to get the Board's opinion prior to getting plans drawn up.

Mayor Baker stated there were a lot of events we were inviting the community to, such as the Remembrance Service, Gospel Sings, and Concert Series. It was his understanding that this type of stage cost around \$50,000. We could even rent the stage for outdoor weddings. Town of Erwin citizens were looking for something new, and he felt it would be a worthwhile cause for the Town.

Commissioner Byrd informed the Board that the lady who owned the property behind Al Woodall Park had passed away. He stated for Town Manager Snow Bowden to give the family some time to grieve and then maybe we would discuss with her daughter about possibly buying the property.

Town Attorney Tim Morris stated he felt that the stage would pay for itself in 8-10 years.

Town Manager Snow Bowden stated a permanent stage would be beneficial for the Town for all events. We could use the stage for events we would not usually use a stage for because we have had to rent a stage in the past. We would point the stage towards the woods to project music towards the baseball fields and wooded area.

**The consensus of the Board was to authorize Town Manager Snow Bowden to move forward with obtaining plans for the stage.**

### **GOVERNING COMMENTS**

Commissioner Nelson stated he was still seeing a lot of junk around Town, such as junk cars and trash in people's yards. We were having issues with homeless people around Town. He asked the Board to keep in mind that we need to build a new Police Department.

Mayor Baker stated he had heard there were deed restrictions on the property.

Town Manager Snow Bowden stated that the property was donated to the Town to build a museum. He would look into it.

**MINUTES CONTINUED FROM JANUARY 27, 2024**

Commissioner Byrd stated it would be nice to have an old building in Erwin to put the History Room downtown.

Commissioner Turnage stated that he agreed that the History Room needed to be downtown.

Commissioner McKoy expressed his concern for the barrier needed for the stream at Porter Park. The last time it rained, he went and watched at the park and it was scary.

Town Manager Snow Bowden stated he had a meeting with Harnett Soil and Water to discuss the steps needed to get an RFQ/RFP in place for the feasibility study to restore those stream banks.

Commissioner Nelson stated that we needed to start thinking about whom we want to invite to Erwin for the Concert Series.

Mayor Baker stated the Christmas Parade was great, and he was thankful to Town Staff for doing so well with Town Events. It affirmed to him and the Board that they made the right decisions hiring the Town Staff. He asked the Board for continued prayers for the sickness in Town. His daughter's mother-in-law passed away.

**ADJOURNMENT**

Commissioner McKoy made a motion to adjourn at 7:10 P.M., and was seconded by Commissioner Byrd. **The Board voted unanimously.**

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

**ATTEST:**

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**Randy Baker**  
**Mayor**

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**Lauren Evans NCCMC**  
**Town Clerk**



**ERWIN BOARD OF COMMISSIONERS**

**REGULAR MINUTES**

**FEBRUARY 6, 2025**

**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, February 6, 2025, at 7:00 P.M. in Erwin, North Carolina.

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

Town Manager Snow Bowden, Town Clerk Lauren Evans, Town Attorney Tim Morris, Town Planner Dylan Eure, Police Chief Jonathan Johnson, Deputy Town Clerk Katelan Blount, and Code Enforcement Officer Chris Jones were present.

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

Commissioner McKoy gave the invocation.

A former teacher, Ms. Dorman, led the Pledge of Allegiance.

**AGENDA ADJUSTMENT/APPROVAL OF AGENDA**

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

**CONSENT**

Commissioner McKoy made a motion to approve **(ITEM A)** Minutes of Regular Meeting on January 2, 2025 **(ITEM B)** Eagle Scout Project at Al Woodall Park-Cole Stevens **(ITEM C)** BOA-2025-05 **(ITEM D)** BOA-2025-06 **(ITEM E)** SU-2024-002 Letter of Approval **(ITEM F)** Resolution Declaring Intent to Close Undeveloped Section of 4<sup>th</sup> Street and was seconded by Commissioner Nelson. **The Board voted unanimously.**

## MINUTES CONTINUED FROM FEBRUARY 6, 2025

### PROCLAMATION RECOGNIZING CAPE FEAR CHRISTIAN ACADEMY TENNIS TEAM

The Town Board of Commissioners recognized Coach Page Jackson, Assistant Coach Matthew Jones, and the players on the 2024 Cape Fear Christian Academy Tennis Team for an amazing season. Mayor Baker presented Coach Page Jackson with a Proclamation Plaque.

*The Proclamation is part of these minutes as an attachment.*

### SPECIAL PRESENTATION

Investigator Ethan Core was recognized as the Employee of Quarter 4 of 2024. Mayor Baker presented him with a plaque and a glass award to display at work or at home.

### RECESSED

Commissioner McKoy made a motion to recess at 7:12 PM for a reception and was seconded by Commissioner Turnage. **Motion Unanimously Approved.**

### RECONVENED

Mayor Baker called the meeting back into regular session at 7:21 PM.

### PUBLIC HEARING

#### **SU-2025-001**

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

Town Planner Dylan Eure stated we had a special land use update to the permit. The reason for this update was the increase in density. The applicant's original site plan, submitted last February, was two buildings with a total of 48 units. This request was for five buildings with a total of 64 units, accompanied by an office/clubhouse. This parcel was at the corner of Maynard Lake Road and East Jackson Blvd, Harnett County Tax PIN #0597-77-7438.000. This was petitioned by Mr. Bobby Funk with Coastal Plains Company, LLC. The parcel was split-zoned between R-6 and B-2. That being said, the proposed development was to be entirely placed on the R-6 part of the parcel. This was brought before the Board last February and approved, but due to the density increase, it must go through an amendment process. There were similar land uses in the area, such as N 14<sup>th</sup> Street, which has the apartment complexes there, and Maynard Lake off of Triton Court. Town Planner Dylan Eure stated he was happy to answer any questions the Board may have, and the applicant was also present to speak for the application.

Mayor Baker asked the Board if they had any questions for Town Planner Dylan Eure.

Commissioner Blackmon stated he did not have any questions and thanked Town Planner Dylan Eure.

## **MINUTES CONTINUED FROM FEBRUARY 6, 2025**

Commissioner Byrd clarified that this site plan would have more parking spaces with less room.

Town Planner Dylan Eure stated that was correct. As far as the parking was concerned, the applicant had petitioned for a variance to our parking ordinances with a reduction of 2.5 per unit to 1.5 per unit. The reason was that this housing project was through the North Carolina Housing Agency, and that was their requirement for multifamily complexes.

Commissioner Byrd stated to correct him if he was wrong, but this request also required a change in the ordinance for the height of the building.

Town Planner Dylan Eure stated that was also correct. The maximum building height for residential within any zoning jurisdiction was 35 ft, but that changed if it were a commercial development. The applicants were anticipating the buildings to be 35 ft. 8 in., so they would be requesting an 8 in. variance as well.

Mayor Baker did clarify that those variances were not included in the special use request.

Town Planner Dylan Eure confirmed that was correct. Those variance applications would be on our February Agenda for the Board of Adjustments if the Special Use was approved.

Mayor Baker asked that the applicant come forward and present their application.

Bobby Funk, Development Director for Mills Construction, came forward and was sworn in by Town Clerk Lauren Evans.

Mr. Funk thanked the Board. He stated that Mills Construction was a construction, development, and management company based in Raleigh, NC. They focus on multifamily housing throughout NC. Mr. Funk had a presentation for the Board.

***The prepared presentation and handouts to the Board are part of these minutes as an attachment.***

Mr. Funk stated that the presentation was for their proposed special use permit for the property on Maynard Lake Road. As Town Planner Dylan Eure stated, the proposal was for a 64-unit housing. He provided the Board with paper copies of the slides in case they were old-fashioned like him. The request was to modify the existing special use permit to go to the building design they were proposing. The unit was going from 48 to 64, and the overall building design changed slightly from the initial proposal submitted last year. They did feel that it met all the standards of the zoning ordinance and the standards for a special use permit with compatibility from land uses, adequate utilities for infrastructure, consistency with the Land Use Plan, desirable for the public welfare, would not impair or impede the integrity of the surrounding properties and had adequate measure taken to plan for ingress and egress and deal with any traffic imposed by this development on the road systems around it.

Mr. Funk showed the Board a map of the area in the presentation.

Mr. Funk stated the portion of the corner across from CITCO would remain undeveloped with about a 5.5 acre portion developed off of Maynard Lake Road. Multifamily was a special use in R-6. The site was relatively flat but did have a slight bump where the existing power line ran across the entrance of the property. The remainder of the property was relatively flat. There was a sewer line that ran across the western side of the property, and the developers were proposing the entrance be further up Maynard Lake Road. They had sent their plans to NCDOT and asked them to review their entrance plan and to confirm there was sufficient capacity and that the

## **MINUTES CONTINUED FROM FEBRUARY 6, 2025**

designs being proposed were sufficient, and NCDOT did affirm this. They had not applied for any driveway permits, but once they got to that process, they would be moving through that process with a district engineer and NCDOT. The overall plan was 64 units with two and three-story units. The two-story buildings were laid out in close conjunction with surrounding neighbors that were single-family to be sensitive to the change in scale. As you get into the property, the mixed-bedroom use included one, two, and three-bedroom units, and the on-site community center with a leasing office, computer lab, and reading space. There would be onsite playgrounds. Throughout the property, there would be ADA accessible sidewalks, picnic tables, gazebos, and other amenities for the tenants. There would be onsite property management and property maintenance. United Property Management was owned by the same company as their development company. Everything they built, they also managed in-house. As he went through the development plan, he showed a 20 ft type 2 buffer around the sides and rear of the property and a type C buffer along the front of the property. They built as much additional setbacks against the neighbors as they could so they would have a good transition. Their building designs were a little bit different than the designs proposed a year ago. One feature they were very architecturally proud of was that there were not any breezeways in their properties. The entrances were all in the front, and there were not any backdoors to any of their apartments, which would be quieter and have less traffic on the back of the properties. They felt that was a benefit to the neighboring communities. They were making a strong effort to keep the vegetation area an undeveloped area on the north side of the property where there were additional single-family houses up north. They would have shade trees and full landscaping throughout the property to make it well-kept. If they were successful in the special use process, they would be seeking a variance to the two items, to align the parking standards and to request an 8in adjustment to the height to keep the architectural design that they believed to be well suited to the buildings and would also address some of the Energy Star components they built into the buildings. They had a lighting plan they were proposing, interior lighting, to ensure that the spillage outside of the property would not go out onto the neighboring properties.

Mr. Funk showed the Town Board pictures of property built by this company in NC. The Buildings were a mix of brick and vinyl siding. There were exterior storage units for all units on the ground level. He showed examples of the picnic facilities and landscaping they had onsite. He felt his company built a very nice product and managed their own product. He included in the handouts provided to the Town Board a list of all properties they had built over the last 30 years with addresses. He stated concerning the Land Use Plan, this area undering the housing component, did encourage higher density housing located within the district, especially along 421. They did feel this project was an appropriate use of the Future Land Use Plan. He also believed there was a significant housing need for Harnett County. There was an estimate of about 5,400 renters who spent more than 30% of their household income on housing and 2,500 renters spent more than 50% of housing hold income on housing. There was a significant need for high-quality housing, and they would love the opportunity to bring it to the community. They have had communication with NCDOT staff about their entrance plans; they had reviewed the plans and were told there was sufficient capacity and their designs should be fine.

Mr. Funk showed the Board a chart with the peak hours for traffic in the area. He stated he was happy to answer any questions the Board may have.

## **MINUTES CONTINUED FROM FEBRUARY 6, 2025**

Commissioner Blackman stated that while looking at the plan, he verified that everyone was coming off of Maynard Lake Road. He was mainly looking for emergency ingress and egress. If they went back and reduced their number of spaces, He did not think they could have two entrances and exits. He stated that if the variances were approved, he would like to see another site plan addressing the emergency ingress and egress.

Mr. Funk stated that as they worked through the permitting process, they would certainly be resubmitting the site plans, but they planned to keep the circular turn-through, which they found to be the most appropriate use. They had built developments in the past that had a “T” intersection, which was awkward for fire safety folks to go through. They were very cognitive of the situation.

Commissioner Byrd stated that Mr. Funk “thought” that their ingress and egress was okay, but was there any documentation from NCDOT that says he would not have to put a turning lane or anything like that?

Mr. Funk stated he did not have any official documentation. His statement was just from submittals to Mr. Salazar, the district civil engineer with NCDOT, which was confirmed through a phone call. Mr. Funk was happy to request an email and share it with the Board.

Commissioner Byrd stated he wanted to see something in writing from NCDOT that this was acceptable. His other concern was going from 48 units to 64 units, he questioned the parking. If the three-bedroom units had a couple in the working stages, they have two cars.

Mr. Funk stated he understood Commissioner Byrd’s concern, but they had built multiple apartments with these exact ratios, and they have always found sufficient parking availability throughout the properties. He was happy to provide counts of properties with those ratios.

Commissioner McKoy stated one of his concerns was the High School down the street, and he agreed with his fellow commissioner about his concerns with ingress and egress and the Town Board needed something in writing from NCDOT. He learned that if it was not on paper, then it did not happen.

Mr. Funk stated that in regard to the properly engineered site plans, they will get permits from NCDOT. He believed them when they said the plan was okay, but when you get down to the end, and it was time for the permit, it would be a different matter. Officially, these plans had not been filed for permits yet. They may come back eventually and say a turning lane is required, and if that was the case, they would have to provide that access.

Commissioner Blackmon stated that a lot of the details for the outside of the property were out of the Town Board’s control. He was more concerned with the inside of the development.

Mayor Baker asked if anyone was present to speak in favor of the request.

No one came forward.

Mayor Baker asked if anyone was present to speak in opposition to the request.

No one came forward.

## MINUTES CONTINUED FROM FEBRUARY 6, 2025

Teresa McKoy Barnes of 1963 Bunnlevel Erwin Road came forward to ask questions on behalf of her mother, Diane Arch of 109 Maynard Lake Road. She asked as far as the layout, what would security look like? Would there be cameras? She also wanted to know what the income process would be for the applicants to apply. She asked for the addresses of the other properties in NC.

Mayor Baker informed Ms. Barnes that due to this being a Special Use Application, there were questions Mr. Funk did not have to answer, but he had heard the questions and would provide any information he wished to provide.

Mayor Baker asked if anyone else was present to ask a question.

No one came forward.

Mr. Funk returned to the podium to respond. He stated all of their properties had significant camera presence with recordings throughout the day. They had onsite management and property maintenance, but they did not have hired security staff. Management and maintenance folks would be available to handle any issues. They believed their properties were very well maintained with significant security. Regarding the income restrictions, if this development was developed, it would be developed through the North Carolina Housing Finance Agency with a mix of units available at price ranges for families earning between 40-60% of the area's median income. It would be based on household size, and he would be happy to provide Ms. Barnes with that information. He did not have the figures with him at the meeting. They would also run a credit check, job history, and background check to ensure the applicants would be good tenants. As for the other properties, the closest were two in Lillington.

Ms. Barnes asked if, regarding the income, the applicants would use vouchers from DSS.

Mr. Funk stated that they did not discriminate based on the source of income.

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

Commissioner Blackmon made a motion in the affirmative, seconded by Commissioner Byrd, and unanimously approved by the Board that the requested use is listed among the special uses in the district for which the application is made. Reasoning that multi-family developments require a special use within the R-6 district.

Commissioner Blackmon made a motion in the affirmative, seconded by Commissioner Byrd, and unanimously approved by the Board that the requested use is essential or desirable to the public convenience or welfare. Reasoning that approving would increase the amount of affordable housing units in Erwin's jurisdiction while diversifying housing styles.

Commissioner Blackmon made a motion in the affirmative, seconded by Commissioner Byrd, and unanimously approved by the Board that the requested use will not impair the integrity or character of the surrounding or adjoining districts, nor be detrimental to the health, morals, or welfare. Reasoning is that this tract of land is surrounded by primarily residential land uses and has been approved in the past.

Commissioner Byrd made a motion in the affirmative, seconded by Commissioner Blackmon, and unanimously approved by the Board that the requested use will be in conformity with the Land Development Plan. Reasoning that according to Erwin's 2023 Land Use Plan this portion of land is promoted for multi-family developments.

## **MINUTES CONTINUED FROM FEBRUARY 6, 2025**

Commissioner Byrd made a motion in the affirmative, seconded by Commissioner Nelson, and unanimously approved by the Board that adequate utilities, access roads, drainage, sanitation and/or other necessary facilities have been or are being provided. Reasoning that the site includes storm water drainage allocation. Along with Harnett Regional Water having both sewer and water accessible for the development.

Commissioner Nelson made a motion in the affirmative, seconded by Commissioner Byrd, and unanimously approved by the Board that adequate measures have been or will be taken to provide ingress and egress so designed to minimize traffic congestion in the public streets. Reasoning that the applicant would need to obtain a North Carolina Department of Transportation (NCDOT) drive-way permit.

Commissioner McKoy made a motion in the affirmative, seconded by Commissioner Byrd, and unanimously approved by the Board that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except such regulations may, in each instance, be modified by the Board of Commissioners. Reasoning that all Erwin Code of Ordinances have been met besides parking and height, which will require a variance through the Erwin Board of Adjustment in order to be approved.

Commissioner Blackmon made a motion seconded by Commissioner Nelson and unanimously approved by the Board that the proposed special use meets all the Findings of Facts in the Affirmative.

Commissioner Byrd made a motion seconded by Commissioner Nelson, and unanimously approved by the Board that according to Erwin's 2023 Land Use Plan and the Code of Ordinances the proposed multi-family dwelling located off Maynard Lake Rd. by its Tax Pin 0597-77-7438 is desirable and has met all of the requirements for the special use to be granted, including landscaping, and setbacks. Therefore, it is recommended to be **Approved**.

## **PUBLIC COMMENT**

No one was present to speak for Public Comment.

## **MANAGER'S REPORT**

Town Manager Snow Bowden provided the Board with a detailed report at their seats. He stated that if they had any questions, they should give him a call.

*The Manager's Report is part of these minutes as an attachment.*

## **ATTORNEY'S REPORT**

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

**MINUTES CONTINUED FROM FEBRUARY 6, 2025**

**ADJOURNMENT**

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

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

**ATTEST:**

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**Randy Baker**  
**Mayor**

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**Lauren Evans, NCCMC**  
**Town Clerk**





# ERWIN

## CREATING OUTDOOR RECREATION ECONOMIES

STRATEGIC PLAN

2024-2029



Dunn-Erwin Rail-Trail



Registered  
No-10001-PH





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# Acknowledgments

The Creating Outdoor Recreation Economies (CORE) program is made possible by a U.S. Economic Development Administration State Tourism Grant, which awarded \$6 Million to the State of North Carolina’s Supporting and Strengthening Resiliency in North Carolina’s Travel, Tourism, and Outdoor Recreation Sectors Initiative. As a component of this Initiative, the North Carolina Department of Commerce’s Rural Economic Development Division (REDD) developed the CORE program. The CORE program offers strategic planning and technical assistance to help rural communities leverage North Carolina’s abundant outdoor recreation assets to bolster local economic vitality.

The REDD announced the technical assistance program offering Outdoor Recreation Economy Strategic Planning and Asset Development services in late 2022. Communities from across the state applied to engage with strategic planning services and 34 local governments were accepted to participate. Main Street & Rural Planning (MS&RP) staff, who is responsible for facilitating strategic economic development planning and implementation services, worked with local government staff to communicate the goals of the program, identify local opportunities, and assemble a planning work group.



**NC DEPARTMENT  
of COMMERCE**  
RURAL ECONOMIC  
DEVELOPMENT



FRONT PORCH FRIENDS

**This plan was prepared by the North Carolina Department of Commerce, Rural Planning Program, using Federal funds under award 04-79-07689 from the Economic Development Administration, U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Economic Development Administration or the U.S. Department of Commerce.**

### **Erwin Board of Commissioners**

Randy L. Baker, *Mayor*  
Ricky Blackmon, *Mayor Pro Tem*  
Charles L. Byrd  
Alvester L. McKoy  
Timothy D. Marbell  
David L. Nelson  
Billy Turnage  
Snow Bowden, *Town Manager*

### **Erwin Outdoor Recreation Economy Planning Committee**

Randy Baker, *Mayor, Town of Erwin*  
Snow Bowden, *Town Manager, Erwin*  
Carl Davis, *Director, Harnett County Recreation*  
Dylan Eure, *Planner, Town of Erwin*  
Lauren Evans, *Town Clerk, Town of Erwin*  
Justin Hembree, *Executive Director, Mid-Carolina Regional Council*  
Wesley Johnson, *Erwin Mill Representative/ Tourism Board Member*  
Jay Sikes, *Assistant Director, Harnett County Development Services/Planning Services*  
Angie Stewart, *Economic Developer, Harnett County*  
Frank Toth, *President, Erwin Chamber of Commerce*  
Don Wilson, *Athletic Director, Town of Erwin*  
Samantha Wullenwaber, *Deputy Executive Director, Mid-Carolina Regional Council*

### **N.C. Department of Commerce, Rural Economic Development Division Staff:**

Michael Dougherty, *Downtown Development Specialist*  
Glen Locascio, *GIS Specialist*  
David McRae, *Appalachian Regional Commission Assistant Program Manager*  
Bruce Naegelen, *Community Economic Development, North Central Region*  
Karen C. Smith, *AICP, NC Main Street & Rural Planning Center, Rural Planning Program Manager*

### **Plan Adoption**

Erwin Board of Commissioners – \_\_\_\_\_, 2024

## Executive Summary

Through CORE, the Town of Erwin collaborated with N.C. Department of Commerce, Rural Economic Development Division staff members and local stakeholders through a strategic planning process to identify and develop outdoor recreation assets that present economic growth opportunities. Strategy development focused on leveraging outdoor recreation assets to increase tourism, encourage small business development, enhance quality of life for residents, plan for outdoor recreation asset and infrastructure development, and position communities to grow and attract outdoor gear manufacturing industries. The planning process was tailored to meet the specific needs, goals, and opportunities that local stakeholders identified.

The plan proposes strategies, goals, objectives, and actions that communities can take to increase economic vitality by leveraging outdoor recreation. For the purposes of this strategic planning program outdoor recreation is defined as all recreational activities undertaken for leisure that occur outdoors with an emphasis on those activities that involve some level of intentional physical exertion and occur in nature-based environments. Furthermore, other community assets and economic institutions that benefit from or complement the outdoor recreation economy are addressed in the plan.

The plan provides a total of 27 recommended strategies under 5 priority areas, or goals. These goals, identified by the local work group, include:

### **Strategy 1: Getting Back to the Simple Life**

### **Strategy 2: Activating the Cape Fear and Black Rivers**

### **Strategy 3: Accessing Trails for Health, Wealth, and Fun**

### **Strategy 4: Active Downtown**

These recommendations will serve as guideposts for Erwin as it considers future development efforts and will work in collaboration with other planning efforts undertaken by the county, municipalities, and related jurisdictions.

## Background

There is a long tradition of outdoor recreation in North Carolina. From the mountains to the coast and everywhere in between there are incredible landscapes and unique places to pursue a wide variety of outdoor recreation activities. Participation in these activities generates a large economic impact. In recent years statistics show that participation in outdoor recreation is increasing, particularly in the wake of COVID-19. Continued growth in participation leads to the opportunity for the increased economic impact of outdoor recreation, particularly in rural locations where many of the state's outdoor recreation assets are located. Also, there is great potential to expose and engage people that have historically not participated in outdoor recreation activities at the same rate as others. It is important for all individuals to have the opportunity and access to enjoy recreational pursuits, and to have an opportunity to benefit economically from outdoor recreation. These factors, combined with other on-going outdoor recreation initiatives across the state, make it an ideal time to think critically about how this sector can continue to be leveraged to benefit local economies.

### Economic Impact

Outdoor recreation activity and associated expenditures generate a large economic impact. This is a broad economic sector that comprises a diverse range of industries including manufacturing, retail, arts, entertainment, and recreation, as well as many supporting activities such as construction, travel and tourism, accommodation, and food service and many more.

According to the U.S. Department of Commerce Bureau of Economic Analysis' Outdoor Recreation Satellite Account, nationwide, in 2022, the outdoor recreation economy represented \$563.7 billion in current-dollar gross domestic product (GDP), or 2.2 percent of the United States' total GDP. The outdoor recreation sector of the economy is growing at a faster rate than the overall economy. "Inflation-adjusted ("real") GDP for the outdoor recreation economy increased 4.8 percent in 2022, compared with a 1.9 percent increase for the overall U.S. economy, reflecting a deceleration from the increase in outdoor recreation of 22.7 percent in 2021. Real gross output for the outdoor recreation economy increased 7.5 percent, while outdoor recreation compensation increased 9.1 percent, and employment increased 7.4 percent (national table 9)." Employment in the outdoor recreation industry increased in all 50 states during 2022.

At the state level, outdoor recreation contributed \$14.5 billion in total value-added economic impact to North Carolina's GDP. North Carolina ranked as the 11<sup>th</sup> highest state in "Value-Added Outdoor Recreation in Total outdoor recreation activities" in 2022. This included

employment for over 146,000 individuals that resulted in over \$6.8 billion in total compensation. Employment in key industries within the outdoor recreation sector includes over 7,600 in manufacturing, 51,000 in retail, 27,000 in accommodation and food service, and over 29,000 in arts, entertainment, and recreation.<sup>1</sup>

## Outdoor Recreation Participation

According to the 2022 Outdoor Industry Association ‘Outdoor Participation Trends Report’, “outdoor participation continues to grow at record levels. More than half (54%) of Americans ages 6 and over participated in at least one outdoor activity in 2021, and the outdoor recreation participant base grew 2.2% in 2021 to 164.2M participants. This growing number of outdoor participants, however, did not fundamentally alter long-term declines in high frequency or ‘core’ outdoor participation.”<sup>2</sup>

Studies show that approximately 56% of North Carolinians participate in some form of outdoor recreation each year<sup>3</sup>. This includes more than 22.8 million visitors to North Carolina state parks in 2021 — three million more than any other year on record. Many parks, national forests, and other public recreation areas report increased visitation as well. These numbers represent a solid base of individuals participating in outdoor recreation and contributing to associated economic activity. But there is still room to engage more individuals and continue to increase participation in outdoor recreation, particularly among populations that have not historically participated in outdoor recreation at levels comparable to others. Also, people increasingly want outdoor recreation opportunities that are convenient to where they live so they can participate on a regular basis without the need to travel long distances.<sup>4 5</sup>

## Setting

The Town of Erwin is near the southeast corner of Harnett County. The Town was established in the Sandhills of North Carolina in 1855. The town’s history stretches back to colonial times through its connections to the nearby colonial settlement of Averagesboro. Timber rafters would travel along the Cape Fear River and stop for the night in the area.<sup>6</sup> In 1902, the Duke family built the Erwin Cotton Mill, and the new town was named "Duke" after the founding

<sup>1</sup> U.S. Department of Commerce, Bureau of Economic Analysis. Outdoor Recreation Satellite Account, U.S. and States, 2022. <https://www.bea.gov/data/special-topics/outdoor-recreation>

<sup>2</sup> Outdoor Industry Association. 2022 Outdoor Participation Trends Report. <https://outdoorindustry.org/resource/2022-outdoor-participation-trends-report/>

<sup>3</sup> The Citizen-Times. North Carolina outdoor recreation is a \$28 billion industry, poised for further growth. October 11th, 2019. <https://www.citizen-times.com/story/news/2019/10/11/outdoor-economy-conference-asheville-highlights-28-billion-industry/3923846002/>

<sup>4</sup> Headwaters Economics. Recreation Counties Attracting New Residents and Higher Incomes. <https://headwaterseconomics.org/economic-development/trends-performance/recreation-counties-attract/>

<sup>5</sup> Outdoor Foundation. 2022 Outdoor Participation Trends Report. <https://outdoorindustry.org/wp-content/uploads/2023/03/2022-Outdoor-Participation-Trends-Report.pdf>

<sup>6</sup> *Town of Erwin Land Use Plan 2023, Community Assessment: Introduction, History*

shareholders. In 1925, the name was changed to "Erwin" because of the founding of Duke University in Durham. The mill was the engine that powered Erwin until its closing in 2000. Even today, Erwin is still referred to as the "Denim Capital of the World" for the vast quantities of raw denim the mill produced for well over half a century.<sup>7</sup> Downtown Erwin is listed on the National Register of Historic Places, and the Erwin Commercial Historic District remains intact and includes eleven contributing commercial buildings that are representative of the design, setting, materials, workmanship, feeling and historic character of the downtown.<sup>8</sup>

Erwin has a total area of 4.23 square miles of which less than 1% is water. The Cape Fear River forms part of the Town's western boundary. Erwin has a certified population of 4,631 as of July 1, 2022. Located just four miles west of Interstate 95, Erwin is bisected by three major routes: NC 55, US 421, and NC 217.

The fastest growth is currently in the northern part of Harnett County. The southwest part of the County is seeing increased residential growth, and even commercial demand in key areas due to growth streaming out of the Fayetteville-Cumberland market.<sup>9</sup>

The eastern portion of the County near Dunn and Erwin is also seeing demand but has not seen growth yet like the other parts of the County. However, growth is likely not far off and will be coming in at increased levels. Recent announcements along I-95 including a 500K square foot speculative industrial building in Benson and the growth continuing to stream out of Johnston County are putting pressure on the eastern Harnett municipalities.<sup>10</sup>

### **Economic Impact – Visitor Spending Harnett County**

Harnett County ranked 47<sup>th</sup> (\$118M) statewide, but 5<sup>th</sup> in the region (\$118M) for Visitor Spending<sup>11</sup> in 2022. That's behind Moore (\$759M), Cumberland (\$667M), Johnston (\$285M) counties and ahead of Lee (\$96M), Chatham (\$76M) and Sampson (\$63M).

The breakdown includes Lodging: \$21.41M (*includes 2<sup>nd</sup> home spending*); Food & Beverage: \$40.74M; Recreation: \$16.25M; Retail: \$9.04M; and Transport: \$31.19M (*includes ground and*

<sup>7</sup> Discover Erwin, [www.erwin-nc.org/discover-erwin](http://www.erwin-nc.org/discover-erwin)

<sup>8</sup> Town of Erwin Land Use Plan 2023, Community Assessment: Introduction, History

<sup>9</sup> Harnett County Economic Development Office, June 2022

<sup>10</sup> Harnett County Economic Development Office, June 2022

<sup>11</sup> VisitNC Data 2022 <https://partners.visitnc.com/>



*air transportation*). Airbnb shared a breakdown of total Host income in rural NC counties, and in Harnett County the approximate income was \$1,051,000.<sup>12</sup>

## Demographics – Erwin

The population in Erwin is estimated to have changed from 4,542 to 4,631 resulting in a 1.95% growth rate between 2020 and 2023. By 2028, Erwin’s population is projected to grow by 1.96%.<sup>13</sup> *Within the 3-mile Primary Trade Area (PTA) of Erwin Town Hall, the population is estimated to have changed from 8,751 to 8,870, resulting in a growth of 1.4% between 2020 and 2023. Over the next five years, the population is projected to grow by 1.9%.<sup>14</sup>*

15

Erwin’s median age in 2023 was 43.7. In 2028, the median age is expected to be 44. *The median age is a little younger in the 3-mile PTA, at 41.5. Five years from now the median age is projected to be 42.*

Of Erwin’s 2023 estimated population, 63% are White Alone, 17.7% are Black or African American, 14.4% are Hispanic or Latino, 1.2% are American Indian, 0.3% are Asian Alone. *Of the 3-mile PTA’s estimated population, 63.7% are White Alone, 20.4% are Black or African American, 13.6% are Hispanic or Latino, 1.8% are American Indian, 0.5% are Asian Alone.*

In Erwin, it’s estimated that 3.8% of the population aged 25+ have earned a graduate or professional degree, 8.5% have earned a bachelor’s degree, 20.1% have some college, but no degree. 42.8% have a high school diploma or equivalent. *Currently, it’s estimated that 3.1% of the population aged 25+ in the 3-mile PTA have earned a graduate or professional degree, 9% have earned a bachelor’s degree, 21.5% have some college, but no degree. 39.4% have a high school diploma or equivalent.*

Median household income in Erwin in 2023 was \$47,887 and projected to increase to \$54,584 by 2028. Average household income was estimated to be \$62,278 in 2023 and is projected to increase to \$73,120 in 2028. Per capita income was \$25,129 in 2023 and projected to increase to \$29,564 in 2028. Median disposable income for 2023 was \$39,550 and Average disposable

<sup>12</sup> According to internal Airbnb data for the time period of January 1, 2022 – December 31, 2022 within NC rural counties as defined by the NC Rural Center.

<sup>13</sup> Esri Community Profile - Forecasts for 2023 and 2028 US Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography

<sup>14</sup> Claritas Pop-Facts® Premier 2023 (Italics)

<sup>15</sup> Esri forecasts for 2023 and 2028. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography November 2023

income was \$49,496. *The average household income in the 3-mile PTA is estimated to be \$60,819.8 for 2023 and is projected to increase to \$70,340.6 in 2028. The median household income is \$45,508.*

Employment status for the civilian population age 16 and over is 43.4% white collar, 17.9% services, and 38.8% blue collar, with an April 2024 unemployment rate of 3.7%.<sup>16</sup>

Retail Snapshot<sup>17</sup> shows a Total Retail Gap of \$4,636,699 within 1-mile and \$3,132,474 within 3-miles from downtown Erwin. The retail gap shows potential category opportunities in Electronics Stores, Pharmacies and Drug Stores, Family Clothing Stores, and Drinking Places. The complete Retail Analysis can be found in the Appendix.

## Existing Plans Review

To complement and build upon subsequent community planning efforts, staff assembled and reviewed other relevant plans and documents. This review provides valuable insight and helps avoid duplication or contradictions of past planning proposals. The following documents were reviewed and considered during the CORE planning process.

### Town of Erwin Land Use Plan 2023

Two of the four goals and several recommendations in the 2023 Town of Erwin Land Use Plan relate to Outdoor Recreation. **Goal 3-Transportation, Infrastructure, and Services:** Enhance existing infrastructure and services while providing safe and efficient multi-modal transportation. *TIS 1: Prioritize Pedestrian Movements*<sup>18</sup> recommends annual budgeting for sidewalk repairs, connections, and crossing improvements (1.2) and to apply for a NCDOT Bicycle & Pedestrian Planning Grant (1.3). *TIS 2: Maintain and Enhance the Dunn-Erwin Trail – “Maintaining the trail and improving access points, furnishings, and encouraging usage is a priority for the Town.”* Recommendation 2.1: *Inventory facilities along the trail and develop a formal maintenance plan in cooperation with the trail Committee and Erwin Public Works* and 2.2: *Consider trail updates that may include benches, additional parking and access points, lighting at key locations, safety call boxes, signage, art installations and/or landscaping.* **Goal 4 - Parks and Natural Resources:** Provide equitable access to parks and natural areas while continuing to increase opportunities to access the Cape Fear River and the Dunn-Erwin Trail. PNR 3 recommends *Coordinating with Harnett County on improving recreational access in under-served areas of the ETJ, Development of a future nature park on the Black River and providing additional access points along the Cape Fear River.*

<sup>16</sup> U.S Bureau of Labor Statistics, Current Population Survey, not seasonally adjusted

<sup>17</sup> Claritas, LLC 2023 – Retail Market Power®2023 Estimates and 2028 Projections. Environics Analytics |U.S. Census Bureau |U.S. Bureau of Labor Statistics |Data Axle | 1,3-mile center from 100 W. F Street, Erwin NC 28339

<sup>18</sup> Town of Erwin Land Use Plan, Transportation, Infrastructure, and Services, Goal 3, TIS 1 & 2, page 56

While not directly related to Outdoor Recreation itself, these are some of the adjacent actions/recommendations in the Erwin Land Use Plan that help create the *economy* of Outdoor Recreation in a community. **Goal 2-Economic Development:** Promote the Town of Erwin to attract businesses and investment that increases the tax base and creates local jobs. Specifically, **ED 1:** Encourage the redevelopment of the Mill Property<sup>19</sup>, and **ED 3:** Continue to work with the Harnett County Economic Development Commission and areas Chambers of Commerce to market sites with the town for Economic Development. **ED 4:** Evaluate ways to increase investment downtown, and **ED 5:** Implement the Community Economic Recovery & Resiliency Initiative (CERRI) Implementation Plan. And **Goal 4-Parks and natural resources PNR 2:** Create formalized public space downtown for events<sup>20</sup>.

### **2023 Brand & Image Position -Dunn & Harnett County (Survey)**

This survey was designed to measure the individual brand and image of Harnett County, key attributes/perceptions, including strengths and weaknesses, and to profile visitors and travel behavior. The online survey was conducted with approximately 400 demographically representative respondents between June 16-June 29, 2023. Relevant highlights include: 60% prefer curated itineraries and travel off the beaten path; The average visitor stays 2.7 nights (*schedule/participate in activities for 2–3-night stays*) and 27% of trips include children. (*babysitters for weekend getaways for millennials*). Market to in-state visitors; Harnett County is a place to be inspired with beautiful scenery and active outdoor recreation; friendly & relaxed; Compared to nearby areas, Harnett is a top attribute performer for being relaxed, adventurous and vibrant. Although 41% of trips of those surveyed are leisure trips, leisure travelers tend to stay slightly longer in the destination and stay at paid accommodations. Visitors to Harnett County are more likely to have children, tend to skew younger (43% are millennials), are employed full-time, and are more diverse than the control group of travelers<sup>21</sup>

### **Southeastern Economic Development Commission (SEDC) – Economic Development District (EDD) Comprehensive Economic Development Strategy 2022-2027 (CEDS)**

Erwin is located within the Southeastern Economic Development District (EDD). The SEDC Comprehensive Economic Development Strategy (CEDS) identified two of six goals in the Action Plan as related to Outdoor Recreation. Goal 2, “Build on competitive advantages while supporting a resilient business environment,” and Goal 4, “*Support of our diverse communities.*” Recommendations include, in Goal 2, promote the region’s natural heritage and cultural resources; Goal 4 revitalize downtowns across the area with several related recommendations.

<sup>19</sup> Town of Erwin Land Use Plan, Parks & Natural Resources, Goal 4, ED 1, 1.2, page 54

<sup>20</sup> Town of Erwin Land Use Plan, Parks & Natural Resources, Goal 4: PNR 2 & 3, page 60

<sup>21</sup> 2023 Brand & Imaging Position – Dunn & Harnett County, SmartInsights, page 19

## Erwin Community Economic Recovery & Resiliency Initiative (CERRI) 2022-2027

This report, developed by the NC Main Street & Rural Planning Program in NC Department of Commerce is intended to offer guidance to county and local leaders in Erwin on expanding and improving support structures for local small business owners and boosting the local economy in the wake of the COVID-19 pandemic. This document is meant to complement and build on other local planning efforts. Several recommendations are relevant to CORE planning: **2.2:** Encourage Redevelopment of the Erwin Mill Property, **2.3:** Research & Apply for Bicycle/Pedestrian Planning Grants<sup>22</sup> [Note: The Town of Erwin has been awarded a multimodal grant from NCDOT for an Accelerated Bicycle/Pedestrian Plan. It is anticipated the Town Board in November/December 2024 will approve a contract with Stantec Group.] **2.4:** Update Existing Wayfinding Signage System; **2.5:** Expand Sidewalk Connectivity Between Residential, Commercial Districts, and Recreational Areas.

## East Coast Greenway State Trail Plan: 2022-2027

The East Coast Greenway in Erwin is about 0.7 miles from NC 217 crossing the Cape Fear River merging with the Cape Fear Run Bike Path, Rail Trail Connector and Dunn-Erwin Rail Trail through downtown Erwin and connecting with Dunn. It would also connect with the proposed Erwin to Coats Trail.

## Harnett County Bicycle, Pedestrian & Greenway Plan 2021

Harnett County completed a Bicycle and Pedestrian Plan in 2021 setting the stage for implementation of a County-wide multi-use trail system. The trails will link parks, schools, municipalities, cultural points of interest, and residential areas with Harnett County. Further, the plan is designed to connect to surrounding counties. Existing Resources & Existing Plans Map<sup>23</sup> shows the convergence of current and future trails in Erwin; a Priority Project is the Coats to Dunn-Erwin Rail Trail, a 3-lane road and Sidepaths<sup>24</sup> which could have positive economic impacts in Erwin, but is in Harnett County; Infrastructure recommendations are made for the East Coast Greenway,<sup>25</sup> NC Bike Route 5 (Cape Fear Run)<sup>26</sup> Cape Fear River Trail,<sup>27</sup> Cape Fear River Bridges (Erwin),<sup>28</sup> all of which impact Erwin. The Long-term Vision map<sup>29</sup> shows all existing and proposed trails, bike routes, and shared use path types, which cluster in Erwin.

<sup>22</sup> Erwin Community Economic Recovery & Resiliency Initiative, Implementation Plan, Strategy 2: Improve Quality of Life for All Residents of Erwin, Action 2.3, page 3

<sup>23</sup> Harnett County Bicycle, Pedestrian & Greenway Plan 2021; Existing Resources, Chapter 1: Introduction, Page 6

<sup>24</sup> Harnett County Bicycle, Pedestrian & Greenway Plan 2021; Priority Project Checklist, Chapter 3: Recommendations, page 44 & Proposed Trail Cross-sections, page 58, Phasing: Short Term Action Steps (infrastructure); Chapter 4: Implementation, page 76

<sup>25</sup> Ibid, Long-Term Vision (infrastructure), Page 86

<sup>26</sup> Ibid, Long-Term Vision (infrastructure), Page 86

<sup>27</sup> Ibid, Long-Term Vision (infrastructure), Page 86

<sup>28</sup> Ibid, Long-Term Vision (infrastructure), Page 87

<sup>29</sup> Ibid, Long-Term Vision Map, page 89

## Planning Process

Under the REDD, MS&RP Center staff facilitates the CORE strategic planning process with participation from the local government and an established local work group. This work group is comprised of individuals who have a vested interest in leveraging outdoor recreation to enhance economic development. The planning process employs established planning methods, including presenting economic and associated data, asset mapping, economic driver identification, SWOT analysis, stakeholder interviews, business questionnaires, local work group discussions, and more. The planning process was tailored to meet the specific needs, goals, and opportunities that local stakeholders identified.

### Situational Analysis

REDD Staff met with Town Manager Snow Bowden following receipt of an initial application for participation in the *Creating Outdoor Recreation Economies (CORE)* on November 14, 2022. A Memorandum Of Understanding (MOU) and Resolution for the Erwin CORE Strategic Plan was developed by REDD staff and adopted by the Erwin Board of Commissioners at their meeting on August 28, 2023. REDD staff was given a tour of the Town's outdoor recreation assets in September 2023.

### Local Work Group Establishment and Involvement

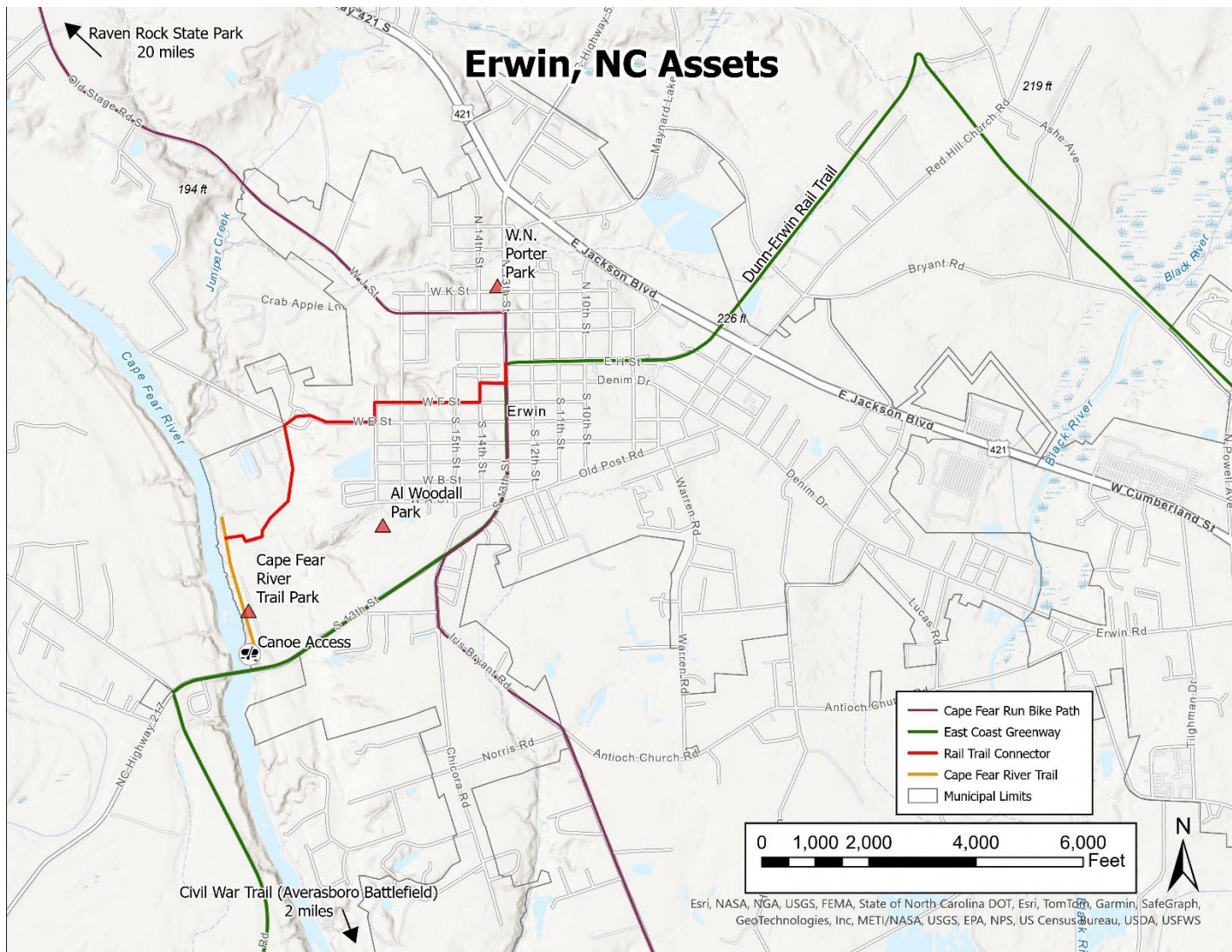
Community members with an interest in Outdoor Recreation were asked to participate in the local work group. Beginning October 2023, the Rural Planning team met with the local work group for a series of **six** sessions to gather and share information and ideas. The local work group was comprised of business owners, residents, and staff from: Erwin Parks & Recreation, Harnett Parks & Recreation, Harnett County Economic Development, Mid-Carolina Council of Governments, Erwin's Mayor, Town Manager, Town Planner, and Town Clerk. Other participants included a Harnett County Tourism Board member, and Director of the Triangle Trails Initiative. During these sessions the work group reviewed data collected by REDD staff, completed a Work Group survey, SWOT analysis, economic positioning statement and established goals and strategies for the Implementation Plan.

The local work group will be encouraged to remain as a unit to assist the Town to implement the strategic plan. **The Town of Erwin Board of Commissioners is encouraged to adopt the work group as a standing or ad hoc committee of the Town of Erwin.**

### Asset Mapping



The Erwin Outdoor Recreation Asset map (*next page*) highlights publicly controlled properties in Erwin at the Federal, State, and local levels, as well as major trails and waterways.



## Public Engagement

An online survey was used to receive input from our CORE Work Group, town commissioners and others, as well as **five** 2-hour meetings to gather and discuss information, develop the economic positioning statement, strategies, and the Implementation Plan. Results from the online stakeholder survey are included in the Appendix.

## Economic Positioning Statement

A community economic positioning/vision statement provides a forward-looking strategic framework to help guide local government and the community make disciplined, tactical, and incremental decisions on community issues as they arise. The local work group was led through an exercise to develop an Outdoor Recreation Economic Positioning Statement for the Town of Erwin.

The CORE work group met several times to develop the proposed economic positioning statement, first by creating individual statements, identifying key words, phrases, and developing a draft statement. A final statement was crafted by the group and the Town of Erwin Board of Commissioners **adopted the statement on January 8, 2024. This is the adopted statement:**

Erwin is the destination for those seeking to get back to the simple life where they can enjoy recreating on the Cape Fear and Black Rivers, and where all trails converge leading to historic Downtown.

### Plan Review and Adoption

The Erwin CORE Strategic & Implementation Plan was reviewed by members of the CORE Local Work Group on \_\_\_\_\_. They recommended to the Erwin Board of Commissioners that the plan be considered for adoption. The Erwin Board of Commissioners received the report and presentation by REDD staff during their regular meeting on [INSERT DATE] [The plan was adopted] by the Board of Commissioners during their regular meeting on [Month, 2024].

## Erwin CORE Implementation Plan

### Outdoor Recreation Economic Positioning Vision

*Erwin is the destination for those seeking to get back to the simple life. Where they can enjoy recreating on the Cape Fear and Black Rivers, and where all trails converge leading to historic Downtown.*

**Strategy 1: Getting Back to the Simple Life**

**Strategy 2: Activating the Cape Fear and Black Rivers**

**Strategy 3: Accessing Trails for Health, Wealth, and Fun**

**Strategy 4: Active Downtown**

**CORE ERWIN Implementation Plan – FY24-29 DRAFT 10-23-24**

**Economic Positioning Statement/Vision:** Erwin is the destination for those seeking to get back to the simple life. Where they can enjoy recreating on the Cape Fear and Black Rivers, and where all trails converge leading to historic Downtown. (proposed)

<p align="center"><b>STRATEGY 1: GETTING BACK TO THE SIMPLE LIFE</b></p>	<p align="center"><b>STRATEGY 2: ACTIVATING THE CAPE FEAR &amp; BLACK RIVERS</b></p>	<p align="center"><b>STRATEGY 3: ACCESSING TRAILS FOR HEALTH, WEALTH, AND FUN</b></p>	<p align="center"><b>STRATEGY 4: ACTIVE DOWNTOWN</b></p>	
<p><b>Goal 1: Improve Quality of Life for Erwin Residents: Health &amp; Wellness</b></p> <p><b>Objective 1.1:</b> Maintain a (work) group that meets regularly and is dedicated to advancing goals of this plan</p> <p><b>Action 1.1.1:</b> Develop a local alliance of stakeholders that are invested in the outdoor recreation space, particularly local businesses, to increase networking and support within this sector</p> <p><b>Action 1.1.2:</b> Engage with future county-wide parks and recreation master planning efforts to ensure that priorities outlined within the Erwin CORE plan are given consideration for inclusion on county recreation plans. This will help make Erwin projects more competitive for Parks and Recreation Trust Fund grants.</p> <p><b>Action 1.1.3:</b> Attract additional leisure businesses (i.e. putt-putt golf, disc golf, etc.)</p> <p><b>Objective 1.2:</b> Improve resident engagement and participation in outdoor activities</p>	<p><b>Goal 2: Develop outdoor economic &amp; recreational opportunities (safe, enjoyable use of rivers)</b></p> <p><b>Objective 2.1:</b> Improve ramp and accessibility at Cape Fear River Park</p> <p><b>Action 2.1.1:</b> Partner with Harnett County, and others, to determine and implement improvements at the county-owned park.</p> <p><b>Objective 2.2:</b> Create at least 1 new public access to Cape Fear River by 2029 (LUP Goal 4 pg 60)</p> <p><b>Action 2.2.1:</b> Research area near Harnett Regional Jetport</p> <p><b>Objective 2.3:</b> Support increased navigability of the Black River from Erwin toward Rhodes Pond</p> <p><b>Action 2.3.1:</b> Map access to usable portions of the river</p> <p><b>Action 2.3.2:</b> In coordination with Harnett County, develop a nature park on the Black River. (LUP Goal 4)</p> <p><b>Action 2.3.3:</b> Partner with river organizations (i.e. River Keeper) and businesses</p> <p><b>Objective 2.4:</b> Support and engage with partners to develop a regional</p>	<p><b>Goal 3: Assure access for all populations to trails and amenities</b></p> <p><b>Objective 3.1:</b> Increase participation and use of trails and outdoor recreation assets in Erwin by 5% annually</p> <p><b>Action 3.1.1:</b> Develop method for tracking usage of all outdoor assets</p> <p><b>Action 3.1.2:</b> Promote existing &amp; future outdoor recreation amenities in Erwin</p> <p><b>Objective 3.2:</b> Maintain and enhance the Dunn-Erwin Trail (Erwin LUP-TIS 2.2.2)</p> <p><b>Action 3.2.1:</b> Develop plan for trail updates to include restroom, benches, additional parking and access points, lighting at key locations, safety call boxes, signage, art installations and/or landscaping.</p> <p><b>Objective 3.3:</b> Develop programs for all age groups and populations– especially young people</p> <p><b>Action 3.3.1:</b></p>	<p><b>Goal 5: Position downtown Erwin as the center of cultural events and outdoor recreational activities</b></p> <p><b>Objective 5.1:</b> Improve economic impacts of existing in-town and town-sponsored festivals, cultural &amp; historical events, and tours by 5% annually.</p> <p><b>Action 5.1.2:</b> Coordinate with event coordinators to establish baseline attendance and current economic impacts</p> <p><b>Action 5.1.3:</b> Encourage event organizers to develop growth strategies for each event/festival</p> <p><b>Action 5.1.4:</b> Review impacts annually and make changes accordingly</p> <p><b>Action 5.1.5:</b> Add outdoor recreation-oriented activities (bike ride, paddling activity, youth fishing exhibition, etc.) into an existing festival of event as appropriate</p>	



<p><b>Action 1.2.1:</b> Form task force with local and regional partners to identify and increase youth outdoor recreation opportunities</p> <p><b>Action 1.2.2:</b> Encourage civic groups, senior centers, etc. to promote &amp; utilize county outdoor recreation opportunities in partnership with the Erwin Parks and Recreation and local outdoor recreation-oriented businesses</p> <p><b>Action 1.2.3:</b> Research and engage with existing outdoor youth organizations such as NC Youth Outdoor Engagement Commission, Need More Outdoors, Great Outdoors University, Great Trails NC, North Carolina Interscholastic Cycling Club</p> <p><b>Objective 1.3:</b> Earmark annual funds to repair and improve walkability and accessibility of sidewalks<sup>1</sup> and trails throughout Erwin</p> <p><b>Action 1.3.1:</b> Apply for Bicycle/Pedestrian Planning Grants (<i>CERRI, Erwin LUP page 56</i>)</p> <p><b>Action 1.3.2:</b> Expand sidewalk connectivity between residential and downtown and other commercial districts and recreational areas. (<i>CERRI</i>)</p>	<p>blueway along the Cape Fear River from Raven Rock State Park to Elizabethtown in Bladen County.</p> <p><b>Action 2.4.1:</b> Collaborate with regional planning organizations including FAMPO to support blueway planning efforts.</p> <p><b>Objective 2.5:</b> Connect Cape Fear River Trail downstream from Lillington to Erwin and to Fayetteville. (<i>Harnett Bike, Ped, Greenway Plan -page 86</i>)</p> <p><b>Action: 2.5.1:</b> Work with property owners on voluntary alignment opportunities for trail development along Cape Fear River.</p> <p><b>Objective 2.6:</b> Extend use of Cape Fear River Bridge (page 87)</p> <p><b>Action: 2.6.1:</b> Work with NCDOT on extending paved shoulder or constructing a side path on either side of the NC 217 bridge to Cape Fear River Trail Park to the east and Beaver Dam Rd to the west.</p> <p><b>Objective 2.7:</b> Construction of Coats to Dunn-Erwin Rail Trail.</p> <p><b>Action: 2.7.1:</b> Encourage and support efforts by Harnett County to allocate and acquire property for the trail extension.</p>	<p><b>Goal 4: Develop &amp; Embrace Trail Safety &amp; Outdoor Recreation Protocols and Practices</b></p> <p><b>Objective 4.1:</b> Improve trail accessibility for First Responders</p> <p><b>Action 4.1.1:</b> Install distance markers on all trails, including the Cape Fear River Trail</p> <p><b>Action 4.1.2:</b> Install signage for public safety (<i>see Town of Zebulon for example</i>)</p> <p><b>Objective 4.2:</b> Water &amp; Trail Safety Education Programs</p> <p><b>Action: 4.2.1:</b> Review and utilize existing programs through Outdoor NC</p> <p><b>Objective 4.3:</b> Adopt “Trail Town” stewardship program objectives</p> <p><b>Action: 4.3.1:</b> Utilize objectives, eligibility guidelines, and stewardship designation activities as guiding principles/factors</p> <p><b>Objective 4.4:</b> Consider becoming a designated “Trail Town” stewardship program</p>	<p><b>Action 5.1.6:</b> Encourage at least 1 business to sponsor a and/or host a recurring (weekly, monthly, etc.) activity such as a run club, group cycling outing, or a walking group.</p> <p><b>Action 5.1.7:</b> Develop workshop(s) to teach businesses to capitalize on events and activities</p> <p><b>Objective 5.2:</b> Encourage entrepreneurs to start businesses in Erwin</p> <p><b>Action 5.2.1:</b> Inventory all commercial buildings, businesses and property</p> <p><b>Action 5.2.2:</b> Identify existing outdoor recreation businesses, expansion opportunities, and available buildings</p> <p><b>Action 5.2.3:</b> Encourage development of outdoor recreation manufacturing and other complementary uses in downtown to Central Carolina Industrial Park (aka Erwin Mill) (<i>CERRI, LUP</i>)</p>	
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<p><b>Objective 1.4:</b> Update &amp; provide uniformity to existing/future wayfinding signage townwide including from US 421. <i>(CERRI)</i></p>		<p><b>Action: 4.4.1:</b> Discuss with Harnett County Tourism about process</p>	<p><b>Action 5.2.4:</b> Create at least quarterly outdoor recreation pop-up event with biking, hiking, boating, and fishing business vendors</p> <p><b>Action 5.2.5:</b> Attract and support development of a downtown brewery</p> <p><b>Objective 5.3:</b> Create a formalized public space downtown for events <i>(LUP Goal 4)</i></p> <p><b>Action 5.3.1:</b> Study potential ways to formalize a public space to be used for town events – even by formal agreements with property owners and/or improvements to town-owned property</p>	
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February 24, 2025

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

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

Dear Mr. Bowden,

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

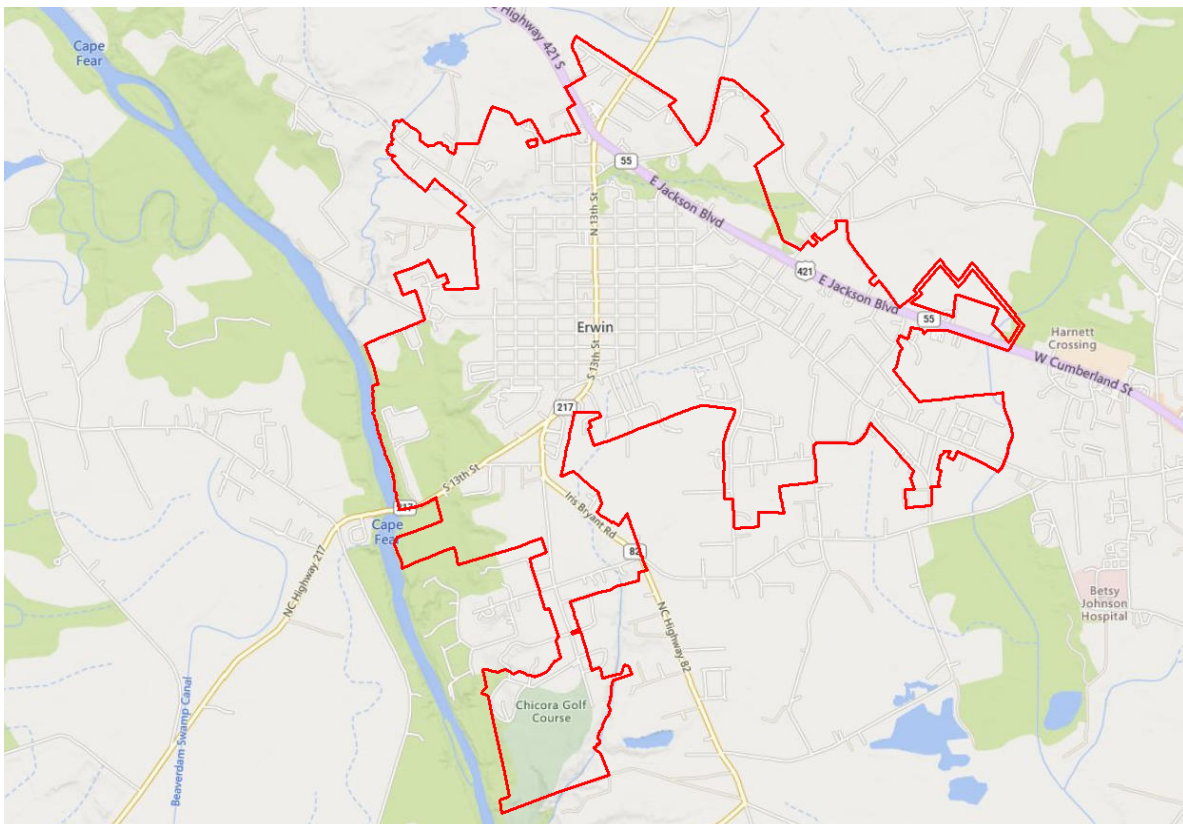


Figure 1: Project limits (red)

## **Scope of Services**

### **PHASE 1 - GIS DEVELOPMENT**

#### **Stormwater Database Design**

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

#### **Stormwater Assessment Application Development**

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

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

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

#### **Deliverable**

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

### **PHASE 2 - FIELD DATA COLLECTION AND ASSESSMENT**

#### **Office Research and Document Review**

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

#### **Community Survey**

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

### Field Data Collection and Assessment

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

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

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

### Ditch Assessment

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

### Limited Topographic Survey

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

The survey will include the following items.

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

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

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

Deliverable:

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

**CCTV Inspection of Select Lines**

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

Deliverable:

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

**PHASE 3 – CONNECTIVITY AND QUALITY CONTROL**

**Data Processing and Drafting**

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

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

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

**Assessment Review**

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

**Quality Management**

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



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

#### Deliverable

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

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

### **PHASE 4 – HYDRAULIC ASSESSMENT**

#### **Existing Condition Modeling**

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

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

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

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

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

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

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

#### Deliverables

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

### **Alternatives Analysis**

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

Current known areas of concern include:

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

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

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

#### Deliverables

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

## **PHASE 5 – STORMWATER MANAGEMENT AND CAPITAL IMPROVEMENT PLANNING**

### **Stormwater Management Plan**

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

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

### **Capital Improvement Plan**

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

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

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



**PHASE 6 – PROJECT MANAGEMENT AND MEETINGS**

**Project Management**

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

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

**Bi-Monthly Progress Meetings**

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

**Town Council Workshop Meeting**

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

**Town Council Presentation**

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

**Schedule**

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

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

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

**Compensation**

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

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

**Additional Services** not included in this proposal consist of:

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

**Assumptions**

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

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

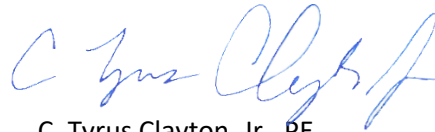
TRC appreciates the opportunity to submit this proposal, and we look forward to working with you on this project. Please feel free to contact Luke Baker at 919-582-7288 or Tyrus Clayton at 919-827-0909 should you wish to discuss our proposal in further detail.

Sincerely,

**TRC ENGINEERS**



Luke Baker, PG  
Project Manager



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

Attachments:

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

**Attachment 1  
Work Authorization**

**Acceptance of TRC Proposal No. 627364.9999.0000**

**Attention: Luke Baker**

**Acceptance**

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

Approved and accepted as of the date shown below:

**Town of Erwin**

By:

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Signature

---

Printed Name

---

Title

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Date



## TERMS AND CONDITIONS

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

### ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

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

### ARTICLE 2. COMPENSATION AND INVOICING

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

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

### ARTICLE 3. TIME FOR PERFORMANCE

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

### ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

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



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

#### ARTICLE 5. CLIENT'S RESPONSIBILITIES

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

#### ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

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

## ARTICLE 7. CONFIDENTIALITY

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

## ARTICLE 8. INSURANCE

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

## ARTICLE 9. INDEMNITY

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

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

- 9.3 **CLIENT'S INDEMNITY OBLIGATIONS.** CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.
- 9.4 **RISK OF LOSS TO THE WORK.** ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.
- 9.5 **CONDITIONS PRECEDENT.** EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC'S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY'S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.
- 9.6 **APPORTIONMENT OF ATTORNEYS' FEES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.

#### ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

- 10.1 **Pre-existing Conditions.** Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("**Hazardous Substances**") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "**Non-TRC Hazardous Substances**"), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.
- 10.2 **Hazardous Substances Encountered During the Work; Disposition of Samples.** If TRC encounters unexpected Hazardous Substances during performance of the Work, and if, in TRC's sole and exclusive judgment, such Hazardous Substances impede the performance of the Work, the Parties shall proceed as provided above in Section 4.4, and TRC shall suspend performance of the Work until such Hazardous Substances are properly contained and/or removed. When containerization and labeling of Hazardous Substances is included in TRC's original scope of Work or is added by Change Order, TRC will appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC's report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.
- 10.3 **TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.
- 10.4 **CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ALL LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.

## ARTICLE 11. ALLOCATION OF RISK

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

## ARTICLE 12. DELIVERABLES

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

## ARTICLE 13. SAFETY

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



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

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

#### ARTICLE 14. TERMINATION AND SUSPENSION

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

#### ARTICLE 15. DISPUTE RESOLUTION

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

#### ARTICLE 16. MISCELLANEOUS

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

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

**U.S. Postal Service:**

TRC Lockbox  
 PO Box 536282  
 Pittsburgh PA 15253-5904

**Overnight Packages:**

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

**Wire Instructions (PREFERRED METHOD OF PAYMENT)**

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

<b>Remittance Detail Email:</b>	<a href="mailto:ARemitdetail@trccompanies.com">ARemitdetail@trccompanies.com</a>
<b>TRC Contact:</b>	Dawn Dostie
<b>Contact Phone Number:</b>	207-660-7222



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



# INVOICE

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

Electronic Funds Payment Details:

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

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

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

Project 123456.0000.0000 Project Name

PO # xxxxxxxxxxxxxxxxx

ANY PROJECT SPECIFIC DETAIL YOU WANT TO PROVIDE WOULD GO HERE

**Professional Services Through October 23, 2020**

Phase 000004 Phase Name

**Professional Personnel**

	Hours	Rate	Amount	
Engineering Manager	xxx	xxx	xxx	
Engineer I	xxx	xxx	xxx	
Totals	xxx		xxxxxxx	
<b>Total Labor</b>				<b>xxxxxxx</b>

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	xxxxxxx	xxxxx	xxxxx	
Limit			xxxxx	
Remaining			xxxxx	
		<b>Total this Phase</b>		<b>\$xxxxx</b>

Phase 000005 Phase Name

Task 000001 Task Name

**Professional Personnel**

	Hours	Rate	Amount	
Engineering Manager	xxxx	xxxx	xxxxx	
Totals	xxxx		xxxxx	
<b>Total Labor</b>				<b>xxxxx</b>

**Total this Task \$xxxxx**

**Total this Phase \$xxxxx**

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	xxxxx	xxxxx	xxxxx	
Limit			xxxxx	
Remaining			xxxxx	
		<b>Total this Task</b>		<b>\$xxxxx</b>

**Total this Phase \$xxxxx**

**Total this Invoice \$xxxxx 53**

**EXHIBIT (2)**  
**Invoice Format - Lump Sum**



# INVOICE

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

Electronic Funds Payment Details:

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

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

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

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

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

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

**Professional Services through (DATE)** \_\_\_\_\_

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

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

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



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



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

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

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

Home Phone: 910-890-4296 Business/Other Phone: \_\_\_\_\_

FAX Number: \_\_\_\_\_ Email Address: michaelrjackson.sr@gmail.com

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

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

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

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

If yes, please explain \_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Planning Board 1 Recreation \_\_\_\_\_

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



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



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

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

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

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

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

If yes, please explain \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

Planning Board  Recreation

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

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: March 6, 2025

Subject: Erwin Lion's Club Vision Ball Sponsorship

---

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





**Erwin Lion's Club**

**ANNUAL VISION BALL- May 8, 2025**

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

**Venue: Mill Town Farm 183 Moore Street Erwin, NC**

**Entertainment: Billboard Charting recording artist Singer/Songwriter Michael Daughtry**

**Catering (full course meal) by Sherly's Catering**

**Sponsorship Package:**

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

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

**Please provide the following information:**

**Name you wish to appear in the sponsor recognition materials.**

---

**Name of Contact Person:** \_\_\_\_\_

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

***THANK YOU!***



# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: March 6, 2025

Subject: Stage at Al Woodall Park

---

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

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

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



# TOWN OF ERWIN

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

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

To: Bobby Funk, Mills Construction

From: Erwin Board of Commissioners

Subject: SU-2025-001 Approval

Date: 3/06/2025

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

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

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

Regards,

**ATTEST:**

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Randy Baker  
Mayor

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Lauren Evans, NCCMC  
Town Clerk



# TOWN OF ERWIN

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## TOWN OF ERWIN PROCLAMATION RECOGNIZING OUTGOING PLANNING/ZONING & BOARD OF ADJUSTMENTS MEMBER

### MR. RONALD BEASLEY FOR OUTSTANDING SERVICE

2024-2025----005

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

**WHEREAS**, The members of the Erwin Town Board make an effort to officially recognize those individuals who serve as citizen volunteers in an effort to serve their community; and,

**WHEREAS**, Mr. Ronald Beasley served on the Erwin Planning/Zoning and Board of Adjustments for a period of two consecutive terms, extending from February 2019, through February 2025; and,

**WHEREAS**, during his tenure on the Planning/Zoning and Board of Adjustments Mr. Beasley represented the community's interest in an exemplary fashion through his leadership, dedication, and ability to remain objective when considering a variety of issues.

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Board of Commissioners hereby officially recognize and commend former Planning/Zoning and Board of Adjustments Member Ronald Beasley for distinguished service to the citizens of the Town of Erwin and its Extra-Territorial Jurisdiction.

**DULY ADOPTED**, this the 6<sup>th</sup> day of March 2025.

**ATTEST:**

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Randy Baker  
Mayor

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Lauren Evans, NCCMC  
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: March 6, 2025

Subject: Close Unopened Easement off of 4<sup>th</sup> Street

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

### Attachments:

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

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

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

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

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

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

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

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

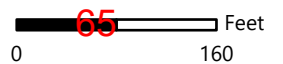
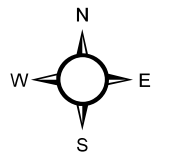




Harnett.org/GIS

January 17, 2025

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







# TOWN OF ERWIN

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## TOWN OF ERWIN RESOLUTION DECLARING INTENT TO CLOSE UNDEVELOPED SECTION OF 4<sup>TH</sup> STREET 2024-2025--014

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

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

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

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

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

**DULY ADOPTED**, this the 6<sup>th</sup> day of February, 2025.

**Randy Baker**  
Mayor

**ATTEST:**

**Lauren Evans**  
Town Clerk

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

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

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

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

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

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

**Randy Baker**  
Mayor

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

**67**



# TOWN OF ERWIN

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## TOWN OF ERWIN RESOLUTION ORDERING THE FOLLOWING STREET CLOSED: AN UNDEVELOPED SECTION OF 4TH STREET 2024-2025--015

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

**WHEREAS**, the section of 4<sup>th</sup> Street for closing is an undeveloped easement measuring 124.3 ft x 60.6 ft x 150.4 ft, located between 301 4<sup>th</sup> Street and 910 Lucas Street and extending to the parcel where Miller’s Landscaping is currently located.

**WHEREAS**, the procedure for closing streets that is set out in North Carolina General Statutes, Section 160A-299 has been followed and the Erwin Board of Commissioners first adopted a resolution declaring an intent to consider closing the street, and calling for a public hearing on the question; and

**WHEREAS**, as said statute further requires, the resolution has been published once a week for successive weeks prior to the hearing, and a copy thereof has been sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records and a notice of the closing and public hearing has been prominently posted in at least two places along said street.

**NOW THEREFORE BE IT RESOLVED**, by the Town of Erwin Mayor and Board of Commissioners, that the undeveloped section of 4<sup>th</sup> Street measuring 124.3 ft x 60.6 ft x 150.4 ft, located between 301 4<sup>th</sup> Street and 910 Lucas Street and extending to the parcel where Miller’s Landscaping is currently located is closed.

**DULY ADOPTED**, this the 6<sup>th</sup> day of March, 2025.

**ATTEST:**

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

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