

**THE ERWIN BOARD OF COMMISSIONERS
JUNE 2025 REGULAR WORKSHOP
MONDAY, JUNE 23, 2025 @ 6:00 P.M.
ERWIN MUNICIPAL BUILDING BOARDROOM**

AGENDA

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

- 2. AGENDA ADJUSTMENTS /APPROVAL OF AGENDA**

- 3. NEW BUSINESS**
 - A. Withers Ravenel- Engineer on Call Contract (**Page 2**)
 - B. US 421 S Annexation Petition (**Page 10**)
 - C. Stage at Al Woodall Park (**Page 13**)
 - D. NCDOT- Erwin Pavement Marking Revision Concept (**Page 22**)
 - E. Trash Collection (**Page 26**)
 - F. Updated Job Classification and Grade (**Page 29**)
 - G. BOA 2025-08 (**Page 32**)
 - H. Ordinance Amending ORD 2024-2025:017 (**Page 34**)
 - I. SUP-2025-002 Approval Letter (**Page 39**)
 - J. SUP-2025-003 (**Page 41**)
 - K. ZT-2025-002 (**Page 45**)
 - L. Chapter 36 Updates (**Page 49**)

- 4. GOVERNING COMMENTS**

- 5. ADJOURNMENT**

ERWIN BOARD OF COMMISSIONERS
REGULAR WORKSHOP MINUTES
JUNE 23, 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, June 23, 2025, at 6:00 P.M. in Erwin, North Carolina.

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

Board Member absent was: Mayor Pro Tem Ricky Blackmon

Town Manager Snow Bowden, Town Clerk Lauren Evans, and Town Planner Dylan Eure were also present.

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

Commissioner Nelson gave the invocation.

Mayor Baker 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 Turnage. **The Board voted unanimously.**

NEW BUSINESS

Withers Ravenel- Engineer on Call Contract

Town Manager Snow Bowden informed the Board that the Town received a proposed contract from Withers Ravenel to perform engineer on-call services. No funds are appropriated in the contract; it just spells out how the process works. Before they provide any requested services, the Town will have to approve a task order, and the task order will have a set fee for that scope of service. Mr. Bowden proposed changes to send back to Withers Ravenel. He stated this contract did not require us to choose Withers Ravenel for every project. This contract just speeds up the process.

Commissioner McKoy arrived at 6:03 PM.

Mayor Baker asked Town Attorney Tim Morris if he had any concerns regarding the contract.

Town Attorney Tim Morris stated that any concerns he had, Town Manager Snow Bowden had already addressed. It was a favorable contract, and he felt that the one-year contract was a good idea.

MINUTES CONTINUED FROM JUNE 23, 2025

The consensus of the Board was to instruct Town Manager Snow Bowden to send the proposed contract back to Wither Ravenel with the suggested changes and bring it back before the Board.

US 421 Annexation Petition

Town Manager Snow Bowden informed the Board that the Town received a petition a voluntary annexation. The property was a vacant parcel that was located on Highway 421 and adjacent to our Town Limits. This would be considered a contiguous annexation. He stated the owner of the property was Sandhills Real Estate Development LLC. This was the first step in the annexation process, and if the Board saw fit to move forward with the request, the Board would need to instruct Town Clerk Lauren Evans to investigate the feasibility of the annexation and bring her findings back to the Town Board.

The consensus of the Board was to place this item under consent on the agenda for our Regularly Scheduled Board Meeting in July.

Stage at Al Woodall Park

Town Manager Snow Bowden informed the Board that he wanted to update the Board with answers to their questions at our previous workshop. We would trench the power for the stage from the recreation office, which would be a separate cost from the quote provided. The original plan was to place the stage next to the office so the trenching would not cost so much.

Commissioner Byrd inquired whether the cost included the mounting box.

Town Manager Snow Bowden stated that the quotes included the mounting box and wiring the stage, but to get the power to the stage, we will have to run the wiring to the recreation office. He stated there were other options, such as a portable stage. He felt confident that we could use some of our grant money to build the stage, but if we did that, we would have to choose the lowest bidder, which was WIE Contracting and Consulting Services, LLC.

Commissioner Byrd stated that we knew Carr Construction built the stage in Roseboro. He asked what projects we were aware of that WEI built.

Town Manager Snow Bowden stated that he knew they were a newer company and had built a few homes, but he was not aware of any commercial building that WEI had completed. He stated we could use grant money and award the project to WEI, or we could award the project to Carr Construction, but the money would have to come out of the Community Enhancement Fund.

Mayor Baker stated that if we did not use the grant money for the stage, the grant money could be used at Porter Park.

Discussion continued among the Board.

Mayor Baker gave each Board Member a chance to voice their opinion on the stage. He asked the Board for a consensus on whether to move forward with the stage or not.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 23, 2025

Subject: Withers Ravenel- Engineer on Call Contract

The Town has received a proposed contract from WithersRavenel to provide “engineer-on-call” services. If you want us to make any changes, now is a good time to discuss. Before they provide any requested services, the Town will have to approve a task order. The task order will have a set fee for that scope of service. We can use the time at this workshop to discuss how we want to move forward with this process.

STATE OF NORTH CAROLINA

Contract Identification #Click to enter ID#

COUNTY OF HARNETT

**MASTER AGREEMENT FOR ON-CALL
PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES (“Agreement”) is entered into this the 10th day of July, 20~~YY~~25 (the “Effective Date”), by and between WithersRavenel, a North Carolina Corporation with its principal business offices located at 115 MacKenan Drive, Cary, NC 27511 (the “Professional”), and the **Town of Erwing**, a municipal corporation of the State of North Carolina, the “Town”. Town and Professional may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, the Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including {DESCRIBE ON CALL SERVICES: stormwater control, general government services, roadway and pedestrian facilities, and greenway facilities, which periodically require design, revision, engineering, evaluation, surveying, testing, and other related services}; and

WHEREAS, the professional services of {DESCRIBE SERVICES ... engineers, surveyors, and others} will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, Town issued a "Request for Qualifications for Engineering Services" dated April 3, 2025 (“RFQ”); and

WHEREAS, Professional was one of several firms responding to RFQ with a Proposal dated May 15, 2025 (“Proposal”) and is willing to provide the engineering services outlined and authorized under this Agreement and will serve on an on-call basis for each project /task order authorized under this Agreement; and

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement herein rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW, THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound hereto, do contract and agree as follows:

1. REQUEST FOR TASK ORDER. Professional is qualified and able to provide one or more of the following specific categories of on-call services for the Town: design, revision, engineering, evaluation, surveying, and/or testing for stormwater control, roadway and pedestrian facilities, greenway facilities, and other related projects.

As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional may submit to the Town within the time specified a written Task Order describing the professional services to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a project scope, schedule, and fee schedule setting forth the fees for the scope of services.

2. ACCEPTANCE OF TASK ORDER. The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties; in the event of a conflict between the terms of the Task Order and this Agreement, this Agreement shall control unless the Task Order specifically notes the agreement of the parties that the conflicting term therein controls. If said Task Order is acceptable, the Town shall accept the same in writing by a duly authorized officer or agent of the Town. The Town and the Professional agree that such written acceptance may be provided by electronic mail.

3. COMMENCEMENT AND COMPLETION OF SERVICES. Professional shall commence and complete the work required by a Task Order as expeditiously as is in keeping with the applicable standard of care and will, consistent therewith, endeavor to commence and complete the work in accordance with the dates provided in the Task Order(s) as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to a Task Order until written authorization to proceed has been provided by the Town. If Professional has not commenced or completed the work on a schedule commiserate with the applicable standard of care, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies.

4. PAYMENT OF SERVICES. Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the approved Task Order. The Town has the right to require the Professional to produce for inspection all of Professional's records related to the Task Order, billing rates of personnel, and charges for direct expenses for

which cost-plus compensation is provided to verify the accuracy of all invoices. The Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between the Town and Professional concerning the accuracy of said invoice or the services covered thereby, in which event the Town shall pay any undisputed amounts within thirty (30) days of receipt of said invoice and provide contemporaneously with such partial payment a written explanation of all bases upon which the remaining amounts were withheld. Adjustments to an invoice for billing errors may extend the time for payment.

5. PROFESSIONAL STANDARDS AND DUTIES OF PROFESSIONAL. Professional, in performance of its services, shall exercise the same degree of care, skill, and judgment as is ordinarily provided by a similar professional providing the same or similar services under the same or similar circumstances in the same or similar location at the time the services in question are performed by Professional.

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR. In the event a Task Order includes construction observation services by the Professional, Professional shall be responsible for determining that the construction actually observed by the Professional is in general conformity with the quality level specified and the plans and specifications. Town agrees that such observation of construction work or documents by Professional shall not relieve any contractor from liability in regard to its duty to comply with the standards for the Project, shall not give rise to a claim against Professional for a contractor's failure to comply with the applicable plans, specifications or standards, and that Professional is not responsible for the means, methods, sequencing, safety, or other operations of any contractor.

7. TIME AND COST ESTIMATES. Professional's cost estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications, and shall represent Professional's judgment as an experienced professional familiar with projects of the type described in the Task Order. Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's judgment as an experienced professional familiar with projects of the type described in the Task Order. Professional has no control over the resources provided by construction contractors to meet contract schedules, nor over the amount or reasonableness of bids or actual construction costs, and the Professional cannot and does not guarantee the proposals, bids or actual costs or schedules will not vary significantly from opinions of probable costs or time prepared by it. If at any time the Town wishes greater assurances as to schedules or the amount of any costs, it shall employ an independent cost estimator, scheduling consultant, or other third party to make such determination.

8. INDEMNIFICATION. To the extent permitted by law, the Professional agrees to indemnify and hold-harmless the Town, its elected and appointed officials, and employees against any and all losses, including all costs connected therewith, for any damages which may be recovered against or from the Town, its elected or appointed officials, or employees by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS. Consistent with the applicable standard of care, the Professional shall adhere to all applicable laws, ordinances, and regulations

of the United States, the State of North Carolina, the County of ~~{NAME}~~Harnett, and the Town, in the performance of the services required by a Task Order. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina with jurisdiction and venue in the state courts of Wake County and all parties hereby consent to the jurisdiction and venue of such courts.

10. E-VERIFY COMPLIANCE. The Professional shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Professional shall require all of the Professional's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

11. OWNERSHIP OF DOCUMENTS. Upon full payment for the Professional's services, the Town, and not the Professional, will acquire, enjoy and retain ownership and intellectual property rights in all materials specifically prepared by the Professional in performance of its services under a Task Order (the "Work Product"); provided, however, that any modification to the Professional's Work Product or use of the Work Product for any purpose other than in connection with the project for which the Work Product was created shall be at the sole risk of Town; and provided further that Professional shall have the right to continue using any standard or pre-existing details, forms, formats, data, graphics or the like incorporated into any Work Product.

12. INSURANCE. The Professional shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$1,000,000, and provide certificates of such insurance naming the Town as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the Professional's insurance shall be primary and non-contributory to other insurance. Additionally, the Professional shall maintain and show proof of workers compensation and employer's liability insurance in the minimum amount of \$1,000,000; and shall show proof of professional liability coverage in a minimum aggregate amount of \$2,000,000. The Professional shall provide notice of cancellation, non-renewal or material change in coverage to the Town within ten (10) days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Professional to have sufficient insurance nor the requirement that the Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

13. DEFAULT. In the event of substantial failure by Professional to perform in accordance with the terms of a Task Order, the Town shall have the right to terminate such Task Order upon seven (7) days written notice if Professional has failed to commence reasonable efforts to cure such failure within the seven (7) days after receipt of written notice, in which event Professional shall have neither the obligation nor the right to perform further services under the terminated Task Order.

14. TERMINATION FOR CONVENIENCE. The Town shall have the right to terminate a Task Order for the Town's convenience upon thirty (30) days written notice to Professional.

Professional shall terminate performance of services under the Task Order on a schedule acceptable to the Town, provided that in no event shall Professional be required to perform services after the effective date of termination. In the event of termination for convenience, the Town shall pay Professional for all services performed in accordance with the terms of the Task Order prior to the effective date of termination.

15. NOTICE. Any formal notice, demand, or request required by or made in connection with this Agreement or any Task Order shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO PROFESSIONAL:

WithersRavenel, Inc.
Attn: Dori Sabeh, PE, GISP
137 S Wilmington Street, Suite 200
Telephone: 919-678-3817
Email: dsabeh@withersravenel.com

TO TOWN:

ATTN: ~~{CONTACT INFO}~~ Town of Erwin, North Carolina
~~{ADDRESS}~~ PO Box 459 Erwin, NC 28339
Telephone: ~~{PHONE}~~ 910-897-5140
e-mail: ~~{townmanager@erwin-nc.org EMAIL}~~

With a Copy to: Snow Bowden, Town Manager

TOWN

ATTN: ~~{CONTACT}~~ Snow Bowden
ADDRESS PO Box 459 Erwin, NC 28339
Telephone: PHONE 910-897-5140
e-mail: EMAIL townmanager@erwin-nc.org

16. DELAY BEYOND THE CONTROL OF THE PARTIES. Neither Professional nor Town shall be in default of any Task Order or the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall include, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH. No breach or non-performance of any term of this Agreement or any Task Order shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties, and no such waiver of any breach or non-performance shall be deemed to constitute a waiver of any other or subsequent breach or non-performance.

18. CONSTRUCTION. Should any portion of this Agreement or any Task Order require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply

a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

19. DURATION OF AGREEMENT. The initial term of this Agreement shall be a period of ~~three (3) years~~ one year from the Effective Date, with the Town having the option to extend the Agreement for two (2) one-year extension periods.

20. SEVERABILITY. In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

21. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

22. MODIFICATION. This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed by both parties.

23. BINDING EFFECT. The terms of this Agreement shall be binding upon the parties and their successors and assigns.

24. ASSIGNMENT. Professional shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town, which may be withheld in the sole and absolute discretion of the Town. Nothing contained in this paragraph shall prevent Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR. Professional is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement and any Task Order as an independent contractor. Professional shall be wholly responsible for the methods, means and techniques of performance. Professional's work does not include any supervision or direction of the work of any other person or entity or their employees or agents (except to the extent such person or entity was actually retained by Professional), and Professional's presence shall in no way create any liability on behalf of Professional for failure of others, their employees or agents to properly or correctly perform their work.

26. NON-APPROPRIATION. Notwithstanding any other provisions of this Agreement, the parties agree that payments due from the Town hereunder and under any Task Order are from appropriations and monies from the Town {BOARD ~~COUNCIL~~} and/or other governmental entities, by and through the Town. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement and Task Orders issued in connection herewith for any fiscal year, the Town may terminate this Agreement and any open Task Orders immediately without further obligation of the Town except with respect to payment of Professional for work performed through the date of termination.

27. **IRAN DIVESTMENT ACT.** N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 10th day of July, 20YY25.

Professional

Town of Erwin

Name:

WithersRavenel

NAME / TITLE

By:

(Signature)

Title:

Company:

Attest:

Attest:

(Secretary, if a corporation)

NAME/TITLE

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

NAME/TITLE

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 23, 2025

Subject: US 421 S Annexation Petition

The Town has received a petition from a property owner for a voluntary annexation. The property is a vacant parcel that is located on Highway 421. The parcel does not have an address, but it can be identified by its Harnett County Tax PIN # 0597-59-9465.000. The parcel is adjacent to our Town Limits. This would be considered a contiguous annexation. The owner of the property is Sandhills Real Estate Development LLC. We have a better description of the metes and bounds for this annexation request.

If this request is something that you want to consider, please instruct our Town Clerk Lauren Evans to investigate the feasibility of this annexation request. She will present her findings at our next workshop meeting and if they are favorable and the consensus of the Town Board is to move forward with the process, we will need to adopt a resolution and schedule a public hearing to hear the annexation request.

Attachments:

- Voluntary annexation petition

State of North Carolina
County of Harnett
Town of Erwin

IRREVOCABLE PETITION REQUESTING ANNEXATION

Date: 10 June 2025

To the Mayor and Board of Commissioners of the Town of Erwin:

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed into the Town of Erwin.
2. The area to be annexed is contiguous to the Town of Erwin and the boundaries of such territory are as follows:

BEGINNING at an iron stake, said stake being in the eastern line of Tract M-3 of Erwin Mills Property recorded in Map Book 7, at Page 17, also being located South 20 degrees 16 minutes East 169.8 feet from the original northeast corner of the 8.11 acre tract, and runs as the old line South 20 degrees 16 minutes East 333.5 feet to an iron stake, a corner with Mrs. Grady; thence South 74 degrees 18 minutes West 431.86 feet to an iron stake; thence as the right of way of U.S. Highway 421, North 24 degrees 44 minutes West 294.6 feet to an iron stake; thence with old line of the 8.11 acres North 18 degrees 55 minutes West 41.68 feet to an iron stake, a corner with Mrs. Grady; thence with the line of Mrs. Grady North 74 degrees 14 minutes East 454.06 feet to the point of **BEGINNING** and contains **3.39 acres, more or less.**

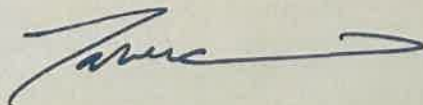
3. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

Name
Address

Do you declare vested rights?
Indicate yes or no - No

Brett Campbell & Justin Tahilramani
Owners – Sandhills Real Estate Development, LLC
PO Box 233, Southern Pines, NC 28388

Signature





TOWN OF ERWIN

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

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

**RESOLUTION DIRECTING THE TOWN CLERK TO
INVESTIGATE AN ANNEXATION PETITION
RECEIVED UNDER G.S. 160A-31
2024-2025-----019**

WHEREAS, a petition requesting annexation of an area described in the said petition was received on June 10, 2025, by the Mayor and Board of Commissioners of the Town of Erwin; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Mayor and Board of Commissioners of the Town of Erwin deem it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Commissioners of the Town of Erwin that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Mayor and Board of Commissioners the result of her investigation.

ADOPTED, this 10th Day of July 2025.

Randy Baker
Mayor

ATTEST:

Lauren Evans NCCMC
Town Clerk

MINUTES CONTINUED FROM JUNE 23, 2025

Commissioner Nelson stated it was a nice stage, but we needed to take a step back and have a plan before spending that amount of money. He did feel the stage would be better in the woods, or we could purchase a portable stage. He could not see spending the Town's money on a stage. If the Board wanted to use grant money, he could get on Board with that.

Commissioner Byrd stated it would be cheaper to put the stage next to the recreation office. He did not agree with putting a stage in the woods. The Town had a time with homeless people and druggies when we had the gazebo in the woods.

Commissioner Turnage stated he did not see spending money on a stage that we will only use a couple of times a year.

Commissioner McKoy stated he was not in favor of using Town money wastefully. His mind goes back to the Depot and the money the Town wasted to move the Depot. He would like to see the stage, but he thinks more about the kids. Scrap it.

Commissioner Marbell stated he concurred with Commissioner McKoy.

The consensus of the Board was not to move forward with the permanent stage at Al Woodall Park.

NCDOT- Erwin Pavement Marking Revision Concept

Town Manager Snow Bowden stated he spoke with NCDOT again and reminded them of the issues with the road near Porter Park. The staff at NCDOT took the time to reach out to the Town of Erwin to request support for the "pavement marking revision". The proposed improvements were called for in various land use plans. Town Staff was working with NCDOT to prepare a Bike/Pedestrian Plan that will also include other requested improvements for bicycle/pedestrian facilities on NCDOT roads. He felt we should adopt a Resolution of Support.

The consensus of the Board was to create a Resolution of Support and place this item under consent on the agenda for our Regularly Scheduled Board Meeting in July.

Trash Collection

Town Manager Snow Bowden informed the Board that the Town was currently in our last year of our contract with GFL. The Town Board had discussed bringing trash back in-house. Now was the time for the Board to begin discussing our options. Town staff reached out to small towns that still had trash in-house. After looking at some numbers, we would have to charge a bare minimum of \$20-\$25 per can. Included in the agenda was the estimated cost breakdown to bring trash back in-house. He felt our best bet was putting the trash collection out for bid. We did not have to approve the lowest bidder.

Owner of Carolina Trash and Septic, Howard Babbit, and his children were present in the audience. Mayor Baker invited Mr. Babbit to come forward and answer generalized questions the Board may have regarding the size of the trash cans, frequency of trash collection, and recycling practices.

Mayor Baker asked that the trash collection RFP include language that the Town Board has the right to reject any and all bids.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 23, 2025

Subject: Stage at Al Woodall Park

The Town of Erwin received three bids to build a stage at Al Woodall Park. The stage in Roseboro was built by the company Carr Construction. The bids came in a little higher than expected due to the increase in construction costs. I would say that they are most likely an accurate reflection of the current costs.

- Carr Construction- \$112,500
- WIE Contracting and Consulting Services, LLC.- \$97,500
- Kevin Tyndall Builders, INC.- \$131,000

Attachments:

- Carr Construction bid
- WIE Contracting and Consulting Services, LLC bid
- Kevin Tyndall Builders, INC bid



7. Selection Process:

The Selection Committee comprised of Town of Erwin staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, the contract shall be awarded to the vendor whose proposal received the most points in accordance with the criteria set forth in RFP.

We look forward to receiving your proposal and working together to enhance the Town of Erwin's community offerings through this exciting project.

BID FORM

Bidder Information: Company Name Carr Construction Group INC.

Address 655 Dixie Rd

Clinton, NC 28328

Phone 910-249-3739

1. I will perform the above-described services for a gross bid fee of \$ 112,500⁰⁰.

one hundred twelve thousand five hundred Dollars

(My Net Bid in words)

Grant Carr 

Printed Name of Company Representative Signature of Company Representative

Carr Construction Group INC License # 83143

General Contractor name and license number



7. Selection Process:

The Selection Committee comprised of Town of Erwin staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, the contract shall be awarded to the vendor whose proposal received the most points in accordance with the criteria set forth in RFP.

We look forward to receiving your proposal and working together to enhance the Town of Erwin's community offerings through this exciting project.

BID FORM

Bidder Information: Company Name Carr Construction Group INC.

Address 655 Dixie Rd

Clinton, NC 28328

Phone 910-249-3739

I. I will perform the above-described services for a gross bid fee of \$ 112,500.⁰⁰

one hundred twelve thousand five hundred Dollars

(My Net Bid in words)

Grant Carr 

Printed Name of Company Representative Signature of Company Representative

Carr Construction Group INC license # 83143

General Contractor name and license number



WIE CONTRACTING AND CONSULTING SERVICES, LLC

103 S. 13th Street Erwin, NC 28339

PHONE (910) 964-9577 EMAIL: SOLOMON.W@WIECCS.COM

2 MAY 25

Subject: Bid Submission for the Erwin Pavilion

Dear Mr. Byrd,

WIE Contracting and Consulting Services, LLC is pleased to submit our proposal for the Erwin Pavilion. As an SBA 8(a) firm and Service-Disabled Veteran Owned Small Business, we are confident in our ability to deliver a high-quality, cost-solution that will meet The Town of Erwin's objectives. Additionally, we carefully reviewed the project plans and visited the location. We are confident that we can meet the timeline, which you have outlined in the RFQ.

Please do not hesitate to contact us if you require any additional information. We can be reached via email at (solomon.w@wieccs.com; or admin@wieccs.com) or by telephone at (910) 964-9577.

Sincerely,

Solomon Woods, PhD.
Managing Member



7. Selection Process:

The Selection Committee comprised of Town of Erwin staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, the contract shall be awarded to the vendor whose proposal received the most points in accordance with the criteria set forth in RFP.

We look forward to receiving your proposal and working together to enhance the Town of Erwin's community offerings through this exciting project.

BID FORM

Bidder Information: Company Name WIE Contracting + Consulting Services
Address 103 So 13th St
ERWIN, NC 28339
Phone 910 964 9577

I. I will perform the above-described services for a gross bid fee of \$ 97,500.00.
Ninety Seven Thousand Five hundred Dollars

(My Net Bid in words)

Solomon Woods 

Printed Name of Company Representative Signature of Company Representative

Solomon Woods WIE Contracting + Consulting Services 103909

General Contractor name and license number



7. Selection Process:

The Selection Committee comprised of Town of Erwin staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, the contract shall be awarded to the vendor whose proposal received the most points in accordance with the criteria set forth in RFP.

We look forward to receiving your proposal and working together to enhance the Town of Erwin's community offerings through this exciting project.

BID FORM

Bidder Information: Company Name WIE Contracting + Consulting Services

Address 103 So. 13th St

ERWIN, NC 28339

Phone 910 964 9577

1. I will perform the above-described services for a gross bid fee of \$ 97,500.00.

Ninety Seven thousand Five hundred Dollars

(My Net Bid in words)

Solomon Woods 

Printed Name of Company Representative Signature of Company Representative

Solomon Woods WIE Contracting + Consulting Services 103909

General Contractor name and license number

Expiration Date

2025

License No.

1033909

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Wie Contracting And Consulting Services, LLC

Erwin, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Raleigh, N.C.

01/01/2025

This certificate may not be altered.



Chairman

Secretary-Treasurer

Kevin Tyndall Builders, Inc.

1014 West Core Road
 Dunn, NC 28334
 Phone # (910) 237-4237

Estimate

Date	Estimate #
5/7/2025	3881

tyndallbuilders@embarqmail.com

Town of Erwin

Description	Supervisor	Project
	Mark Byrd	Mark Byrd
	Qty	Total
Permits		2,000.00
Concrete and Footing		21,000.00
Foundation		12,500.00
Rails		4,500.00
Mobilization/Demobilization		5,000.00
Trash Debris/Cleaning		2,000.00
Painting		7,000.00
Building Materials		32,000.00
Framing		12,000.00
Rocks		4,500.00
Electrical		17,000.00
Roofing		8,000.00
Metal Brackets & Bolts		3,500.00
Total		\$131,000.00

Kevin Tyndall Builders, Inc.

1014 West Core Road
 Dunn, NC 28334
 Phone # (910) 237-4237

Estimate

Date	Estimate #
5/7/2025	3881

tyndallbuilders@embarqmail.com

Town of Erwin

Description	Supervisor	Project
	Mark Byrd	Mark Byrd
	Qty	Total
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Framing		12,000.00
Rocks		4,500.00
Electrical		17,000.00
Roofing		8,000.00
Metal Brackets & Bolts		3,500.00
Total		\$131,000.00

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 23, 2025

Subject: NCDOT- Erwin Pavement Marking Revision Concept

NCDOT Division Six has awarded a contract to have a section of NC 82/NC 217 resurfaced by 11/2026. The staff in NCDOT Division Six wish to submit additional requests after July 1st for some of their projects. They have identified some improvements they wish to make on this section of NC 82/NC 217 that includes a “pavement marking revision”. I have made NCDOT aware that our primary concern with this section of the highway is the drain tile that goes under the highway near Porter Park. The pavement marking revisions are called for in some of our local regional plans. NCDOT Division Six has requested that we consider adopting a resolution of support for these pavement marking revisions. There will be no additional cost to the Town since this is a NCDOT road. The resolution would just help with obtaining funding for this project if the additional expense was approved. I will also point out that we do not necessarily need to adopt a resolution of support for this project. If the improvements are necessary NCDOT will more than likely approve the improvements. I feel like the proposed improvements would be beneficial to the Town of Erwin.

Update:

I have spoken with NCDOT again, and I have reminded them of the issues with the road near Porter Park. I am still waiting for a response from the other division of NCDOT that they sent me to.

The staff at NCDOT took the time to reach out to the Town of Erwin to request supporting the “pavement marking revision”. The proposed improvements are called for in various land use plans that include the Town of Erwin such as the “Sandhills Bike Plan”. They are also called for to help improve the “East Coast Greenway” (which this section of the highway is a part of). At the moment, Town Staff is working with NCDOT to prepare a Bike/Pedestrian Plan that will also include other requested improvements for bicycle/pedestrian facilities on NCDOT roads. I feel that we need to revisit this discussion.

Attachments:

- Proposed pavement marking revision concepts



NO RW
4 SIG IMP



Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 23, 2025

Subject: Trash Collection

This is the last year that the Town will be under contract with GFL for our trash/recycling collection. In the past, we have discussed bringing this service back “in-house”. I feel confident that the Town could provide a better service to our residents. However, I will add that the cost for the Town to provide this service would be higher than it currently is. We have looked at other municipalities that still provide this service as a benchmark.

If we want to move forward with this service, it will require the Town to bring on additional staffing. We would need to purchase equipment such as carts for trash/recyclables, and trucks to collect trash/recyclables. Please keep in mind that these prices are subject to change due to economic conditions. To provide a better service I would suggest a rear loader truck. A rear-loader truck will require at least two employees (one driver and one person to ride on the back on the truck to grab the carts).

There are still plenty of municipalities that provide trash/recycling collection services. Most of your larger municipalities in the State of North Carolina still provide this service. We were able to identify a few similar sized municipalities to Erwin to discuss this idea with. I will add that most municipalities in North Carolina contract this service to a third-party contractor due to several reasons. The primary reason is the cost of providing this service.

I have an estimate of what it would cost for the Town to bring this service back “in-house”. Please keep in mind that we would have to find additional staff members that can meet our standards. The drivers will need to obtain a CDL license. We will also have to find a way to retain these employees considering that we will be competing with the private sector and other larger municipalities that can pay more and still offer local government benefits.

This is the first step in this conversation. It is worth exploring and discussing because we have heard complaints from our residents, and we are trying to provide a solution to those complaints. If we are going to continue to contract this service out, we need to go ahead and issue a Request for Proposals (RFP).

I feel like our best option is to continue with using a third-party contractor to provide solid waste collection services. Since our contract with GFL ends on June 30th, 2025, I feel it is in our best interest to issue a RFP for Solid Waste Collection/Recycling Services as we have in the past.

Town Staff has reviewed recent RFPs issued by other municipalities and there is a lot more language in them that holds the contractor more accountable than the last RFP we issued. We can also include fines and better language in a contract to ensure that our residents are getting the best service possible.

If we want to move forward with issuing a Request for Proposals for a new service provider, we need to discuss a few items:

- Do we want to continue to provide recycling collection?
 - Collections once a month
 - Every other week?
- 95-gallon carts picked up once a week for residential trash
- We do not collect trash for any commercial business.

Attachments:

- Cost estimates

Rear Loader garbage truck (new state contract price)	\$275,000
4,500 Carts (trash and recycling)	\$262,417.50
Personnel (not including mechanic) (4 employees at \$23/hr)	\$261,221
Back-up truck	\$150,000
On Call mechanic (proposed \$30/hr) (500 hours)	\$15,000
TOTAL START UP	\$963,640

- Personnel costs include all employee benefits. There was no overtime included in this proposal. You would need to have more than two employees to start this program. Employees get sick, they must take care of family members, other commitments, etc.
- You would need to have employees available to deliver and replace broken carts.
- We would still need to order replacement carts. The 4,500 carts would cover the initial roll-out.

Total customers billed	2,089
Estimated trash cans	2,300
Estimated recycling cans	2,000

- We are working on getting more accurate numbers for trash/recycling cans
- Based on the research we have completed so far, we would need to charge a fee that is significantly higher than our current contract rates.

Year	Costs
07/01/2024-06/30/2025 (so far)	\$260,364
07/01/2023-06/30/2024	\$263,413
07/01/2022-06/30/2023	\$245,408
07/01/2021-06/30/2022	\$228,908

MINUTES CONTINUED FROM JUNE 23, 2025**Updated Job Classification and Grade**

Town Manager Snow Bowden stated that Town Staff updated the Town of Erwin 2025-2026 Job Classification Grade and Schedule to include the full-time employees that we are going to lease to the Erwin Fire and Rescue Department.

The consensus of the Board was to place this item under consent on the agenda for our Regularly Scheduled Board Meeting in July.

BOA-2025-08

Town Manager Snow Bowden stated that Town Staff have prepared a budget amendment for the current 2024-2025 Fiscal Year budget. The proposed budget increases the expected revenues for the ad valorem and DMV Erwin Fire Tax. It also increases the proposed expenditures for "Contracted Services Fire".

Commissioner Byrd made a motion, seconded by Commissioner Nelson, and unanimously approved by the Board, to approve BOA-2025-08.

Ordinance Amending ORD 2024-2025:017

Town Manager Snow Bowden informed the Board that we found a clerical error in the description of the metes and bounds in the approved ordinance for the four parcels off of Avery Road. We will schedule the Public Hearing in August.

SU-2025-002 Approval Letter

Town Planner Dylan Eure presented a prepared letter to send to the applicant of SU-2025-002 for their records, stating that the rezoning application was approved.

The consensus of the Board was to place this item under consent on the agenda for our Regularly Scheduled Board Meeting in July.

SU-2025-003

Town Planner Dylan Eure stated this request was to have on file an officially approved Special Use Application for 2401 Erwin Road. This site, from his knowledge, had always been used for vehicular services, but there was never a Special Use ever approved.

Mayor Baker asked whether this request included U-Haul's rental services.

Town Planner Dylan Eure stated no, he spoke with the property owner, and the U-hauls were to be removed from the property. He drove by the property earlier in the day, and all the U-hauls had not been removed. A separate Special Use Application for vehicular sales would be required in order to have the U-Hauls on the property.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 23, 2025

Subject: Updated Job Classification and Grade

We need to update the Town of Erwin 2025-2026 Job Classification Grade and Schedule to include the full-time employees that we are going to lease to the Erwin Fire and Rescue Department. The proposed changes include nine full-time positions. If we want to add more later, we can do that by just amending this document again.

Attachments:

- Updated 2025-2026 Town of Erwin Job Classification Grade and Schedule

Town of Erwin
Job Classification and Grade 2025-2026

<u>Departments</u>	<u>Number of Positions</u>	<u>Grade</u>
<u>Administration</u>		
Town Manager	1	80
Finance Director	1	71
Town Clerk/Human Resources Director	1	69
Fiscal Specialist/Deputy Town Clerk	1	59
<u>Fire</u>		
Fire Shift Lead	3	62
Firefighter/EMT	6	60
EMT	3	57
<u>Planning</u>		
Town Planner	1	63
Code Enforcement Officer	1	60
<u>Police</u>		
Police Chief	1	73
Lieutenant	1	68
Investigator/Community Officer	2	64
Patrol Sergeant	2	65
Corporal	2	63
Patrol Officer	6	62
School Resource Officer	2	62
Part-Time Patrol Officers	6	

Police Records Specialist/Evidence Tech	1	59
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**Public Works (Administration, Streets
Sanitation, Storm Water)**

Public Works Director	1	70
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Mechanic/Crew Leader	1	57
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Maintenance Worker	1	56
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Heavy Equipment Operator (Sanitation)	0	57
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Heavy Equipment Operator (Street)	2	57
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Part-time	Varies	
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Parks and Recreation

Parks & Recreation Director	1	70
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Athletic Program Director	1	62
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Park Maintenance Specialist	1	58
-----------------------------	---	----

Part-time	Varies	
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Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 23, 2025

Subject: BOA-2025-08

Town Staff have prepared a budget amendment for the current 2024-2025 Fiscal Year budget. The proposed budget increases the expected revenues for the ad valorem and DMV Erwin Fire Tax. It also increases the proposed expenditures for "Contracted Services Fire". Town Staff are requesting that this amendment be approved tonight because the Fiscal Year ends on 6/30/2025.

Attachments:

- BOA-2025-08

BUDGET ORDINANCE AMENDMENT
BOA 2025 – 08
FISCAL YEAR 2024-2025

BE IT ORDAINED by the Governing Board of the Town of Erwin, North Carolina that the following amendments are made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Section 1. This Budget Ordinance Amendment seeks to Increase Revenues and Increase Expenditures by \$17,000. This amendment is intended to increase the Fire Protection Revenues and Fire Contracted Service expenditures to keep the FY 24-25 budget in balance.

Section 2. To amend the General Fund: The Revenues are to be changed as follows:

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3530-024	Fire Protect '24	\$307,670	(+) \$9,000	\$ 316,670
10-3540-024	DMV Fire Protect '24	\$ 39,888	(+) \$8,000	\$ 47,888

Section 3. To amend the General Fund: The Expenditures are to be changed as follows:

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-5300-450	Contracted Serv. Fire	\$ 347,558	(+) \$17,000	\$364,558

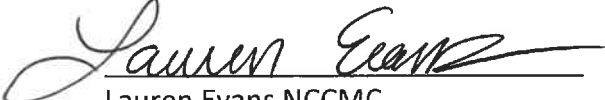
Section 4. Copies of this budget amendment shall be furnished to the Clerk, the Governing Board, the Budget Officer and the Finance Director for their direction.

Adopted this 23rd day of June 2025.



 Randy Baker
 Mayor

ATTEST:



 Lauren Evans NCCMC
 Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 23, 2025

Subject: Ordinance Amending ORD 2024-2025:017

The Town of Erwin approved a voluntary annexation request last year with a clerical error in the ordinance. We found an error in the description of the metes and bounds in the approved ordinance. I apologize I should have caught the mistake before it was approved. Town Staff has reviewed what steps we need to take to fix this mistake. Due to the fact that this involves the description of the metes and bounds in the ordinance we should reschedule a public hearing. Even though the intent of the ordinance was to just approve the four parcels identified in all the other documents found in the agenda packet the approved ordinance included five lots in the annexation due to the information that was turned into the Town of Erwin.

I am currently developing a more formal policy for Town Staff to follow while handling voluntary annexation request to avoid any future mistakes when handling these requests.

Attachments:

- Updated ordinance for voluntary annexation
- Approved ordinance



TOWN OF ERWIN

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

AN ORDINANCE AMENDING ORD 2024-2025: 017 OF THE TOWN OF ERWIN, NORTH CAROLINA ORD 2024-2025: 023

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 Board of Commissioners of the Town of Erwin finds it necessary and appropriate to amend ORD 2024-2025: 017 to correct a clerical error;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Erwin, North Carolina, that:

Section 1. Section 1. of Ordinance ORD 2024-2025: 017 is hereby amended to read as follows:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Erwin as of **June 30, 2025**:

EXHIBIT "A" FOR TURLINGTON-JOHNSON LAND PARTNERS

Being all of Lots **2, 3, 4 and 5**, according to **Map Number 2006-292**, recorded in the Harnett County Registry, entitled "Division Map Prepared For: H & S Land, LLC", Grove Township, Harnett County, North Carolina as surveyed by Jordan-Tew & Associates, P.A., dated December 13, 2005 and revised January 18, 2006, incorporated herein by reference, and made a part of this instrument, to which plat reference is hereby made for a full and complete description. This being the same land conveyed in Deed dated October 19, 2005 to H & S Land, LLC, recorded in Book 2146, Page 177, Harnett County Registry.

Section 2. All ordinances or parts of ordinances in conflict with this amendment are hereby repealed.

Section 3. This ordinance shall be effective upon adoption and publication as required by law.

Adopted this the 7th day of August 2025.

Randy Baker
Mayor

ATTEST:

APPROVED AS TO FORM:

Lauren Evans NCCMC
Town Clerk

Timothy C. Morris
Town Attorney



TOWN OF ERWIN

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

ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF ERWIN, NORTH CAROLINA ORD 2024-2025: 017

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 Mayor and Board of Commissioners of the Town of Erwin has been petitioned under G. S. 160A-31 to annex the area described below; and

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

WHEREAS, the Deputy Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Erwin Municipal Building Town Hall, at 7:00 PM on Thursday, **September 5, 2024**, after due notice by The Daily Record on Friday, **August 23, 2024**; and

WHEREAS, the Mayor and Board of Commissioners of the Town of Erwin find that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Commissioners of Town of Erwin, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Erwin as of June 30, 2025 :

EXHIBIT "A" FOR TURLINGTON-JOHNSON LAND PARTNERS

Being all of Lots 1, 2, 3, 4 and 5, according to **Map Number 2006-292**, recorded in the Harnett County Registry, entitled "Division Map Prepared For: H & S Land, LLC", Grove Township, Harnett County, North Carolina as surveyed by Jordan-Tew & Associates, P.A., dated December 13, 2005 and revised January 18, 2006, incorporated herein by reference, and made a part of this instrument, to which plat reference is hereby made for a full and complete description.

This being the same land conveyed in Deed dated October 19, 2005 to H & S Land, LLC, recorded in Book 2146, Page 177, Harnett County Registry.

Section 2. Upon and after June 30 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Erwin and shall be entitled to the same privileges and benefits as other parts of the Town of Erwin. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

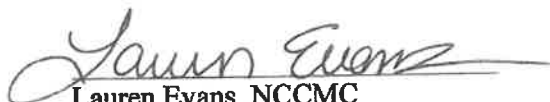
Section 3. The Mayor of the Town of Erwin shall cause to be recorded in the office of the Register of Deeds of Harnett County and the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163.288.1.


Section 4. Notice of adoption of this Ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Town of Erwin.

ADOPTED, this 5th Day of September 2024.

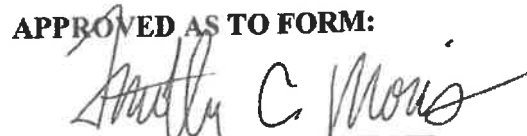


ATTEST:


Lauren Evans NCCMC
Town Clerk


Randy Baker
Mayor

APPROVED AS TO FORM:


Timothy C. Morris, ~~Esq~~ Atty
Town Attorney

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 23, 2025

Subject: SU-2025-002 Approval Letter

Town Planner Dylan Eure has prepared a letter to send to the applicant of SU-2025-002 for their records to state that the special use permit was approved.



TOWN OF ERWIN

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

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

To: Sean Johnson, True Homes
Bryant St Matthews Investments, LLC
Red Pill Partners, LLC

From: Erwin Board of Commissioners

Subject: SU-2025-002 Approval

Date: 7/10/2025

Please accept this letter of correspondence from the Town of Erwin as verification that the special use permit petitioned by Sean Johnson of True Homes to replace the previously permitted 43 attached single-family homes with 37 detached single-family homes with the following dimensional standards: 31ft of road frontage, 3,255 sqft lot sizes, 20ft front setbacks, 3ft side setbacks, 15ft rear setbacks, and 2 parking spaces including the garage space. Said request was an amendment to the already granted Planned Unit Development at Harnett County Tax Pins 1507-33-9627.000, 1507-34-9002.000, 1507-45-1001.000, and 1507-35-0329.000.

After the public hearing concluded at the June 5th regularly scheduled meeting, 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 amended Planned Unit Development with all findings of facts being found in the affirmative.

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

Regards.

ATTEST:

Randy Baker, Mayor

Lauren Evans, NCCMC

MINUTES CONTINUED FROM JUNE 23, 2025

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

ZT-2025-002

Town Planner Dylan Eure stated this request was to rezone 103 4th Street. The parcel was split zoned between B-2 and R-10, with the majority being zoned B-2. The applicant was requesting to have the parcel zoned entirely R-10 to make the use conform to the lot and to expand his home.

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

Chapter 36 Updates

Town Planner Dylan Eure presented the Board with amendments to Chapter 36 which included amendments to Residential Height Regulations to decrease height limitations for high-density residential developments, Mixed Uses and their Buildings to allow for multi/mixed-use facilities to be constructed in appropriate zoning classifications, Fences to differentiate requirements for front/side yards and to provide clarity on the height of fences for lots that may front two streets along with providing additional regulations for fences in front yards, and Animal Services to add animal services as a special use to B-2, clarifying its special use in RD and giving a definition of animal services.

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

GOVERNING COMMENTS

Commissioner Turnage stated there were no improvements to golf cart enforcement.

Commissioner Nelson congratulated the 15U Boys team on their win.

Commissioner Byrd expressed his concern about grass issues. People in Erwin are cutting their front yard and leaving their back yard. He stated that the Gettin' Place had his front yard full of junk again. He stated our Code Enforcement Officer needed to knock on the doors of the problem homes. He thanked the Town Staff for all they do.

Mayor Baker inquired about the process for condemning the home at 601 Lucas Road.

Town Manager Snow Bowden stated Town Staff had run into multiple issues with this home, including cutting the power off. He stated he asked Town Attorney Tim Morris to reach out to the owner, who informed him that she would get it cut off. Due to the customer having a contract with Duke Energy, they will not cut the power off without consent from the owner.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 23, 2025

Subject: SU-2025-003

The Town of Erwin has received an application for a Special Use Permit to operate a vehicular services operation at 2401 Erwin Road. This property has been used for vehicular services in the past. There are no records of a Conditional Use Permit or Special Use Permit ever being issued to the property for vehicular services. Due to the fact that this building stopped being used as a vehicular services facility for several months, the new operators of this facility need to obtain a special use permit to operate a vehicular services facility.

At the time of writing this memo, the current tenant is working with U-Haul to have the U-hauls on that site removed. He has been made aware that he cannot have those U-hauls on that site without an additional special use permit for outdoor storage. According to the applicant the employee with U-Haul told him that site had been used for U-Haul rentals in the past.

Attachments:

- SUP 2025-003 staff memo/report
- SUP 2025-003 application



TOWN OF ERWIN

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

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

7/10/2025

SU-2025-003 **Memorandum**

Special Use and Site Description

A single parcel located by its physical address of 2401 Erwin Rd. with approximately .40 acres of land under the zoning classification of B-2 has requested to have a special use permit authorized for vehicular services. The previous use of said site was for vehicular services of which were established before the Town of Erwin's zoning ordinances. This said, according to Harnett Regional Water's billing system, the previous legal non-conforming use halted in December of 2021 when water services were disconnected. After which, the said site remained unoccupied until March of 2023, when the property's water connection was reestablished. Erwin's Code of Ordinances states that when a non-conforming use is discontinued for a period longer than 180 days, the future use shall conform to the current standards within the Erwin Code of Ordinances. Since the building has sat with no use for more than 180 days, any future vehicular services shall obtain a special use permit in order to continue operation.

Surrounding Land Uses

The surrounding land uses comprise a mix of residential and commercial uses, with the primary commercial use being vehicular sales and vehicular services. To the direct north of the property, at 2302 Erwin Rd. there is an approved conditional use permit for vehicular services and directly to the east is a vehicular sales lot that has an approved conditional use permit on file for vehicular sales. To the west and south, there are primarily single-family homes. To the east, there is an additional vehicular service establishment located at 2100 with an approved conditional use permit that is approximately 750 feet away from 2401 Erwin Rd.

Regards,

Dylan Eure
Town Planner



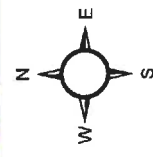
Harnett.org/GIS

May 27, 2025

- County Boundary
- City Limits
- Address Numbers
- 6 - 36

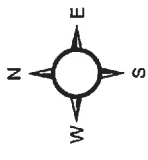
- Gravity
- Force Main
- Road Centerlines
- Parcels

- Watershed HUC12
- Watershed HUC8
- Unnamed Flowline





County Boundary	Gravity	Watershed HUC12	R6
City Limits	Force Main	Watershed HUC8	ETD
Address Numbers	Road Centerlines	Unnamed Flowline	
6 - 36	Parcels	B2	



Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 23, 2025

Subject: ZT-2025-002

Town Staff has received an application to rezone the one parcel located at 103 4th Street. The parcel is currently split zoned between B-2 and R-10. The applicant has requested that this parcel be rezoned fully to R-10 (residential) so they can expand the home. The Planning Board has recommended this rezoning request be approved. The public hearing for the rezoning request is scheduled for our July Town Board meeting.

Attachments :

- ZT-2025-002 staff report
- ZT-2025-002 application



TOWN OF ERWIN

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

5/19/2025

ZT-2025-002 Memorandum

Rezoning Description

The Town of Erwin has received a request to rezone a parcel located by its physical address of 103 4th St, Erwin, NC 28339. Currently, this parcel is split zoned as B-2 and R-10. The said petition would rezone the above parcel to be entirely under R-10 zoning classification. The parcel size is .27 acres and is currently occupied by a single-family residence.

Property Description

A single parcel located at 103 4th St within Erwin's contiguous limits being accessible from a municipal road. The parcel is currently occupied by a single-family residence and is considered non-conforming due to the home being within the B-2 zoning classification. Said rezoning would ensure that the use of a single-family residence conforms to Erwin's Code of Ordinances. The current home does have access and is connected to Harnett Regional's water and sewer lines for services. According to Harnett GIS, the sewer line that the home is connected to is a gravity-fed line with a 6-inch water line. GIS also shows no recorded easements on the property, along with no wetlands or flood zones. The surrounding land uses are primarily single-family residences under the zoning classification of R-10, with some being under the B-2 classification. The remaining parcels that are near the property are commercial, which contain an upholstery business, golf cart services, and a church, under the B-2 zoning district.

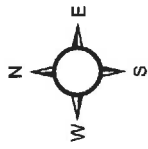
Regards,

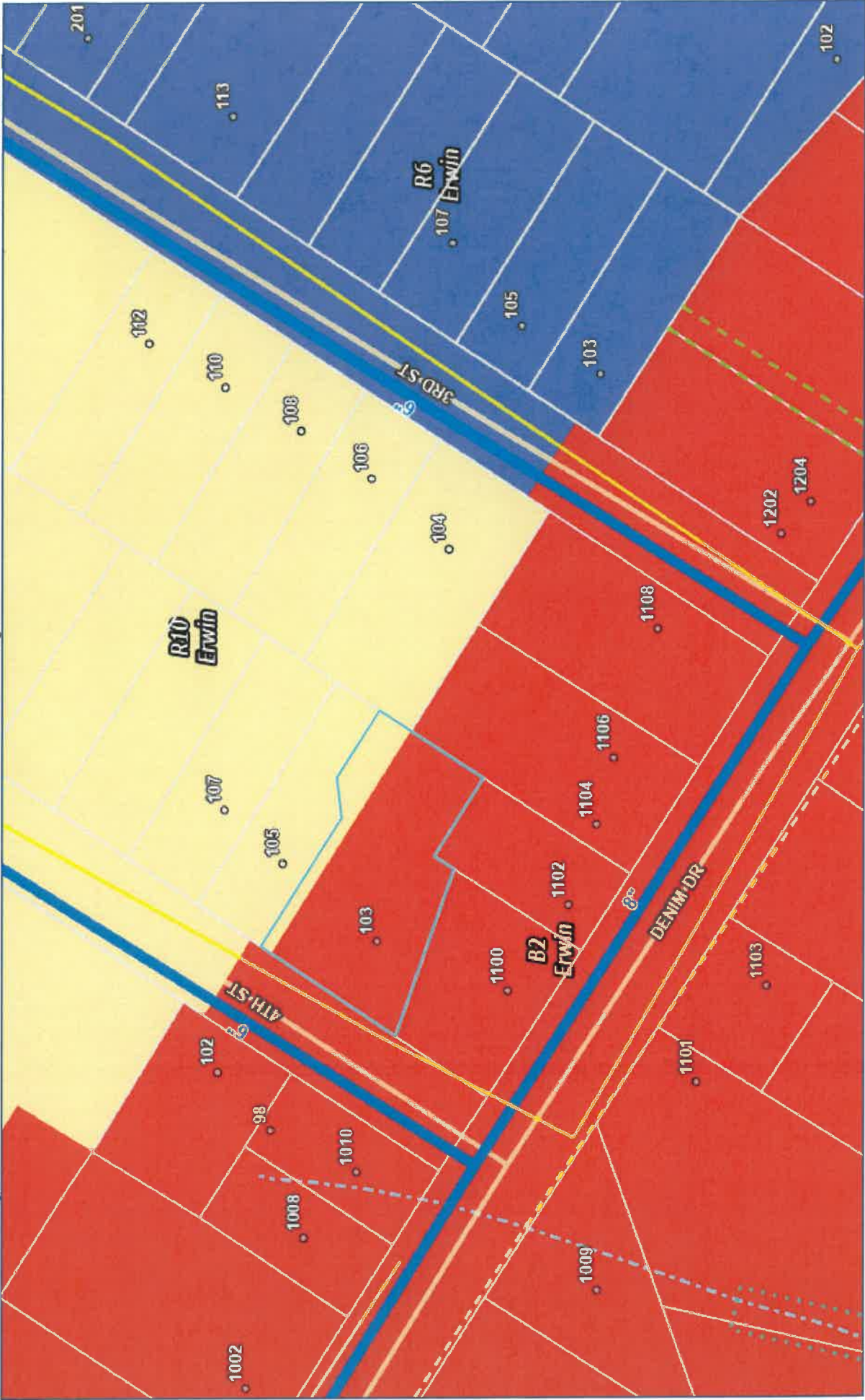
Dylan Eure
Town Planner



Harnett.org/GIS
 May 14, 2025

	County Boundary		Unnamed Flowline
	City Limits		Watershed HUC12
	Address Numbers		Watershed HUC8
	6 - 36		Force Main
	Gravity		Road Centerlines
			Ingress_Egress
			Drainage
			Parcels

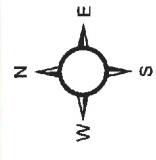




Harnett
COUNTY
NORTH CAROLINA

Harnett.org/GIS
May 14, 2025

County Boundary	Force Main	R10
City Limits	Road Centerlines	R6
Address Numbers	Ingress_Egress	Unnamed Flowline
6 - 36	Drainage	Watershed HUC12
Gravity	Parcels	Watershed HUC8
		ETD
		B2



Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 23, 2025

Subject: Chapter 36 Updates

Our Town Planner Dylan Eure has prepared a few updates to Chapter 36 “Zoning” in our Town Code. The updates include: animal services, residential building height and mixed uses [(residential/commercial uses on the same parcel (where appropriate)]. We have already discussed a few of these updates. The Planning Board has recommended these updates. We have scheduled a public hearing at our July Town Board meeting to discuss these updates.

Attachments:

- Town Staff memo
- Proposed text amendments

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Dylan Eure, Town Planner

Date: J 23, 2025

Subject: Residential Height Regulation Text Amendment

The Town of Erwin Staff wishes to amend its ordinances specifically Chapter 36 Article VII-A Section 36-185 Subsection B (4), Article VII Section 36-175 Subsection B (4), Article VI-A Section 36-156 Subsection B (4), and Article VI Section 36-147 Subsection B (4) for the purpose of decreasing height limitations for high-density residential developments.

Current Regulation:

(4) Maximum building height: 35 feet.

The maximum height of any structure shall be the same as required by the underlying zoning district unless otherwise stated herein. Non-residential buildings located within the areas identified Medium Intensity, High Intensity, Downtown, and Employment Center Land Use Classifications are exempt from the district height requirement if they conform to the following:

- a. Highest point of the building shall not exceed 80 feet.

Proposed Regulation:

(4)Maximum building height: 35 feet.

The maximum height of any structure shall be the same as required by the underlying zoning district unless otherwise stated herein. Non-residential buildings, two-family, multifamily, and townhomes located within the areas identified Medium Density, High Intensity, Downtown, and Employment/ Industry Land Use Classifications are exempt from the district height requirement if they conform to the following:

- a. Highest point of residential townhomes and two-family dwellings shall not exceed 40 feet.
- b. Highest point of residential multifamily shall not exceed 65 feet.
- c. Highest point of nonresidential building shall not exceed 80 feet.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Dylan Eure, Town Planner

Date: J 23, 2025

Subject: Mixed Uses and their Buildings Text Amendment

The Town of Erwin Staff wishes to amend Chapter 36 within Article XV Section 36-416 to allow for multi/mixed-use facilities to be constructed in appropriate zoning classifications.

Current 36-416:

Sec. 36-416. - Relationship of building to lots.

Every building hereafter erected, moved, or structurally altered shall be located on a lot and in no case shall there be more than one principal building and its customary accessory building on a lot except in the following cases:

- (1) Multifamily dwellings in appropriate zoning districts.
- (2) An approved planned unit development or complex of residential or commercial buildings in an appropriate zoning district.
- (3) Institutional or industrial uses such as a school campus, hospital campus, industrial parks, research parks, etc.

Proposed 36-416:

Sec. 36-416. - Relationship of buildings **and uses to lots.**

Every building hereafter erected, moved, or structurally altered shall be located on a lot and in no case shall there be more than one principal building/**use** and its customary accessory building on a lot except in the following cases:

- (1) Multifamily dwellings in appropriate zoning districts.
- (2) An approved planned unit development or complex of residential or commercial buildings in an appropriate zoning district.

(3) Institutional or industrial uses such as a school campus, hospital campus, industrial parks, research parks, etc.

(4) An approved multi-use facility that contains elements of both commercial and residential elements in an approved zoning district.

(5) Multiple complimentary uses that are permitted or considered as a special use in the same zoning district.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Dylan Eure, Town Planner

Date: J 23, 2025

Subject: Fence Text Amendment

The Town of Erwin Staff wishes to amend its fence ordinance specifically Chapter 36 Article XV Section 36-433 Subsection 4 and 6 to differentiate requirements for front/side yards and to provide clarity on the height of fences for lots that may front two streets along with providing additional regulations for fences in front yards.

(4)Maximum height.

D. Fences for front yards shall be measured at the front corner of the structure to the edge of the Right-of-Way. Side fences for side yards shall be measured parallel from the front corner to the rear corner of the structure. Rear fences for rear yards shall be measured from the back corner of the structure to the rear property line.

E. For type A lots on corner parcels that have frontage on two streets the side yard abutting the street may only be permitted to erect a maximum of a 4ft fence.

(6) General fence requirements

G. Location of fence to allow maintenance. No fence shall be erected in any location that prohibits the owner of the property on which said fence is erected from having access, for maintenance purposes, to all sides of such fence.

Fences in yards abutting Right-of-way shall be placed a minimum of 2 ft away from the right-of-way or sidewalk.

Statement of Consistency

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

Statement of Inconsistency (Only when denied)

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

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Dylan Eure, Town Planner

Date: J 23, 2025

Subject: Animal Services Text Amendment

The Town of Erwin Staff wishes to amend Chapter 36 Articles II, IV, and X of the Erwin Code of Ordinances to add animal services as a special use to B-2, clarifying its special use in RD and giving a definition of animal services. The purpose of this is to ensure clarity in the areas of town where animal services can be placed and the scope of their services.

Proposed Definition to be added to Chapter 36 Article II:

Animal Services – refers to the care and treatment of animals, including but not limited to veterinary services, boarding of animals, and the training of animals. This may also include facilities such as animal shelters or kennels. However, this does not include equine stables.

Current Special Use within Chapter 36 Article IV:

- Animal medical care.

Proposed Special Use to replace Chapter 36 Article IV (Rural District- RD):

- Animal medical care
- Animal services

Proposed Special Use to be added to Chapter 36 Article X (Highway Business- B-2)

- Animal services

Statement of Consistency

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

Statement of Inconsistency (Only when denied)

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

MINUTES CONTINUED FROM JUNE 23, 2025

Town Attorney Tim Morris stated he reached out to the owner of 601 Lucas Road, Joann, and informed her that we did not want to sue her, but we will if we have to. The owner stated she needed to get her stuff out of the home, and Mr. Morris informed her she could do that without the power on. She informed him she would have the power disconnected and remove her belongings in a few days.

ADJOURNMENT

Commissioner Turnage made a motion to adjourn at 7:47 P.M. and was seconded by Commissioner Nelson. **The Board voted unanimously.**

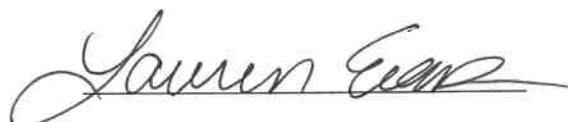
**MINUTES RECORDED AND TYPED BY
LAUREN EVANS TOWN CLERK**

ATTEST:



Randy Baker

Mayor



Lauren Evans, NCCMC

Town Clerk