

**THE ERWIN BOARD OF COMMISSIONERS  
FEBRUARY 2026 REGULAR WORKSHOP  
MONDAY, FEBRUARY 23, 2026 @ 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. Municipal Election Information **(Page 2)**
  - B. BOA 2026-04 **(Page 6)**
  - C. 2026 FAMPO Meeting Schedule **(Page 8)**
  - D. Planning Board Restructuring **(Page 10)**
  - E. Proposed Contract with Pyro Shows East Coast INC. **(Page 14)**
  - F. Proposed Contract with McLamb's Lawn Services **(Page 34)**
  - G. Upcoming Events **(Page 41)**
  - H. Park Expansion Grant **(Page 42)**
  - I. BOA 2026-05 **(Page 45)**
  - J. Mason Drive **(Page 47)**
  - K. Schedule Budget Workshop **(Page 62)**
  - L. Matthews Property Preliminary Major Subdivision **(Page 63)**
  - M. SU-2025-004 Approval Letter **(Page 77)**
  - N. Lots Accessible through Unimproved Roads Text Amendment **(Page 79)**
  - O. Accessory Setbacks Text Amendment **(Page 81)**
  
- 4. GOVERNING COMMENTS**
  
- 5. ADJOURNMENT**

**ERWIN BOARD OF COMMISSIONERS**  
**REGULAR WORKSHOP MINUTES**  
**FEBRUARY 23, 2026**  
**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, February 23, 2026, at 6:00 P.M. in Erwin, North Carolina.

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

Board Member absent was Mayor Pro Tem Ricky Blackmon and Commissioners Timothy Marbell and Charles Byrd.

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

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

**NEW BUSINESS**

**Municipal Election Information**

Town Manager Snow Bowden stated that Town Staff wanted to bring to the Board's attention the possibility of changing our election method. Currently, our election was held before the election day in case there was a need for a runoff. Our current method confuses the general public because many assume we have our elections on voting day. The Towns of Coats, Lillington, and Angier all hold their elections on voting day. The City of Dunn is the only surrounding municipality that holds its election prior to voting day. Years ago, people were a lot more involved in the elections and more competitive, but he no longer sees a need for the current voting method. If the Board were to consider changing the voting method, it would save the Town money and help with voter turnout. The process would require an amendment to our Town Charter.

Commissioner Turnage stated he felt that the Board should move forward with it. In the last election, no one ran against any of the Board members, and very few people voted. He felt that the Board should save as much money as possible.

**MINUTES CONTINUED FROM FEBRUARY 23, 2026**

Commissioner Nelson and Commissioner McKoy stated that they agreed that we needed to move forward with changing the election method.

**The consensus of the Board was to instruct Town Manager Snow to begin the process by consulting with the Town Attorney, present the timeline at an upcoming Town Board Workshop, and schedule the Public Hearing to amend the Town Charter.**

**BOA-2026-04**

Town Manager Snow Bowden informed the Board that this budget amendment would cover the additional cost of our 2025 election. The proposed budget amendment increases the governing board line item by \$13,841 for a total budget of \$23,341.

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

**2026 FAMPO Meeting Schedule**

Town Manager Snow Bowden informed the Board that they have to select someone on the Board to serve on the Fayetteville Metropolitan Planning Organization Technical Advisory Committee for 2026. The meeting was held on the 4<sup>th</sup> Wednesday of the month in Fayetteville. Commissioner Nelson and Commissioner Byrd have already served a year on this committee.

**The consensus of the Board was to revisit this discussion at our Regularly Scheduled Board Meeting in March, when all the Board Members were present.**

**Planning Board Member Restructuring**

Town Manager Snow Bowden stated that the Town Staff is requesting the Town Board to approve three separate motions at our next Board Meeting. These motions include accepting Woodard's resignation from the Planning Board, moving our current In-Town Planning Board Alternate Harold Dean Downing Jr. to a Planning Board Member position, and appointing Grace Ambelas as an In-Town Alternate Planning Board Member.

**The consensus of the Board was to place these items under consent on the agenda for our Regularly Scheduled Board Meeting in March.**

**Proposed Contract with Pyro Shows East Coast INC.**

Town Manager Snow Bowden presented the Board with the contract for the fireworks show on July 3<sup>rd</sup> at Al Woodall Park. The cost was \$31,500. He felt that if we were going to have the Band of Oz and a fireworks show, it needed to be a good show. Our additional sales tax would make up the difference for the funds not raised. A detailed report was included. The company was highly recommended and has a good relationship with the Fire Marshall's office.

# 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: February 23, 2026

Subject: Municipal Election Information

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In your packets is a letter from the Harnett County Board of Elections that discusses the recent 2025 local municipal election. In the letter, you can read the contributing factors contributing to the higher-than-normal costs of the election. One of the main reasons for the higher-than-normal costs was that the City of Dunn did not have a local municipal election in 2025 to share the costs of the election with.

Town Staff wanted to make you aware that we have the option of changing our election method, but we do not have to change our election method if we do not wish to do so. The Town has made two changes to our election method in the past that have benefited the Town of Erwin and our residents.

Town Staff believe that there would be several benefits to changing our election method. Of course, the primary benefit would be the cost savings. Reducing expenses is something that I know all of you take very seriously. But another benefit that I would like to point out is that I think it would help with our voter turnout. Under our current election method, we have our local election on a different day than the typical "election day". This is because our current method requires a runoff election if a candidate does not get 50% or more of the votes for his or her seat. Therefore, our local election is held earlier in the election season, which can be a little confusing. On the actual election day, we have a lot of people call Town Hall to ask about voting, and we must inform them that our election has already taken place.

If the consensus of the Board is to move forward by changing our election method, we will need to start the process to amend our Town Charter. Town Staff is requesting some guidance. We do not have to change our method, but I do feel like there are multiple benefits to changing our election method.

### Attachments:

- Harnett County Board of Elections letter
  - Harnett County Board of Elections 2025 municipal election invoice
-

200 Alexander Dr.  
PO Box 356  
Lillington, NC 27546

Phone: 910-893-7553  
harnettboe@harnett.org  
www.harnett.org

Erwin Town Hall  
PO Box 459  
Erwin, NC 28339

Dear Snow Bowden and Town Council,

Enclosed is the invoice for the **2025 Municipal Election**. The cost for this year's election is higher than in prior years due to several factors:

- The 2021 municipal election was conducted during the 2022 primary election period as a result of Census redistricting, with the County absorbing most of the associated costs.
- The 2023 election did not include a full-town contest or a mayoral race, and expenses were shared with the Town of Dunn.
- In 2025, there was **no Dunn election** to share costs with, so the Town of Erwin bears the full cost of conducting its election.

Currently, Erwin's elections are conducted using the **Election and Runoff method (G.S. 163-293)**. This method requires a majority vote for election and may necessitate a **second (runoff) election** if no candidate receives more than 50% of the votes. As a result, this method can increase both the overall cost and time required to administer your election.

To help reduce future costs, the Town may wish to consider adopting the **Nonpartisan Plurality method (G.S. 163-292)**. Under this method, the candidate receiving the highest number of votes is declared elected, eliminating the need for a runoff. Towns using the Plurality method, such as **Angier, Coats, and Lillington**, are able to share election costs since their elections can be conducted jointly. This change would create both **cost savings and administrative efficiency** for future municipal elections.

## Harnett County Board of Elections

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Any change in election method must be made through an amendment to the Town's charter. We recommend consulting with your **Town Attorney** to review the appropriate procedure and timeline should the Town wish to pursue this option.

Please feel free to contact me if you have any questions regarding the invoice, current election method, or the process for making this adjustment. I'd be happy to provide additional information or examples from other municipalities.

Sincerely,

Claire Jones  
Elections Director



## Harnett County Board of Elections

308 W Duncan Street  
P.O. Box 356  
Lillington, NC 27546

Phone: 910-893-7553  
Fax: 910-893-4655

[www.hamett.org](http://www.hamett.org)

### TOWN OF ERWIN MUNICIPAL INVOICE FOR 10/7/2025 ELECTION

Poll workers: \$19,188.90

Ballots: \$286.37

Programming: \$2,777.46

Credit for filing fees -\$100.00

**TOTAL DUE: = \$22,152.73**

**PAYABLE TO HARNETT COUNTY BOARD OF ELECTIONS**

# 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: February 23, 2026

Subject: BOA 2026-04

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This proposed budget amendment is to cover the additional costs of our local municipal (2025) election. The costs of our local election last year were higher than expected. The cost of the election was \$23,341. The proposed budget amendment increases sales tax revenues by \$13,841.

We will have a separate discussion about potentially starting the process to amend our Town Charter and changing our election method to save funds and potentially help with the entire voting process for our residents.

Attachments:

- BOA 2026-04

**BUDGET ORDINANCE AMENDMENT  
BOA 2026 – 04  
FISCAL YEAR 2025-2026**

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, 2026.

Section 1. This Budget Ordinance Amendment seeks to Increase Revenues and Increase Expenditures by \$13,841. This amendment is to cover the cost of the 2025 Municipal Local Election.

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3450-000	Sales and Use Tax	\$1,129,816	(+) \$13,841	\$1,143,657

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-4100-130	Municipal Election	\$9,500	(+) \$13,841	\$23,341

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 5th day of March 2026.

\_\_\_\_\_  
Randy L. Baker  
Mayor

ATTEST:

\_\_\_\_\_  
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: February 23, 2026

Subject: 2026 FAMPO Meeting Schedule

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We need to select someone to serve on the Fayetteville Metropolitan Planning Organization (FAMPO) Technical Advisory Committee (TAC) for 2026. Both Commissioner Byrd and Commissioner Nelson have already served a year on this committee. The TAC meetings are held in Fayetteville at the Historic Courthouse (130 Gillespie Street Fayetteville, NC 28301). The meeting is held at 9AM on the 4th Wednesday of the month. They are held bi-monthly. I have included a schedule of the meeting dates in this packet.

## 2026 Committees Meeting Schedule

<b>2026 MEETING SCHEDULE</b>			
<b>Board</b>	<b>CAC</b> 8:30 AM Hybrid Meetings	<b>TCC</b> 10:30 AM Hybrid Meetings	<b>TAC</b> 9:00 AM In-Person Meetings
<b>Meets</b>	Bi-monthly 2 <sup>nd</sup> Wednesday	Bi-monthly 2 <sup>nd</sup> Wednesday	Bi-monthly 4 <sup>th</sup> Wednesday (*schedule change due to holiday)
<b>Meeting Dates</b>	January 14, 2026	January 14, 2026	January 28, 2026
	March 11, 2026	March 11, 2026	March 25, 2026
	May 13, 2026	May 13, 2026	May 27, 2026
	July 8, 2026	July 8, 2026	July 22, 2026
	September 9, 2026	September 9, 2026	September 23, 2026
	November 4, 2026	November 4, 2026	November 18, 2026 *

All Meetings to be held at 130 Gillespie St. Fayetteville, NC 28301 Hearing Rm. 3

# 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: February 23, 2026

Subject: Planning Board Member Restructuring

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The Town of Erwin has received an e-mail from Marsha Woodard. Mrs. Woodard needs to resign from her seat on the Planning Board due to other responsibilities at the moment. I told her that we appreciated her time and serving on the Planning Board. Our current In-Town Alternate, Harold Downing Jr., is next in line to take her place.

Moving Mr. Downing up to a Planning Board Member leaves a vacant In-Town Alternate Planning Board Member seat open. Town Staff has received an application from Grace Ambelas to serve on the Planning Board.

### Action recommended:

- Accept Marsha Woodard's resignation
- Move current In-Town Alternate Harold (Dean) Downing Jr. up to a Planning Board Member
- Appoint Grace Ambelas as In-Town Alternate Planning Board Member

## Planning Board

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**From** Marsha Woodard <mjwoodard81@gmail.com>  
**Date** Fri 2/13/2026 8:18 AM  
**To** Katelan Blount <kblount@erwin-nc.org>  
**Cc** Town Erwin Manager <townmanager@erwin-nc.org>

Good Morning Snow and Kate,

It's with some sadness that I find myself writing this letter. I have completely enjoyed and appreciated my time serving the Town of Erwin as a Planning Board Member. Unfortunately, due to other responsibilities I am resigning my position on the Planning Board for the Town of Erwin. I am willing to attend Monday's meeting if a replacement can not be secured by then.

Warmest Regards,  
Marsha Woodard



**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: Harold Dean Downing Jr. Date of Application: 13 March 2025  
 Home Address: 603 Denim Dr. Erwin 28339  
Street Address Town Zip Code  
 Home Phone: 910 261 4908 Business/Other Phone: \_\_\_\_\_  
 FAX Number: \_\_\_\_\_ Email Address: deandowning@gmail.com

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

Date of Birth 8/6/1962 Do you reside within the Town Limits of Erwin:  Yes  No:  
 Occupation: Contractor Length of residence in Erwin: 4 Years \_\_\_\_\_ Months  
Unlimited Building License  
 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.  
We care about the community and have enjoyed being here very much. My wife works in the PD at Betsy Johnson. I am a lifetime resident building contractor.  
 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.**



**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: Grace P. Ambelas Date of Application: 8/19/2025

Home Address: 409 S. 16<sup>th</sup> St Erwin 28339  
Street Address Town Zip Code

Home Phone: Business/Other Phone: \_\_\_\_\_ FAX Number \_\_\_\_\_  
gpa714@yahoo Email Address: 908 489 7153

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

Date of Birth 07/14 1945 you reside within the Town Limits of Erwin: Yes:  No:

Occupation: Registered NURSE Length of residence in Erwin: Years 3 Months \_\_\_\_\_

Have you ever pled guilty to or been found guilty of 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 care about Erwin. I'm concerned about what happens here.

**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.**

## MINUTES CONTINUED FROM FEBRUARY 23, 2026

Mayor Baker asked Town Attorney Tim Morris if he had read the contract and if it was to his satisfaction.

Town Attorney Tim Morris stated that he had read the contract, and it was very impressive.

Town Manager Snow Bowden informed the Board that this show was rain or shine. With this year being the 250<sup>th</sup> Anniversary of America, a lot of places are having events for July 4<sup>th</sup>, and a rain date was just not feasible.

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

### **Proposed Contract with McLamb's Lawn Service**

Town Manager Snow Bowden stated that this was a proposed maintenance contract for our fields at Al Woodall Park to help with fire ant treatment and fertilizing chemicals. In the past, we have always managed these services in-house by purchasing the chemicals with our Recreation Director's pesticide license. After some thought, they decided that the Town could save money by going this route. The money was already allocated in the budget, and we want to make sure the field looks as nice as possible with all the events we are having at the park.

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

### **Upcoming Events**

Town Manager Snow Bowden informed the Board that there were two upcoming events and asked the Board to let Town Clerk Lauren Evans know if they planned to attend. On March 24th, at the Dunn Community Building, starting at 5:30 PM, the Mid-Carolina Regional Council banquet and dinner will be held. Then the North Carolina League of Municipalities will have its Town and State Dinner on April 15<sup>th</sup> in Raleigh, starting at 5:15 PM.

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

Mayor Baker stated that while we were on the subject of events, he wanted to follow up on the email that Town Clerk Lauren Evans sent regarding the Ethics Training for newly reelected members.

Town Clerk Lauren Evans informed the Board that she sent an email informing the four reelected members of the 2025 election that a live virtual Ethics course will be held on May 21<sup>st</sup>. At the time of the meeting, she stated she was not sure what time the course would start, but registration was planned to open the first week in March, and she wanted clear direction from the Board on whether they would like to have the course set up in the Board room or if they would like to take the course separately. She reminded the Board that it is a requirement of all Board Members to take the Ethics Course within 12 months of the election.

Mayor Baker, Commissioner Nelson, and Commissioner McKoy stated they would like to take the course in the Board Room together.

# 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: February 23, 2026

Subject: Proposed Contract with Pyro Shows East Coast INC.

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The Town of Erwin has received the proposed contract for our July 4<sup>th</sup> celebration at Al Woodall Park. As a quick reminder, the event is going to be held on **July 3<sup>rd</sup>** due to that being the most practical day we could schedule the fireworks show with Pyro Show East Coast, Inc. Pyro Show East Coast, Inc was highly recommended by several people in the area. This year there are more places having firework shows in honor of the 250<sup>th</sup> anniversary of America on July 4<sup>th</sup>. As another reminder, we have already booked the Band of Oz for this celebration as well.

The total contract amount is \$31,500. In the current market there is a tariff surcharge. We want to put on a great firework show. The total cost of the show is \$30,000. Based on our current contract the proposed show is going to be 20 minutes with 1,107 total shots. There is a detailed plan in the attached proposal.

### Attachments:

- Detailed report about proposed show
- Contract



# Custom Fireworks **Proposal**

Presented to,  
**Town of Erwin IDC**  
July 3, 2026

Submitted by,  
**Dan Denning**

[pyroshows.com](http://pyroshows.com)



# Your Event

**Town of Erwin Independence Day**

**July 3, 2026**

**9:30 PM Eastern Time**

**\$ 31,500.00**

As a professional firework display company, Pyro Shows' key objectives are to provide a **SAFE** and **EPIC** show! Several factors must align to achieve a successful production at a cost-effective price point for you.

Pyro Shows uses a combination of proprietary methods along with the latest technology.



## Safety

Anytime explosives are handled, safety should be at the absolute top of the priority list. Pyro Shows' company culture begins with safety and exceeds beyond regulatory requirements.



## Innovative Technology

Our firing method for professional displays is a combination of firing equipment developed by Pyro Shows in conjunction with the latest firing systems technology.



## Production Value

We begin with your vision and bring it to life by designing a custom, turn-key production. Our products are carefully selected from reputable suppliers, then tested internally to monitor safety and evaluate performance.



# Insurance & Compliance



## Included

All pyrotechnic permit applications, supporting documents, and processing fees required by:

City	FAA NOTAM
County	USCG
State	State Resource & Mgt Agencies

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## Insurance Coverage

General Liability \$10,000,000

Auto Liability \$10,000,000

Workers Comp \$ 1,000,000

*Workers Comp includes U.S. Longshoreman and Harbormaster coverage.*

## Insurance Agencies:

Britton-Gallagher- Acrisure Partner

E.E. Hill Insurance

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## Compliance

**BATFE**—Bureau Alcohol, Tobacco, Firearms & Explosives

**FAA**—Federal Aviation Administration

**U.S. Coast Guard**

**NFPA 1123 & 1124**

# Seriously Safe



## Pyro Shows Safety Protocols

Although fireworks are fun and festive, Pyro Shows is very serious about safety. Our company culture revolves around “best safety practices” and routine safety training. Safety is not just our job, it’s our number one priority!

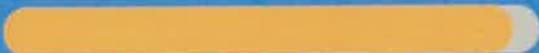
## Check the Facts

We get it. Business is business, but before anyone hires a fireworks company, we encourage fact-checking all firework companies who are contenders! Although it often comes down to dollars and **cents**, choosing the right company should always make **sense**. We recommend considering specific criteria including company experience, reputation, regulatory compliance, customer service, and insurance coverage (general liability, auto, workers compensation). Also, verify the company has a USDOT number and Hazmat Safety Permit, specifically for 1.3g explosives.

### CONTINUOUSLY MONITORED



SAFETY TRAINING

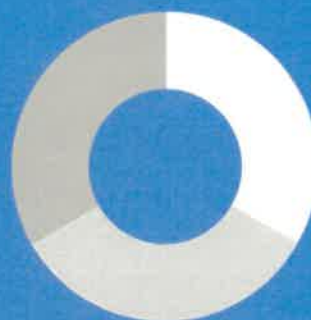


LICENSED PYROTECHS

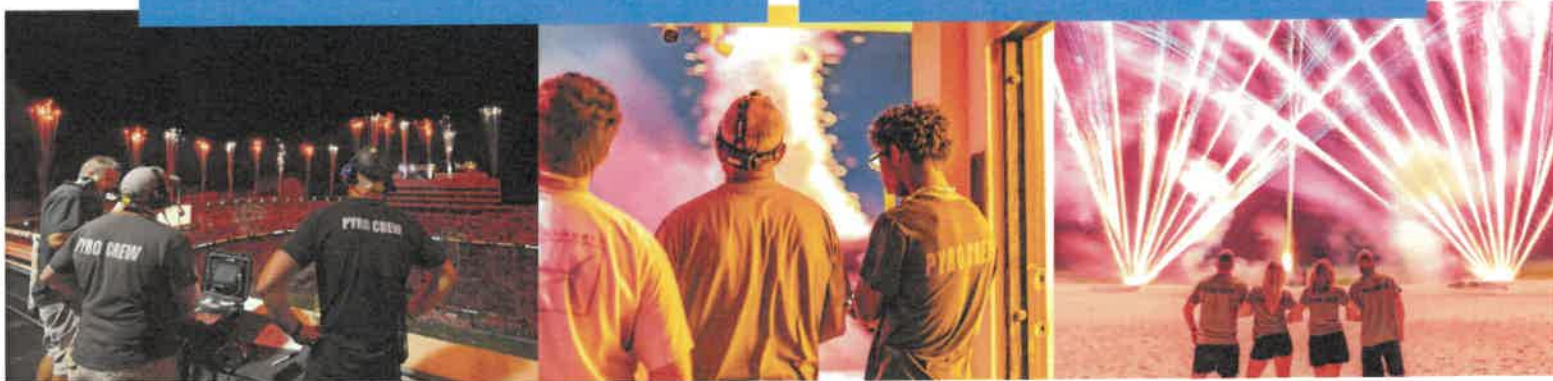


SAFETY COMPLIANCE

### PYROTECH SAFETY CREDENTIALS



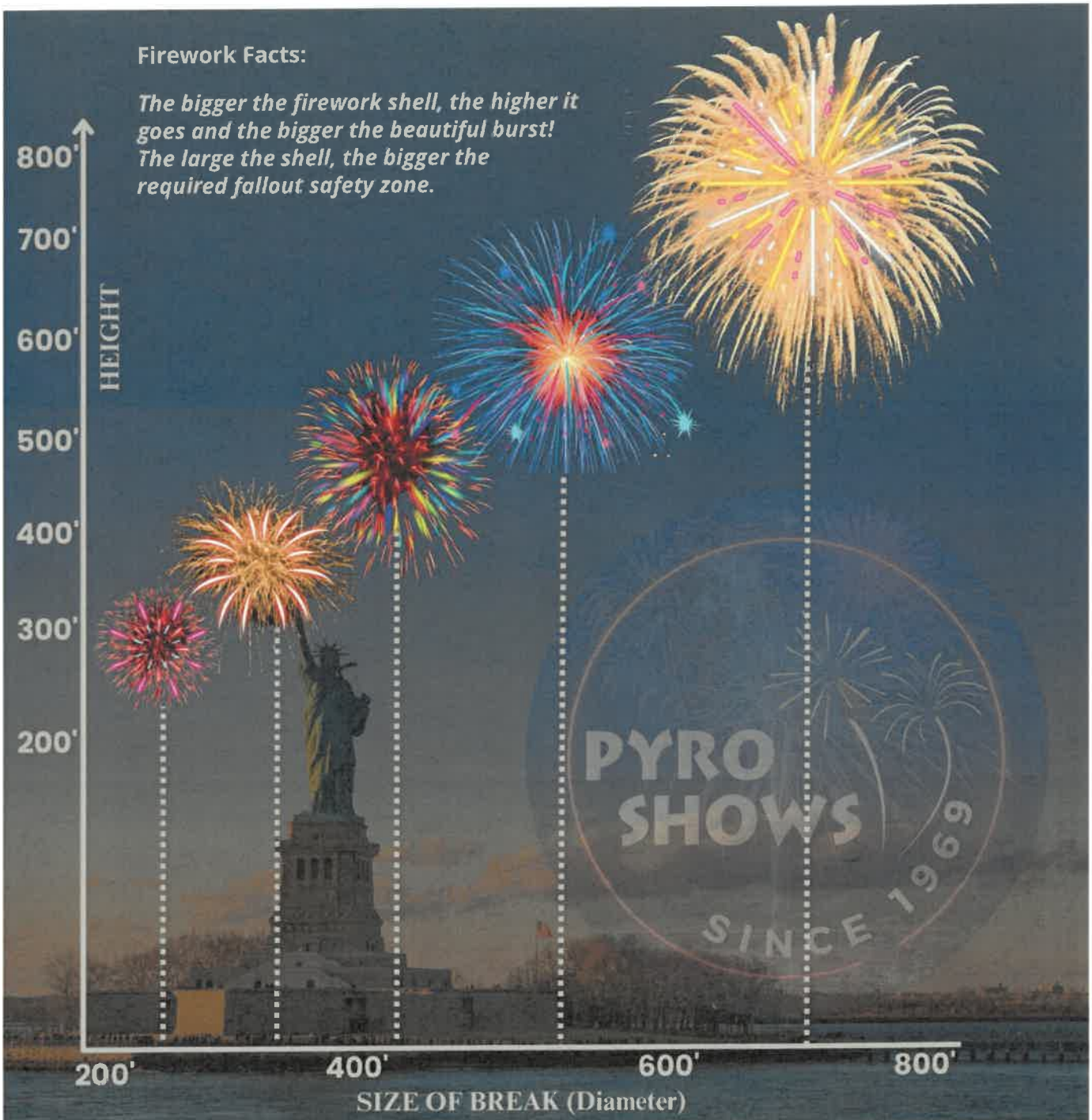
- STATE LICENSED
- CURRENT CE HOURS
- ATF CLEARANCE



# Aerial Shells 101



When you think firework "shell", think of a rounded firecracker that comes in 5 sizes. Check our graphic below. If a 3-inch shell goes 300 feet high and has a 300 foot diameter burst, an 8-inch shell climbs 800 feet with a burst 800 feet in diameter! We've checked your venue with satellite imaging and have determined the largest fireworks that may be



# Show Design



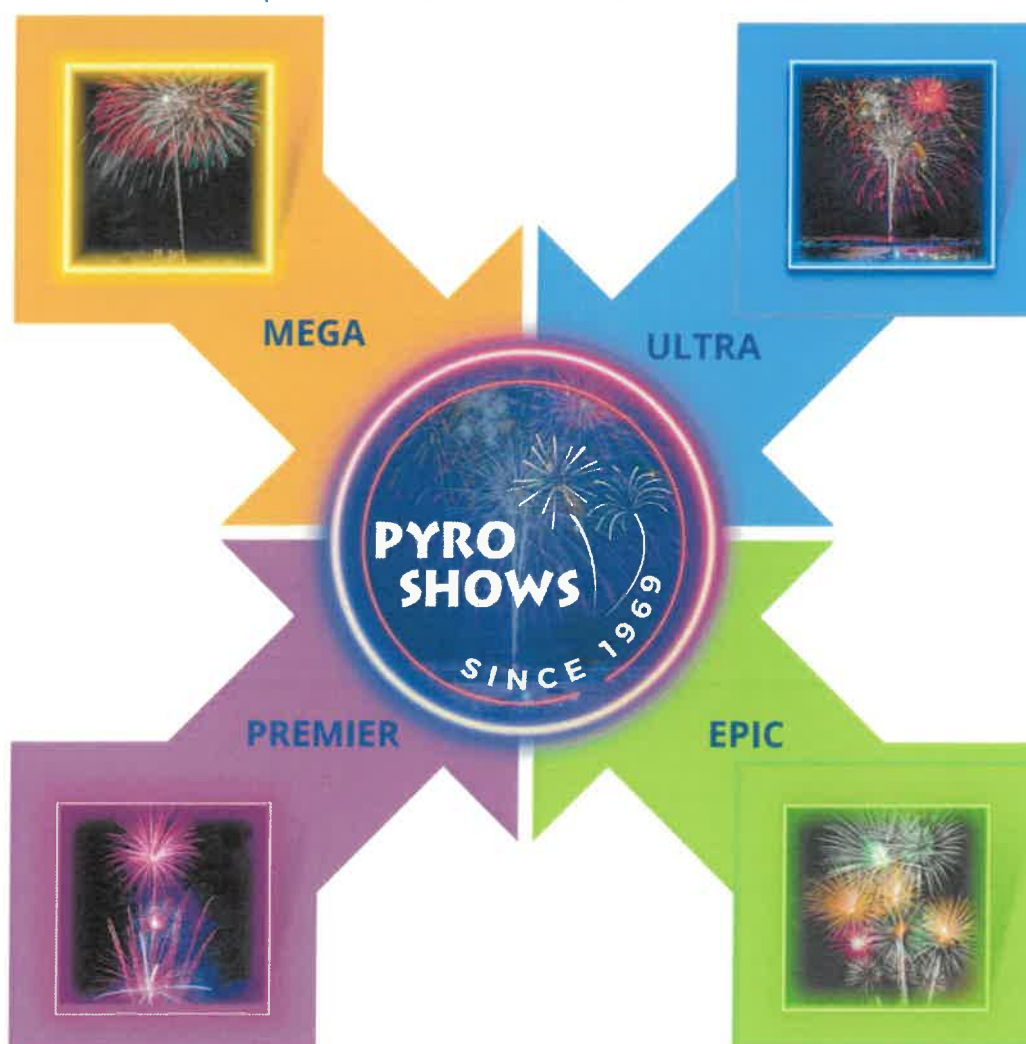
Your custom show has been designed using 4 classifications of visual effects.

**MEGA** effects are classic designs including chrysanthemum, dahlia, and stained glass.

**ULTRA** effects are more intricate multiple effects and are comprised of prestige imported shells.

**PREMIER** effects are the brightest, most vivid colors available and often break with size, pattern, and density of shells twice their size.

**EPIC** effects are multiple effects of two or more shells stacked.





# Shell Summary

A shell summary is an itemization of the number of aerial shells in each specific size that make up the show design. The shells are categorized into two presentations: the Main Body and the Grand Finale.

The Town of Erwin Show Date: July 3, 2026					
Main Body					
Size	Mega Qty	Ultra Qty	Premier QTY	Epic Qty	Sub Total
3" Shell	60	60	60	60	240
4" Shell	56	56	56	57	225
5" Shell	49	49	50	50	198
2.0" Cake	36 Shot Red, White & Blue Peony				72
2.0" Cake	36 Shot Gold Brocade with Tails				72
Grand Finale					
	Mega Qty	Ultra Qty	Premier QTY	Epic Qty	
3" Shell	75	75	75	75	300



# “Cake” Fire-

When we add elements of cake fireworks into the design of a show, this simply means that your audience has a vantage point where they can see effects that begin at ground-level, in addition to fireworks that go hundreds of feet into the sky before they are seen.

Our inventory of cakes consists of a variety of effects, and we are including a sample below to give you a visual idea of color and appearance.

 <p><b>Brocade Crown</b></p> <p>Bright sparkling comets leaving bright gold tails.</p>	 <p><b>Eruption Candles</b></p> <p>Multiple shots fired from one device displaying a beautiful fan effect.</p>	 <p><b>Peacock w/ Thunder</b></p> <p>Fast-paced and very loud attention grabbing results.</p>	 <p><b>Color Tail to Silver Glitter Willow</b></p> <p>Colored comets that break into glittery willow tree effects.</p>	 <p><b>Mixed Color Chrys</b></p> <p>Spherical break of multicolored stars that leave a visible trail.</p>
 <p><b>Multicolor Umbrella</b></p> <p>Bright tri-color bursts and effects are bold and lingering.</p>	 <p><b>Splendid Silver Tail</b></p> <p>Comets of bold hues of red, blue and silver.</p>	 <p><b>Peachblow w/ Lemon Tail</b></p> <p>Yellow and pink comets that sweep lively back and forth.</p>	 <p><b>Assorted Salute</b></p> <p>Salutes are the noise in the grand finale. Very loud and enhance excitement.</p>	 <p><b>Red, White, Blue Peony</b></p> <p>Spherical break of yellow, pink, and orange stars.</p>

# Show Summary



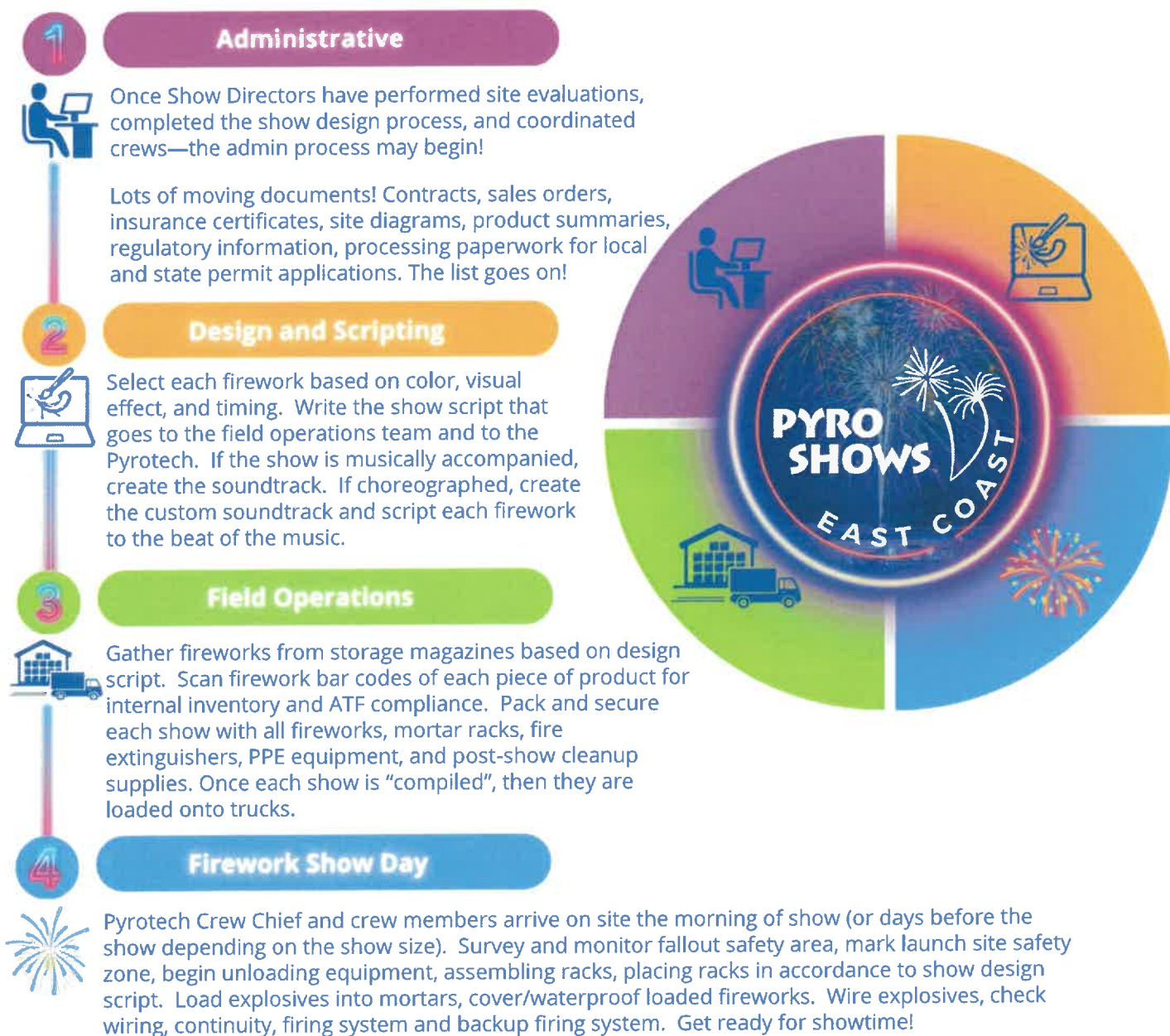
The Show Summary is the total number of main body aerial fireworks, cake effects, and grand finale fireworks that make up the total spectacular show design!

<b>The Town of Erwin</b> Show Date: July 3, 2026 Show Time: 9:30 PM ET Show Duration: 20 Minutes Show Cost: \$31,500	
<b>Description</b>	
<b>Description</b>	<b>Shots</b>
Main Body Display	663
Cake Display	144
Grand Finale Display	300
<b>Total Shots</b>	<b>1107</b>

# Workflow Process

The professional fireworks industry is a very unique industry. For every show we do, whether it's a small birthday party to an extravaganza on the 4th of July, *each show* goes through a workflow of multiple layers.

Here is a **brief** summary of the attention Pyro Shows will give YOUR show!



# PYROfessionals



Superior Customer Service



Satisfaction Guaranteed



Permit Processing



Expertise



\$10M Insurance Coverage



Experience

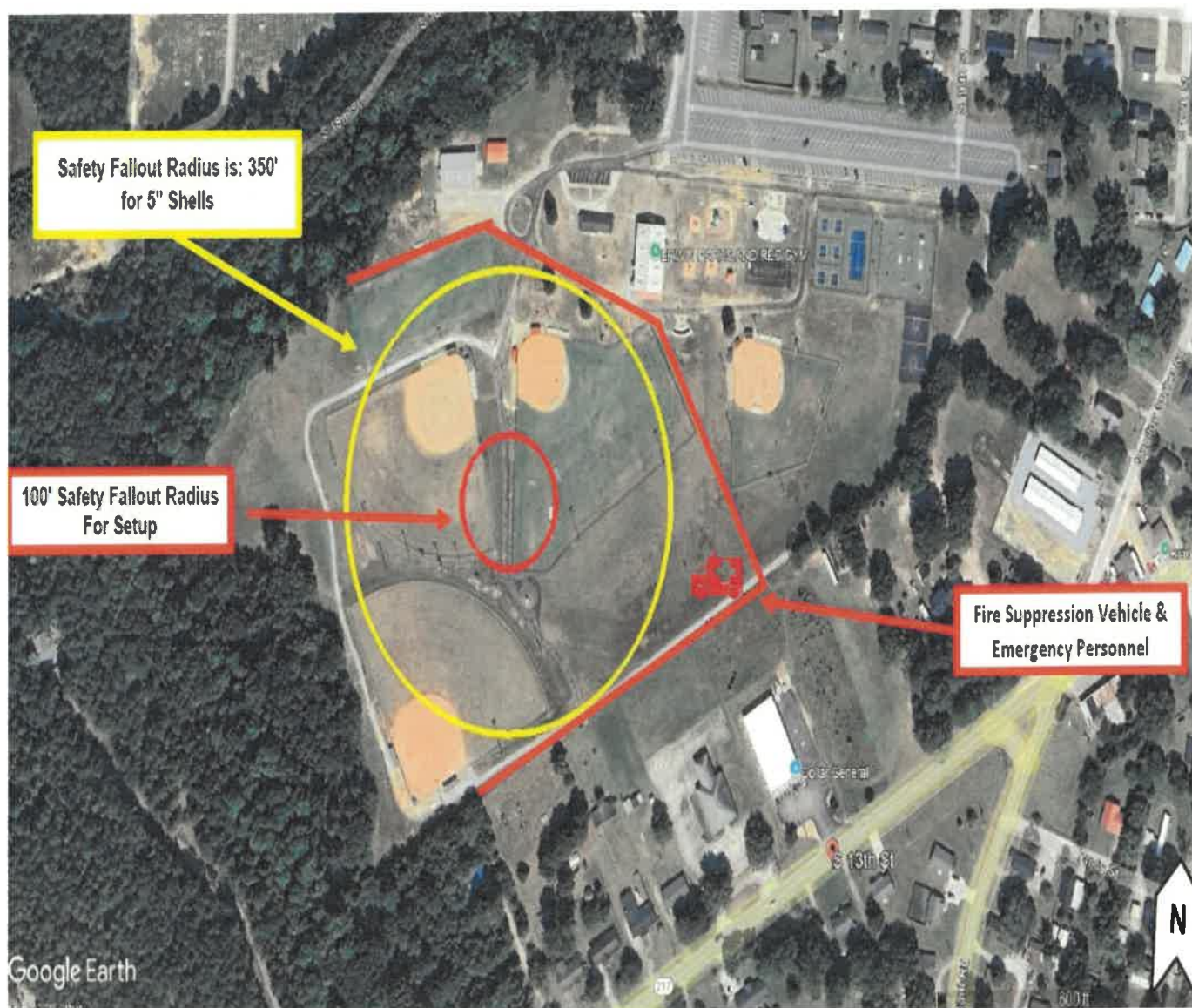
At Pyro Shows, we believe that the mark of a good fireworks company is not the absence of an occasional “dud”, but what **WE DO FOR YOU** if there is a “dud”.

SINCE 1999

# Safety Fallout Zone



Below is a site diagram which is a satellite image of your venue. The circles indicate the safety fallout radius. The safety distance is calculated based on the largest size firework in the show design. A site survey and satellite view confirm we are the required distances away from parking lots, roadways, occupied dwellings, and powerlines.



# Member in Good Standing



Pyro Shows is an active *Member in Good Standing* of the *American Pyrotechnic Association (APA)*. This signifies that we comply with the association rules, by-laws, and code of ethics in the industry of pyrotechnics.

The APA has led the fireworks industry, promoting safety in the design and use of all types of legal fireworks. Its members are committed to safety and regulatory compliance.



THIS IS TO CERTIFY THAT

**Pyro Shows, Inc.**

IS A MEMBER IN GOOD STANDING

FOR THE YEAR 2025

As such, this firm is committed to the American Pyrotechnics Association's mission to preserve, protect, and promote the American tradition of fireworks by encouraging safety in design & use of all types of fireworks and advocating reasonable regulation of the industry.

Michael Ingram – APA President

Julie L. Heckman – APA Executive Director

*Preserving and Promoting an American Tradition*

# Proof of Insurance



Included below is a COI statement of general liability coverage which provides verification that Pyro Shows is insured under a policy with total limits of \$10,000,000.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Acquire Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	<b>CONTACT</b> NAME: _____ PHONE (A/C No. Ext.): 216-658-7100 FAX (A/C No.): 216-658-7101 E-MAIL ADDRESS: info@brittoncallagher.com
<b>INSURED</b> Pyro Shows East Coast Inc. PO Box 1776 LaFollette TN 37766	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Accident Fund Insurance Company of America NAIC # 10166 INSURER B: Texas Insurance Company 16543 INSURER C: Allianz Global Corporate & Specialty SE 7617 INSURER D: HDI GLOBAL SPECIALTY SE 1340041 INSURER E: Continental Indemnity Company 28258 INSURER F: _____

**COVERAGES** CERTIFICATE NUMBER: 571750630 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RSD WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	UNITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		BESGLTSC011501_171105_01	10/31/2025	10/31/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$500,000 MED EXP (Adv one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-COMM AUTOS ONLY		BESCRMNSC011501_171105_01	10/31/2025	10/31/2026	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE		25ABEX0196	10/31/2025	10/31/2026	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE/CLERK/JULIA? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y I M N/A	DAF0000105101 (NC)	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability		18HX3624	10/31/2025	10/31/2026	Each Occ Aggregate Total Limit \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

DISPLAY DATE: TBD  
 ADDITIONAL INSURED: TBD  
 SAMPLE

<b>CERTIFICATE HOLDER</b> SAMPLE Sample Sample NC 12345	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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# Next Steps



We hope you've enjoyed reviewing our ideas for your show and taking a peek into our process that makes it all happen!

Now that you have the show summary and pricing, let's move on to the next steps.



## Ask questions and discuss any desired changes

If you're new to this process, it's typical to have questions so ask away! Remember that customization is key! We will make the changes necessary to bring the vision of your event to life. If you have no questions, then please proceed to the next step.



## Accept the proposal as presented

Contact us via phone and/or email to let us know you're happy with our proposal and are ready to move forward with booking your show!



## Finalize and sign the contract

We will send you a show contract. A signed contract finalizes the specific details of your show and reserves your show date. A signed contract is the document required by our insurance carrier to ensure that you, our customer, and your audience are covered under our General Liability policy.



## Submit an initial deposit payment

The payment terms are agreed upon in advance and referenced in the show contract.



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# Thank you!



We appreciate your interest in fireworks for your event and for considering Pyro Shows East Coast as your fireworks vendor.

Please feel free to reach out to us with any comments or questions. We hope to have the chance to work for you and make your event an **EPIC** one!

The background of the contact section is a vibrant, abstract image of fireworks exploding in shades of red, orange, and yellow. A dark blue rectangular box is centered over the image, containing the text "Contact Us" in white.

## Contact Us



[D.denning@pyroshows.com](mailto:D.denning@pyroshows.com)



910.890.0651



[www.pyroshows.com](http://www.pyroshows.com)



4652 Catawba River Road, Catawba, SC 29704



**PYRO SHOWS EAST COAST, INC.**  
**Contract Agreement**

This Agreement made on Jan 16, 2026, by and between PYRO SHOWS EAST COAST INC., a South Carolina Corporation, whose address is 4652 Catawba River Road, Catawba, South Carolina 29704, with a mailing address at P.O. Box 1776, LaFollette, TN 37766 and hereinafter referred to as "PYRO SHOWS" and Town of Erwin with its principal place of business located at P.O. Box 459 Erwin, NC 28339 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # 26 07-03-C-30000-000050 dated Jan 16, 2026. The Show(s) will be given on July 3, 2026. Rain date/postponement date: **No Rain Date Selected**
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employee(s) of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around the fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.



**PYRO SHOWS EAST COAST, INC.**  
**Contract Agreement**

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Customer to obtain the necessary approval(s). This Agreement is made expressly subject to, and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of South Carolina, and any suit involving this contract shall be brought in the Courts of York County in the State of South Carolina. The Customer hereby submits itself to the jurisdiction of said Courts and waives any rights to initiate proceedings against PYRO SHOWS in any other courts or jurisdictions. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one- and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as an Additional Insured under the terms of this coverage. PYRO SHOWS will provide a Certificate of Insurance. All entities listed on the certificate will be deemed Additional Insured per this contract.
- XIV. TAXES:** Customer shall be responsible for all applicable sales taxes.



PYRO SHOWS EAST COAST, INC.  
Contract Agreement

**PAYMENT TERMS:** Town of Erwin shall pay PYRO SHOWS:

Show Amount	<u>\$ 30,000.00</u>
Tariff Surcharge	<u>\$ 1,500.00</u>
Sales Tax (if applicable)	<u>\$ 0.00</u>
<b>Total Contract Amount</b>	<b><u>\$ 31,500.00</u></b>

Customer shall submit a 50% deposit (**\$ 15,750.00**) upon return of the signed contract by **February 15, 2026**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

**IMPORTANT:** Checks must be made payable to **PYRO SHOWS EAST COAST, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

**PYRO SHOWS EAST COAST, INC.**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Jesse D. Salveson, President

**CUSTOMER**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature Printed Name Title

**WARRANTY EXCLUSIONS**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

# 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: February 23, 2026

Subject: Proposed Contract with McLamb's Lawn Service

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Town Staff wishes to present a maintenance contract for our fields at Al Woodall Park to the Town Board. The proposed contract is with McLamb's Lawn Service. There are funds allocated in the approved budget for field maintenance that can cover these expenses. In the past, we have handled the annual maintenance on our athletic fields at Al Woodall Park. Our fields have always looked good, but we want to ensure that they are in the best shape possible for the upcoming events that we have scheduled at Al Woodall Park. The proposed contract includes testing the soil to ensure that the proper treatments are applied to our fields to keep them in the best shape possible. Town Staff believes that we can make better use of the allocated funds for field maintenance by entering into this agreement with McLamb's Lawn Service. Recreation Staff will continue to mow the fields. This service will include fire ant treatment, fertilization, and soil testing to ensure that the proper applications are applied to our fields.

### Attachments:

- Proposed contract with McLamb's Lawn Service
- Price breakdown model

## Turf Maintenance Contract Town of Erwin

This Turf Maintenance Contract (hereinafter referred to as the "Contract") is entered into as of **Feb. 1, 2026** by and between **Town of Erwin** with a mailing address of **PO Box 459 Erwin, NC 28339** (hereinafter referred to as the "Client") and **McLamb's Lawn Service**, with a mailing address of **1115 Brinkley Road Dunn, NC 28334** (hereinafter referred to as the "Contractor"), collectively referred to as the "Parties," both of whom agree to be bound by this Contract.

1. Purpose. The Client hires the Contractor to provide the following turf-related services: **Annual Maintenance on Athletic Fields to include Pre-emergence, Post-emergence, Fire ant application, and Fertilization. See attached breakdown of treatments and price.**

2. Term. This Contract shall commence upon **February 1, 2026**, as stated above, and will continue until **February 1, 2027**.

3. Location. The Contractor will conduct all turf-related activities at the following address:  
**810 South 16th St., Erwin, NC 28339**

5. Client's Responsibilities. The Client must provide full access to the property within a specified time and inform the Contractor of all subsurface service and utility lines.

6. Materials. The Contractor will provide any needed materials to regularly maintain the Client's landscape.

7. Terms of Agreement. This Contract is in full force and effect from the date of this Contract until this event has finished.

8. Compensation. The Contractor will bill the Client twice annually. Any additional turf-related services must be negotiated between the Contractor and the Client on a case by case basis, with written records documenting each case.

9. Modifications. Any changes and/or modifications to this Contract must be made in writing to be signed by both Parties.

10. Termination. Either party may terminate this Contract at any time by supplying a written notice of termination on a specified date to the other party, with at least two weeks' notice prior to the stated date of termination.

11. Relationship of the Parties. The Contractor is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party. The Parties understand this Contract is not an exclusive arrangement. The Parties agree that they are free to enter into other similar agreements with other parties. The Contractor agrees that they will not enter into any agreements that conflict with their obligations under this Contract.

12. Limitation of Liability. The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Contract by the indemnifying party, its respective successors and assigns that occurs in connection with this Contract. This section remains in full force and effect even after termination of the Contract by its natural termination or the early termination by either party.

13. Legal and Binding Contract. This Contract is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Contract.

14. Entire Agreement. The Parties acknowledge and agree that this Contract represents the entire agreement between the Parties. If the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties. The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

CLIENT

CONTRACTOR

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

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

McLamb's Lawn Service  
1115 Brinkley Road  
Dunn, NC 28334  
910-984-5644

1/18/26

---

Town of Erwin  
Po Box 459  
Erwin, NC 28339

**Field 1**

Field 1 = 24,000 square feet

24,000 square feet @ \$4.50 per 1,000 sq ft =  
\$108.00 per application

6 Treatments per year

(2) Applications of Pre-Emergence,  
Post-Emergence and Fire Ants

(3) Fertilizer Applications

(1) Post-Emergence Application

6 applications per year @ \$108 per application = \$648.00

## **Field 2**

Field 2 = 115,000 square feet

115,000 square feet @ \$4.50 per 1,000 sq ft =  
\$517.50 per application

6 Treatments per year

- (2) Applications of Pre-Emergence,  
Post-Emergence and Fire Ants
- (3) Fertilizer Applications
- (1) Post-Emergence Application

6 applications per year @ \$517.50 per app. = \$3105.00

## **Field 3**

Field 3 = 56,192 square feet

56,192 square feet @ \$4.50 per 1,000 sq ft =  
\$252.00 per application

6 Treatments per year

- (2) Applications of Pre-Emergence,  
Post-Emergence and Fire Ants
- (3) Fertilizer Applications

(1) Post-Emergence Application

6 applications per year @ \$252 per application =  
\$1512.00

**Field 4**

Field 4 = 61,419 square feet

61,419 square feet @ \$4.50 per 1,000 sq ft =  
\$276.00 per application

6 Treatments per year

(2) Applications of Pre-Emergence,  
Post-Emergence and Fire Ants

(3) Fertilizer Applications

(1) Post-Emergence Application

6 applications per year @ \$276 per application =  
\$1656.00

**Field 5 - Practice Field**

Field 5 (Practice field) = 43,000 square feet

43,000 square feet @ \$4.50 per 1,000 sq ft =

\$193.50 per application

6 Treatments per year

(2) Applications of Pre-Emergence,  
Post-Emergence and Fire Ants

(3) Fertilizer Applications

(1) Post-Emergence Application

6 applications per year @ \$193.50 per app. = \$1161.00

All 5 Fields Total per year = \$8,082.00

**MINUTES CONTINUED FROM FEBRUARY 23, 2026**

Town Clerk Lauren Evans stated she would call Commissioner Marbell to let him know.

Commissioner Nelson also informed the Board that Mid-Carolina will be having its 40<sup>th</sup> Annual Senior Games starting in April. The final deadline to sign up would be March 20<sup>th</sup>.

**Park Expansion Grant**

Town Manager Snow Bowden stated that the Town obtained a state grant for park expansion. We were on a tight deadline as the funds must be spent by June 30<sup>th</sup> of this year. He stated the Town used some of the funds for the parking lot expansion, replacing the playground equipment, and purchasing the land behind field 4, which we hoped to close on Friday, February 27<sup>th</sup>. He stated he was requesting to replace the lights on Field 1 or Field 3 with the remaining funds. At the time of the meeting, there was around \$247,841 left to spend on park improvements. These funds could cover the cost of Field 1 and a portion of Field 3. To replace the lights on both fields would be a total of \$490,629. These lights needed to be replaced and were a safety issue.

Mayor Baker asked if we could use funding from economic development to put the lights on field 3.

Town Manager Snow Bowden stated he felt that we could use funds from economic development since the park brings tournaments, which bring people to Erwin.

Commissioner Nelson asked if we could use these funds to start working on the property behind field 4 once we receive the deed to the property.

Town Manager Snow Bowden informed the Board that there are other funds we can use to get the property cleaned up, and the first step is to have the home inspected for asbestos, have any asbestos abated, tear down the home, and get the lot cleaned up.

**The consensus of the Board was to move forward and provide the Board with an update at our Regularly Scheduled Board Meeting in March.**

Mayor Baker expressed the importance of getting all these projects done in Erwin.

Commissioner Nelson asked Town Manager Snow Bowden about using funds to purchase a stage.

Discussion continued among the Board.

Town Manager Snow Bowden stated he will look into our options for purchasing a stage and will have an update for the Board at our Regularly Scheduled Board Meeting in March.

Mayor Baker stated that all these events we are having are economic development. We have over half a million dollars in Economic Development that we have not expended. He stated that the Town of Erwin was given a million dollars of grant money to use to better Erwin, and we are about to lose it due to the lack of getting it done. We have from now until June 30<sup>th</sup> to come up with a plan. He recommended putting the lights on fields 1 and 3 and using part of the Economic Development fund to light up the back field and bring tournaments to Erwin. He stated that we made improvements to the community building, we have nice bathrooms and a nice sitting area, but we still have a kitchen sitting there that we have not done anything to fix. We now have until June 30<sup>th</sup> to put that plan in motion.

**MINUTES CONTINUED FROM FEBRUARY 23, 2026**

Commissioner Nelson stated he agreed that we needed to put poles and lights on the fields at Al Woodall Park, and if we have the funding, purchase a mobile stage.

Commissioner McKoy stated he felt the mobile stage was best. We do not need to lose or waste any time or money.

**The consensus of the Board was to instruct Town Manager Snow Bowden to see what we can fund and have completed by June 30<sup>th</sup>, so that we do not lose any funding allocated to the Town of Erwin.**

**BOA 2026-05**

Town Manager Snow Bowden stated that the Town Staff was requesting to allocate funds to the Erwin Area Chamber of Commerce. New leadership was taking over the Chamber soon, and we want to help the Erwin Area Chamber of Commerce grow. They need a computer; the old computer was the property of the previous president, and the computer prior to that was donated by another previous president. We want to support giving new life to the Erwin Area Chamber of Commerce. The proposed budget amendment would increase sales tax revenues by an additional \$10,000.

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

**Mason Drive**

Town Manager Snow Bowden informed the Board that Mason Drive was never completed to the best of his knowledge. The unopened section of Mason Drive would be used to access two parcels that are currently vacant. He asked the Board to consider completing this unopened section of Mason Drive.

Mayor Baker asked if there were other unpaved roads in Town.

Town Manager Snow Bowden stated that Town Staff had been doing some research and had not found anything else in Town like Mason Drive.

Mayor Baker stated he felt it was the Town's responsibility to complete Mason Drive.

Town Manager Snow Bowden presented the Board with a proposal from Withers Ravenel totaling \$79,200 to survey the area and design the road, and oversee the construction if the Board wishes to move forward.

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

**Schedule Budget Workshop**

Town Manager Snow Bowden stated that Town Staff would like to schedule our first budget workshop for the new fiscal year. We have a lot to discuss this year, including the Stormwater Management Plan, ADA Transition Plan, Bike Pedestrian Plan, Capital Improvement Plan, and requests from Department Heads. This will be the first year that we will not have any funds from the American Rescue Plan. It is also a tax reevaluation year.

# 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: February 23, 2026

Subject: Upcoming Events

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The annual Mid-Carolina Regional Council banquet will be held on March 24<sup>th</sup>, 2026, at the Dunn Community Center starting at 5:30 PM. I just wanted to make all of you aware of this upcoming event. As soon as we know what day we need to RSVP by, we will let you know.

The annual North Carolina League of Municipalities (NCLM) dinner for our region will be held on Wednesday, April 15<sup>th</sup>, in Raleigh. It starts around 5:15 PM. They have not opened the registration yet, but we wanted to go ahead and share this with all of you to gauge your interest in attending. Last year, the NCLM only held one dinner in Raleigh, and it sold out rather quickly. This year, the NCLM is holding regional dinners again, so it might not sell out as quickly, but we wanted to make sure you can attend if you wish to do so.

# 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: February 23, 2026

Subject: Park Expansion Grant

---

The Town of Erwin received a grant for park expansion from the State of North Carolina. There is a tight timeline on this grant. We have used a portion of this grant to build the additional parking lot at Al Woodall Park and to install the new playground equipment at Al Woodall Park. We have also used a portion of this grant to purchase property that is adjacent to Field #4. We had planned on doing some other projects with this grant, but we have run out of time and are on a tight deadline.

At the moment, we have around \$247,841 to spend on park improvements. The field lights on Field #1 and Field #3 are in serious need of replacement. Field #1 is a higher priority than Field #3. We could replace the lights on both fields for a total of \$490,629. Or we could just complete one of these fields and use the remaining funds from this grant before June 30<sup>th</sup> on some other needed improvements.

The quote included in this packet is from Sourcewell. We are going to need to replace the lights on both fields very soon. As you can see, they are very expensive to replace. We replaced the lights on Field #2 a few years ago with the PART-F grant that the Town received. If the consensus is to go ahead and replace the lights on both fields, this would require the Town to take some funds out of another fund. We could use a portion of the community enhancement fund or other savings. The amount we would need to take out is \$242,788. I can see if we can use the economic development grant that we have for this expense as well.

Date: February 7, 2026

Project: Al Woodall Fields 1 & 3  
Erwin, NC  
Ref: 249251

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027  
Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

<b>Field 1 / 205'x216'x210' / 50-30FC .....</b>	<b>\$ 218,693</b>
<b>Field 3 / 290'x290'x290' / 50-30FC.....</b>	<b>\$ 289,032</b>
<b>Both Fields Completed Together.....</b>	<b>\$ 490,629</b>

*Includes tax, labor, and unloading of the equipment.  
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

Light-Structure System with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels and uniformity
- BallTracker™ technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker™ luminaires

Control Systems and Services

- Lighting contactor cabinet to provide onsite on/off control
- Control-Link® Control and Monitoring system to provide remote on/off control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Reduction of energy and maintenance costs by 40% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL



### ***Delivery Timing***

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8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### ***Notes***

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Quote is based on:

- Shipment of entire project together to one location.
- Structural code and wind speed = 2015 IBC, 120 mph, Exposure C, Importance Factor 1.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brad Marolf  
Sales Representative  
Musco Sports Lighting, LLC  
Phone: 336-813-0194  
E-mail: Brad.Marolf@Musco.com



# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: February 23, 2026

Subject: BOA 2026-05

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This proposed budget amendment allocates funds of \$10,000 for the Erwin Area Chamber of Commerce. The proposed budget amendment is based off the other proposed budget amendment that was presented a little earlier tonight. This proposed budget amendment proposes increasing sales tax revenues by an additional \$10,000.

### Attachments:

· BOA-2026-005

**BUDGET ORDINANCE AMENDMENT  
BOA 2026 – 05  
FISCAL YEAR 2025-2026**

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, 2026.

Section 1. This Budget Ordinance Amendment seeks to Increase Revenues and Increase Expenditures by \$10,000. This amendment is to budget for additional Sales Tax Revenues and expenditures for the Erwin Chamber of Commerce.

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3450-000	Sales and Use Tax	\$1,143,657	(+) \$10,000	\$1,153,657

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-4201-845	Erwin Chamber	\$0	(+) \$10,000	\$10,000

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 5<sup>th</sup> day of March 2026.

\_\_\_\_\_  
Randy L. Baker  
Mayor

ATTEST:

\_\_\_\_\_  
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: February 23, 2026

Subject: Mason Drive

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There is an unopened section of Mason Drive that was never completed. Mason Drive is a town owned and maintained road even though it states that it is a North Carolina Department of Transportation Road on Harnett County GIS. Based on a quick look at Harnett County GIS it appears that there is a portion of Mason Drive that was never completed. The unopened section of Mason Drive would be used to access two parcels that are currently vacant. To start with, the Town needs to consider completing this unopened section of Mason Drive. I would recommend that we start by surveying the area to ensure that it is our responsibility to complete this section of Mason Drive and that it extends as far as shown on Harnett County GIS. There are two separate surveys that appear to show different lengths.

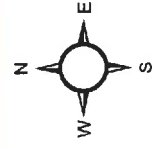
#### Attachments:

- Harnett County GIS image
- Previous surveys
- Withers Ravenel Proposal (\$79,200)

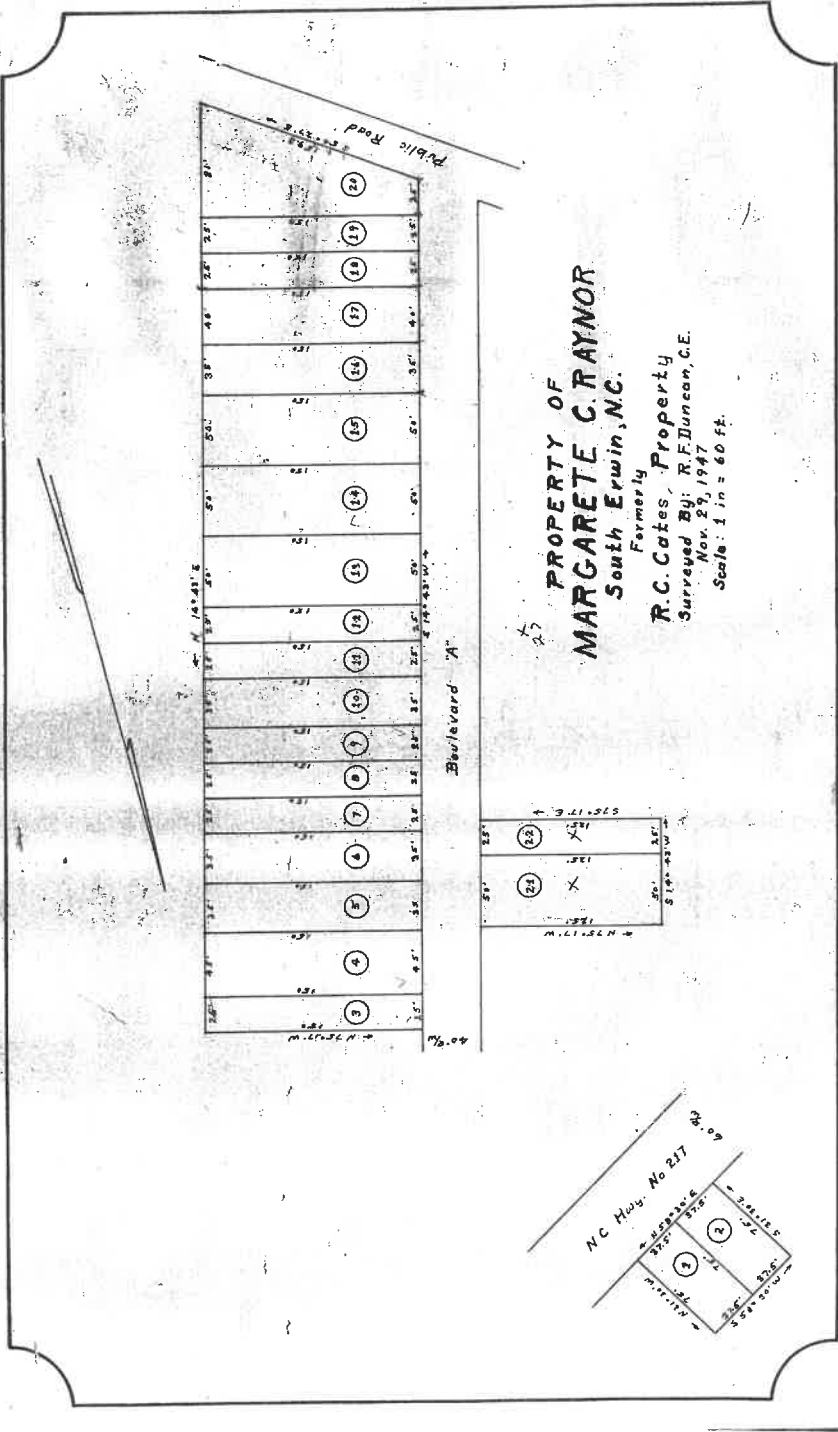


- County Boundary
- City Limits
- Address Numbers
- Road Centerlines

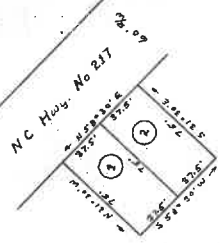
- NC
- Parcels



119



PROPERTY OF  
**MARGARETE C. RAYNOR**  
 Formerly  
 R.C. Cates, Property  
 Surveyed By: R.F. Duncan, C.E.  
 Nov. 27, 1947  
 Scale: 1 in = 60 ft.







February 18, 2026

Snow Bowden, Town Manager  
Town of Erwin  
100 West F Street  
Erwin, NC 28339

**RE: Agreement for Professional Services – Task Order No. 3  
Mason Drive Roadway Design  
Erwin, North Carolina  
WR Project No. 25-0430-003**

Dear Ms. Bowden,

WithersRavenel is pleased to provide the attached Agreement for Professional Services for the Mason Drive Roadway Design Project in Erwin, NC (Harnett County). Thank you for the opportunity to serve the Town of Erwin. Should questions or the need for additional information arise, please do not hesitate to contact me directly at [tkallam@withersravenel.com](mailto:tkallam@withersravenel.com) or via phone at (919) 238-036.

Sincerely,  
WithersRavenel

Ted Kallam, PE  
Senior Project Manager, Funding and Asset Management  
tkallam@withersravenel.com  
Ph. 336.605.3009 | Direct. 919.238.0363

Attachment:

Agreement for Professional Services – Task Order No. 3

115 Mackenan Drive | Cary NC 27511

t: 919.469.3340 | [www.withersravenel.com](http://www.withersravenel.com) | License No. F-1479

Asheville | Cary | Charlotte | Greensboro | Pittsboro | Powells Point | Raleigh | Southern Pines | Wilmington

# **Town of Erwin Erwin, North Carolina Agreement for Professional Services – Task Order No. 3 Mason Drive Roadway Design**

## **A. Preliminary Matters**

This Task Order is hereby included as an addition to and incorporated as part of the Master Services Agreement for On-Call Professional Services signed July 10, 2025, between the Town of Erwin and WithersRavenel, Inc.

All work associated with this Task Order shall be in accordance with the Terms and Conditions of the original Agreement and all specifications are considered in force unless specifically revised herein.

## **B. Project Description**

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Erwin and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the project located in the Town of Erwin, Harnett County, North Carolina.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. Town of Erwin shall be known as the "Client" or "Town";
2. WithersRavenel shall be known as the "Consultant" or "WR";
3. The property and overall project shall be known as the "Project";
4. Harnett County shall be known as "County";
5. North Carolina Department of Transportation shall be known as "NCDOT";
6. North Carolina Department of Environmental Quality shall be known as "NCDEQ";
7. The executed Task Order shall be known as the "Agreement".

The Project will consist of the design of construction plans for approximately 400 Linear Feet (LF) of roadway extension from existing curve of Mason Drive to dead end/end of maintenance. The Project will include plans for grading, storm drainage, aggregate base stone, asphalt (to be installed by later contract), sewer line extension (if needed), and erosion control items.

WithersRavenel (Consultant) will provide consulting services for the Town of Erwin for the design and permitting (if applicable) of the Project in accordance with NCDOT and NCDEQ requirements.

Subconsultant, Benesch, will provide roadway design services.

## C. Scope of Services

Consultant shall provide the services identified under each task below as its "Basic Services" under the Agreement.

### Task 1 - Project Management and Administration

- A. Coordinate and attend a virtual Kick-off Meeting for the Project. All project team members will be introduced; lines of communication will be established; the scope of services will be reviewed and refined, if necessary; and the project schedule will be updated in accordance with the completion dates established in the funding agreement. An assurance will be obtained that everyone involved in the project has a clear understanding of the desired outcomes, necessary deliverables, and the milestone dates. Consultant will coordinate with Town to attend this meeting. In addition, a process will be established for coordination with all stakeholders impacted by the design of the project. (Estimate two (2) representatives from Consultant will attend)
- B. Coordinate with Client's project team and regulatory agencies throughout the course of the project as necessary (estimate four (4) hours per month).
- C. Coordinate submittals to the Client and NCDEQ (if applicable).
- D. Participate in coordination 'Teams' meetings and review meetings (estimate one (1) meeting per month) with the Client and design team during design.
- E. Participate in formal Client meetings (e.g., Council Meetings - estimate two (2) meetings).
- F. Monthly Coordination Calls throughout the project duration (estimate at one (1) hour per month).
- G. Manage internal project processes, communication, and resources.
- H. Quality Assurance and Quality Control (QA/QC) all plans, specifications, and reports prior to submittal.

Note: One (1) Consultant representative will attend meetings - all meetings will be virtual, unless noted otherwise.

### Task 2 - Survey Services - Topographic Survey

- A. WithersRavenel will conduct a Topographic Survey along a portion of Mason Drive as highlighted in red on the image below.
- B. Survey will include:
  - 1. Horizontal control based on NC State Grid, NAD'83(2011);
  - 2. Vertical control based on NAVD'88;
  - 3. Sufficient horizontal and vertical data points (spots and breaks) throughout the project corridor to create a digital terrain model to accurately define existing topography and grades for use in determining earthwork and property impacts;
  - 4. Drainage features including top of bank shots and channel shots with break lines to accurately depict drainage features within the survey limits;
  - 5. Drives- location, type, and width;
  - 6. Parking lots - locations and layout;
  - 7. Buildings - location, type, and size;
  - 8. Guardrail and Fences - location, type, and size;
  - 9. Signs - location, type, and size;



10. Pavement Markings;
  11. Landscape areas, woods lines, all trees in open areas greater than 6" diameter at breast height (dbh);
  12. Storm Drainage - location, size (with sizes labeled on each side of inlet), type, top and invert elevations, inlet and outlet location both inside and outside of survey limits;
  13. Property Lines, Right of Way Lines, and Easement Lines including bearings and distances and property Corners;
  14. Property Owner listing with deed, plat, and tax information;
  15. All visual and overhead utilities including poles, guys, manholes, valves, fire hydrants, splice boxes, transformers, communication cables, etc.
- C. The 3D digital terrain mapping shall be provided in AutoCAD with the applicable TIN or .XML files. Signed and sealed electronic copy in PDF format will also be provided.

### Task 3 - Easement Exhibit Map and Legal Descriptions

- A. WithersRavenel will prepare a legal sized easement exhibit map for various easements up to six (6) parcels of land.
- B. Prepare corresponding legal description for easements in word format.
- C. Completed exhibit will be delivered in digital Adobe (.pdf) format.



## Task 4 - 50% Design Plans

- A. Site Inventory and Analysis
1. Prior to receiving field verified survey information, field observations and available GIS data will be used to begin preliminary property data collection and to identify environmentally sensitive areas within the design corridor. A basic understanding of property ownership, topography, easements, wetland areas, soils, site hydrology, buffers, and adjacent streams will be obtained to begin developing the base mapping. These files will be supplemented by on-site observation and data collection with handheld GPS units. When the data assembly is completed, the site analysis will be performed to identify potential impacts and constraints.
- B. 50% Design Plans
1. Based on the information obtained during the site investigation and analysis, the preliminary roadway alignment will be determined. The information supporting the location will be presented to Client for review and comment. A preliminary opinion of probable cost will be developed.
    - a. 50% Roadway Design Plans will be prepared in MicroStation in accordance with NCDOT standards. This includes one (1) revision to the plans based on comments received from review and regulatory agencies.
    - b. Plans will be 24" x 36" and include the following:
      - i. Cover sheet;
      - ii. Typical sections;
      - iii. Plan/Profile sheets including preliminary horizontal and vertical alignment;
      - iv. Cross sections at 50' interval;
      - v. Standard details.
  2. Utility Coordination:
    - a. Identify utilities located within the project area;
    - b. Coordinate, through the Client, with utility owners to advise them of the project;
    - c. Coordinate, through the Client, with utility owners regarding existing utility infrastructure conflicts with the roadway alignment. If relocations of existing utilities or infrastructure are required, this will be an additional service;
    - d. Distribute 50% Plans to utility owners for review and comment.
  3. Deliverables/Submittals:
    - a. Client:
      - i. One (1) electronic copy (PDF format) for initial and one (1) revised submittal
      - ii. One (1) electronic copy (PDF format) of opinion of probable cost
    - b. Utility Owners:
      - i. One (1) electronic copy (PDF format) to each utility owner
  4. Stormwater Design
    - a. Drainage Improvements: analyses of drainage improvements and potential structures required for grading purposes before final plans are initiated. No design calculations will be provided at this stage.

## Task 5 - 100% Right-Of-Way Design Plans

- A. Upon approval of the 50% Design Plans by the Client, WithersRavenel will prepare the 100% Right-of-Way Design Plans for review and comment. This includes one (1) revision to the plans based on comments received from review and regulatory agencies. The following are part of this task:
- B. 100% Right-of-Way Design Plans: The design will be advanced in accordance with Client, NCDOT, and NCDEQ standards and requirements to produce Right-of-Way Plans that will include the following:
1. Cover sheet;
  2. Typical sections;
  3. Construction details;
  4. Drainage summary;
  5. Plan/Profile sheets including final horizontal and vertical alignment with proposed storm drainage design, along with profile and property lines with proposed right-of-way and easement requirements;
  6. Erosion control plans;
  7. Cross sections at 50' interval;
  8. Final storm drainage: This task assumes minimal stormwater evaluation is warranted. As needed, ditch lines will be designed along both sides of the proposed 'ribbon asphalt pavement'. Cross-line storm drainage will be designed as needed to allow for 'positive drainage';
  9. Retaining Walls: none anticipated;
  10. Review design based on existing and proposed utility locations provided by utility owners. This task does not include utility design or relocation plans.
  11. Distribute Right of Way Plans to utility owners for review and comment.
    - a. Updated opinion of probable cost;
    - b. Updated project schedule;
  12. Deliverables/Submittals:
    - a. Client:
      - i. One (1) electronic copy (PDF format) for initial and one (1) revised submittal;
      - ii. One (1) electronic copy (PDF format) of hydraulic calculations for initial submittal and one (1) revised submittal;
      - iii. One (1) electronic copy (PDF format) of opinion of probable cost.
    - b. Utility Owners:
      - i. One (1) electronic copy (PDF format) to each utility owner.

**Note:** As-built/Record Drawings: Consultant will use construction 'red lines' to provide final as-built/record drawings to the Client.

### Task 6 - Permitting Services (if applicable)

- A. WithersRavenel will make the following submittals and prepare the necessary supporting documents for each of the following submittals as needed:
  - 1. NCDEQ Erosion and Sediment Control
    - a. Includes two (2) submittals to NCDEQ for Land Disturbance Permit and one (1) submittal to NCDEQ/DEMLR Stormwater Program for NCG01 Certificate of Coverage;
    - b. Includes Financial Responsibility / Ownership (FRO) form, checklist, application, narrative, and calculations (if necessary).

### Task 7 - Final Construction Bid Documents

- A. Construction Specifications and Documents: Prepare project manual in accordance with NCDOT requirements. Project Special Provisions will be provided for any items not on the NCDOT Special Provisions list.

Deliverables:

- 1. One (1) electronic copy (PDF format) of final bid document..

### Task 8 - Bidding Services

- A. Consultant will perform public bid phase activities including the following for up to two (2) bid cycles:
  - 1. Prepare bid advertisement (to be posted by the Client) and posted on Quest plan room website;
  - 2. Furnish construction documents to bidders via the Quest plan room;
  - 3. Conduct a pre-bid meeting;
  - 4. Answer contractor questions during bidding;
  - 5. Prepare and issue addenda;
  - 6. Evaluate bids and prepare bid tabulation;
  - 7. Prepare award recommendation to Client;
  - 8. Participate in pre-construction conference.

## D. Timeline for Services

WithersRavenel will begin work as expeditiously as possible upon receipt of executed Agreement. The services outlined in Section C are anticipated to be completed in eight (8) months, depending on Client reviews and approvals.

## E. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents and requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule at the time of additional services contracting. The exclusions are described below but are not limited to the following:

- ▶ Client directed revisions to design or plans beyond what is noted above and after approvals;
- ▶ Stormwater services other than listed above;
- ▶ Entitlement services;

- ▶ Platting other than listed above;
- ▶ Environmental studies/permitting other than listed above;
- ▶ Permitting other than listed above;
- ▶ Permit fees;
- ▶ Specialty or hardscape plans;
- ▶ Pedestrian structure plans;
- ▶ Phase I & II ESA;
- ▶ Irrigation plan;
- ▶ Lighting plan;
- ▶ Earthwork site balance;
- ▶ Traffic impact studies;
- ▶ Utility design or relocation plans;
- ▶ Erosion control/SCM monitoring/inspections;
- ▶ Legal Descriptions;
- ▶ Property Management/Acquisition;
- ▶ Construction Admin and Observation.

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project. Additional requested progress meetings or excluded tasks that are not included in the above listed Scope of Services are considered additional services. Should WithersRavenel be requested to assist with other services, the services will be billed as additional services at the hourly rates in effect at the time of service.

## **F. Client Responsibilities**

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. Preferred communications for Client;
2. Provide representative for communications and decisions;
3. Approval of the preferred alignment before construction drawings are commenced;
4. Assist the Consultant by placing at its disposal all available information pertinent to the Project, including previous inspection data and reports, maps, old drawings, maintenance records and any other data relative to design and construction of the Project;
5. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant;
6. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project;
7. All permit fees;
8. Any legal representation requiring an attorney at law.

## G. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit I. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
Task 1	Project Management and Administration	\$12,000
Task 2	Survey Services - Topographic Survey	\$7,000
Task 3	Easement Exhibit and Legal Descriptions (up to 6 total at \$2,200/parcel)	\$13,200
Task 4	50% Design Plans	\$12,000
Task 5	100% Right of Way Design Plans	\$18,000
Task 6	Permitting Services (if applicable)	\$5,000
Task 7	Final Construction Documents	\$7,000
Task 8	Bidding Services	\$5,000
<b>TOTAL</b>		<b>\$79,200</b>

*(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be reasonably expected during the performance of this agreement.*

Consultant does not expect any expenses related to this project. Should expenses arise, they will be verified with the Client for approval on an as needed basis.

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit I for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
4. The attached Exhibit I, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

### Payment

The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

## H. Acceptance

This agreement is valid for 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and Town of Erwin. All Exhibits identified after the signature blocks below, including the Fee & Expense Schedule (Exhibit I), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL

ACCEPTED BY:

TOWN OF ERWIN

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Brandon Inscore  
Name

\_\_\_\_\_  
Practice Area Lead,  
Funding and Asset Management  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Ted Kallam, P.E.  
Name

\_\_\_\_\_  
Senior Project Manager,  
Funding and Asset Management  
Title

**PREAUDIT STATEMENT:** *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer: \_\_\_\_\_

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

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

Attachment:

Exhibit I: Fee & Expense Schedule

## EXHIBIT I

### 2026 Fee & Expense Schedule

Description	Rate	Description	Rate	Description	Rate
<b>Engineering, Landscape Architecture &amp; Planning</b>		<b>Funding &amp; Asset Management</b>		<b>Environmental</b>	
CAD Technician I	\$ 115	GIS Senior Specialist	\$ 185	Environmental Technician I	\$ 95
CAD Technician II	\$ 130	GIS Specialist	\$ 165	Environmental Technician II	\$ 110
Senior CAD Technician	\$ 155	GIS Technician	\$ 110	Environmental Technician III	\$ 115
Designer I	\$ 145	GIS Analyst I	\$ 135	Environmental Senior Technician	\$ 130
Designer II	\$ 165	GIS Analyst II	\$ 150	Environmental Project Geologist I	\$ 165
Senior Designer	\$ 185	GIS Project Manager	\$ 185	Environmental Project Geologist II	\$ 180
Landscape Architect I	\$ 165	F&AM Assistant Project Manager	\$ 180	Environmental Project Geologist III	\$ 210
Landscape Architect II	\$ 190	F&AM Project Consultant I	\$ 135	Environmental Senior Project Geologist	\$ 230
Landscape Architect III	\$ 215	F&AM Project Consultant II	\$ 145	Environmental Assistant Project Manager	\$ 180
Senior Landscape Architect	\$ 240	F&AM Project Consultant III	\$ 150	Environmental Project Manager	\$ 210
Landscape Designer I	\$ 145	F&AM Project Consultant IV	\$ 155	Environmental Senior Project Manager	\$ 230
Landscape Designer II	\$ 155	F&AM Senior Project Consultant I	\$ 165	Environmental Director	\$ 260
Landscape Designer III	\$ 160	F&AM Senior Project Consultant II	\$ 170	Environmental Project Engineer I	\$ 165
Planning Technician	\$ 130	F&AM Project Manager	\$ 185	Environmental Project Engineer II	\$ 180
Planner I	\$ 140	F&AM Principal	\$ 290	Environmental Project Engineer III	\$ 210
Planner II	\$ 160	F&AM Director	\$ 260	Environmental Senior Project Engineer	\$ 230
Planner III	\$ 185	F&AM Staff Professional I	\$ 80	Environmental Principal	\$ 285
Senior Planner	\$ 195	F&AM Staff Professional II	\$ 130	Environmental Project Scientist I	\$ 165
Senior Technical Planner	\$ 205	F&AM Staff Professional III	\$ 170	Environmental Project Scientist II	\$ 180
Principal Planner	\$ 220	F&AM Staff Professional IV	\$ 215	Environmental Project Scientist III	\$ 210
Project Engineer I	\$ 190	F&AM Senior Project Manager	\$ 240	Environmental Senior Project Scientist	\$ 230
Project Engineer II	\$ 200	F&AM Senior Technical Consultant	\$ 275	Environmental Scientist I	\$ 120
Project Engineer III	\$ 220	<b>Geomatics</b>		Environmental Scientist II	\$ 145
Senior Project Engineer	\$ 255	Geomatics CAD Technician I	\$ 115	Environmental Scientist III	\$ 155
Assistant Project Manager	\$ 200	Geomatics CAD Technician II	\$ 135	Environmental Geologist I	\$ 120
Project Manager I	\$ 220	Geomatics CAD Technician III	\$ 150	Environmental Geologist II	\$ 145
Project Manager II	\$ 230	GIS Survey Technician I	\$ 90	Environmental Geologist III	\$ 155
Project Manager III	\$ 235	GIS Survey Technician II	\$ 115	Environmental Professional I	\$ 120
Senior Project Manager	\$ 240	GIS Survey Technician III	\$ 135	Environmental Professional II	\$ 145
Associate Practice Professional	\$ 75	GIS Survey Lead	\$ 150	Environmental Professional III	\$ 155
Practice Professional I	\$ 155	Geomatics Project Manager I	\$ 185	Environmental Senior Technical Consultant	\$ 255
Practice Professional II	\$ 160	Geomatics Project Manager II	\$ 200	<b>Client Experience</b>	
Practice Professional III	\$ 170	Geomatics Project Manager III	\$ 230	Client Experience Manager	\$ 350
Practice Professional IV	\$ 180	Geomatics Project Professional I	\$ 165	Client Experience Director	\$ 395
Senior Practice Professional	\$ 190	Geomatics Project Professional II	\$ 190	Client Experience Principal	\$ 420
Technical Consultant	\$ 240	Geomatics Principal	\$ 270	<b>Administrative</b>	
Senior Technical Consultant	\$ 280	Geomatics Remote Sensing Crew I	\$ 240	Administrative Assistant	\$ 75
Director	\$ 275	Geomatics Remote Sensing Crew II	\$ 340	Administrative Assistant I	\$ 95
Principal	\$ 290	Geomatics Survey Crew I	\$ 170	Administrative Assistant II	\$ 105
Zoning Specialist	\$ 400	Geomatics Survey Crew II (2 Man)	\$ 195	Administrative Assistant III	\$ 115
<b>Construction Administration</b>		Geomatics Survey Crew III (3 Man)	\$ 255	Marketing Administration I	\$ 105
Resident Project Representative I	\$ 115	Geomatics Senior Manager	\$ 240	Marketing Administration II	\$ 125
Resident Project Representative II	\$ 135	Geomatics Survey Tech I	\$ 70	Marketing Administration III	\$ 135
Resident Project Representative III	\$ 150	Geomatics Survey Tech II	\$ 105	Marketing Administration IV	\$ 145
Senior Resident Project Representative	\$ 160	Geomatics Survey Tech III	\$ 135	Marketing Administration V	\$ 155
Construction Project Professional	\$ 165	Geomatics Survey Tech IV	\$ 145	Director of Marketing	\$ 165
Assistant Construction Project Manager	\$ 170	Geomatics Sr. Technical Consultant	\$ 245	Office Administration	\$ 80
Construction Project Manager I	\$ 180	Geomatics SUE Crew 1	\$ 195	Office Administrator I	\$ 135
Construction Project Manager II	\$ 190	Geomatics SUE Crew 2	\$ 285	Office Administrator II	\$ 140
Construction Project Manager III	\$ 200	<b>Project Coordinators</b>		Office Administrator III	\$ 145
Senior Construction Project Manager	\$ 215	Project Coordinator I	\$ 105	<b>Expenses</b>	
<b>Other</b>		Project Coordinator II	\$ 125	Bond Prints (Per Sheet)	\$ 1.75
Implementation Consultant	\$ 165	Project Coordinator III	\$ 135	Mylar Prints (Per Sheet)	\$ 11.00
Senior Implementation Consultant	\$ 175	Senior Project Coordinator	\$ 145	Mileage	Per IRS
Expert Witness	\$ 400	Lead Project Coordinator	\$ 155	Delivery - Project Specific (Distance & Priority)	
				Subcontractor Fees (Markup)	1.15
				Expenses / Reprod. / Permits (Markup)	1.15

# 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: February 23, 2026

Subject: Schedule Budget Workshop

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Town Staff would like to go ahead and pick a date for our budget retreat. We typically have our first budget meeting in March. I have received all the budget requests from our department heads. We have a lot to discuss this year with some of our on-going projects such as the Storm Water Management Plan, ADA Transition Plan and Bike/Pedestrian Plan. We also need to get serious about some of our planning efforts and other needed capital improvements.

We also need to follow new federal requirements for our town website. After much discussion about this new requirement we feel like starting with a brand-new website would be the best option. Updating our website will address some issues in our ADA plan as well. We must be following the new federal requirements for our website by April 24, 2027.

If one of the proposed dates does not work, we can pick another date. There are a lot of budget requests to go through and having it a little later in March will give me some additional time to get everything ready for our meeting.

### Proposed dates:

- Tuesday, March 24<sup>th</sup> (Mid-Carolina Regional Council event that night)
- Wednesday, March 25<sup>th</sup>
- Thursday, March 26<sup>th</sup>

**MINUTES CONTINUED FROM FEBRUARY 23, 2026**

Mayor Baker, Commissioner Nelson, Commissioner McKoy, and Commissioner Turnage stated that any date would work for them.

**The consensus of the Board was to instruct Town Staff to contact the absent Board Members to see if their schedules conflict with any of the proposed dates and let the Board know of the confirmed date at our Regularly Scheduled Board Meeting in March.**

**Matthews Property Preliminary Major Subdivision**

Town Planner Dylan Eure informed the Board that the Town of Erwin received a preliminary major subdivision plat containing 37 single-family homes to be built at Harnett County Tax PIN 0596-95-4677. They are proposing a right-of-way to be allocated to NCDOT. The proposed lots will have a minimum lot size of 20,000 square feet and be a minimum of 100 ft in width, with the smallest proposed lot size being 20,163 square feet and 145ft in width.

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

**SU-2025-004 Approval Letter**

Town Planner Dylan Eure informed the Board that this was the approval letter affirming the Board's approval of the special use permit for the duplex at 301 West F Street presented to the Town Board at our February Board Meeting.

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

**Lots Accessible through Unimproved Roads Text Amendment**

Town Planner Dylan Eure stated this text amendment addresses lots, primarily in the ETJ, that abut streets that have no dedication, were not dedicated to NCDOT, nor dedicated privately, and never improved. The reasoning of this amendment is to allow orderly development while ensuring adequate access ways to parcels previously platted before Erwin's incorporation.

**The consensus of the Board was to move forward with the Public Hearing scheduled for our T Regularly Scheduled Board Meeting in April.**

**Accessory Setbacks Text Amendment**

Town Planner Dylan Eure stated that this text amendment was requested by the Planning Board to take a relook at our accessory structures and how we regulate those. What is detailed within this text amendment was the increase in what we consider an accessory structure, and more definitions, such as chicken coops, gazebos/pergolas, greenhouses, etc. As well as reducing setbacks in our more dense districts- DMV, R-6, and RMV. The districts currently require 10-foot setbacks, and the

### MINUTES CONTINUED FROM FEBRUARY 23, 2026

Planning Board recommended reducing them to 5 feet. He stated he agreed that, within certain zoning districts, it was hard for certain buildings to meet the current setbacks.

Mayor Baker asked if the size of the building and the setback had been discussed. In Harnett County, any structure 600 square feet or less can have up to 5 feet setbacks, but any structure above that has to meet regulatory setbacks. He also asked if Town Planner Dylan Eure discussed this text amendment with the Police Department or Fire Department.

Town Planner Dylan Eure stated he spoke with the Fire Marshall and Building Code and was informed the only issue would be if the structure were a commercial building and required a greater setback.

Mayor Baker stated a max needed to be placed on the size of the structure. The setbacks were too close in his opinion.

Commissioner Nelson asked Town Staff to look into it more.

Discussion continued among the Board.

**The consensus of the Board was to instruct Town to go back and look at this text amendment, speak with the Fire Department and Police Department, and bring it back before the Board at an upcoming workshop.**

### GOVERNING COMMENTS

Commissioner Turnage informed the Board that he had an appointment coming up and may need surgery. If he has surgery, we will not be able to make the meeting in March.

Commissioner Nelson thanked Town Staff for everything they do. He wanted to encourage the Town Board to support and be involved with the Erwin Area Chamber of Commerce. He thanked Town Attorney Tim Morris for being our Town Attorney.

Commissioner McKoy stated he hoped we could decide on what we will do with K Street. We either need to repair it or block it.

Mayor Baker stated that he echoed that something needs to be done with West K Street. He stated that some things in Erwin are taking too long, and we have to start getting them done. He thanked Town Attorney Tim Morris for being our attorney, but he had some questions for him. He wanted to know where we were on collecting the taxpayers' money we spent to tear the house down at 301 St Matthews Road.

Town Attorney Tim Morris stated that it had not come across him to start the lien proceedings.

Mayor Baker stated that if it was the pleasure of the Board, he would like to instruct Town Attorney Tim Morris to begin those proceedings and bring closure to that property. Next, he wanted to discuss 601 Lucas Road. The owner of this property needs to be taken to court. Once again, if it was the pleasure of the Board, he would like to instruct Town Attorney Tim Morris to bring legal action against the owner of 601 St Matthews Road. We keep saying we cannot tear down the home because she will not turn off the power at the home. The Town Board went through the proper procedures, and we are now being held hostage. The neighbors are concerned about the health hazard, and it needs to be addressed.

# 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: February 23, 2026

Subject: Matthews Property Preliminary Major Subdivision

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The Town of Erwin has received an application for a 37-lot subdivision that would be in our Extraterritorial Jurisdiction (ETJ). The proposed subdivision would be served with water by Harnett Regional Water and will utilize septic tanks for sewage. This proposed subdivision is located off NC HWY 82. It is directly across the street from Hope Lane.

Due to the number of lots created and the installation of new infrastructure, this subdivision is considered a major subdivision. The review process will take place in two phases. The first phase of the review process starts with a review of the preliminary plat. The proposed preliminary plat included in your packet tonight includes all of the information that our Town Code requires to be included on a preliminary plat.

Just a reminder, a few months ago, we added language to our Town Code that requires the Town to send public notice to adjacent property owners whenever the Town receives an application for a major subdivision. Our Town Planner Dylan Eure followed that protocol and mailed the public notice letters to all of the adjacent property owners. The Planning Board recommended this preliminary plat for approval.

Once the preliminary plat is approved, the developer will start obtaining the necessary permits from agencies such as the North Carolina Department of Transportation (NCDOT) and North Carolina Department of Environmental Quality (NCDEQ).

An additional item that I would like to point out is that the voluntary annexation process was brought up at the Planning Board meeting. The layout of the preliminary plat was designed based off the standards in our Town Code for our ETJ. For us to even consider the voluntary annexation process, it would require that the developer redesign the entire proposed development. In addition to that point, the Town is close to the maximum amount of land we can satellite annex. Therefore, we think it is best to proceed with this proposed subdivision remaining in the ETJ.



# TOWN OF ERWIN

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

**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

2/19/2026

## **NC 82: Matthews Property Preliminary Major Subdivision Memorandum**

### **Subdivision Description**

The Town of Erwin has received a preliminary major subdivision plat containing 37 single-family home lots zoned under the rural district zoning classification. (RD) The subdivision includes the dedication of public right-of-ways that contain drainage systems and roads dedicated to NCDOT, along with the extension of public water lines maintained by Harnett Regional Water to service the lots being created by the subdivision. Regarding the subdivision's location, the current parcel lacks a physical address because its use is farmland. However, it can be identified by its Harnett County Tax Pin of 0596-95-4677 and is accessed off NC 82 within Erwin's extraterritorial jurisdiction (ETJ), with corporate limits being a quarter of a mile away. According to the application, the petitioner is Mr. Brian Raynor, and the property owner is ABJ Investments, LLC . The current property size is approximately 27.09 acres, and once subdivided, each lot produced will have a minimum lot size of 20,000 square feet and be a minimum of 100ft in width, with the smallest proposed lot size being 20,163 square feet and 145ft in width. With each lot being serviced by an unground septic system for wastewater due to the lack of sewer in the area. In terms of setbacks, each home will be set back from the front and rear property lines by 40ft, 12ft from the side property lines, and 24ft from the corner side property lines. Also contained on the plat are a 90ft width transmission line easement that no home will be able to be built under, as well as a 10ft utility easement containing all necessary utilities for the development, and a mail kiosk area.

### **Regulation**

Per the Erwin Code of Ordinances subdivision chapter, along with RD zoning classifications, all requirements for the preliminary plat have been met, and the produced residential lots are compliant with all RD zoning regulations, including lot size, lot width, required frontage, and required improvements have been shown.

## Required Improvements

Prior to the beginning of construction and approval of the final plat, the applicant must show that they have received all proper permits from all affiliated agencies, including but not limited to NCDEQ, Harnett Regional Water, Harnett County Fire Marshall, and NCDOT. As well as having completed all improvements, such as the water line extension, road construction, and installation of drainage systems. In terms of approval before the beginning of construction, the applicant must provide approved soil/erosion and stormwater permits from NCDEQ. The applicant must also secure approved encroachment permits from NCDOT for all utilities being brought into the existing right-of-way on NC 82. As well as evidence that the 2 roads proposed that have a 50-foot right-of-way, 20-foot pavement width, drainage ditch system with a 1:3 slope, and average 2 feet of depth, which also features a cul-de-sac, can be accepted by NCDOT. In terms of wastewater, the applicant has produced a soil test that shows the ability to have underground septic systems, with each septic system being approved by Harnett County Environmental.

## Image

Area outlined in blue is the property to be developed and subdivided.





Town of Erwin  
**Zoning Application & Permit**  
 Planning & Inspections Department

Permit #

Rev Sep2014

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

Name of Applicant	Brian Raynor	Property Owner	<del>Shirley Matthews</del> ABJ Investments, LLC
Home Address	2031 Middle Road	Home Address	<del>2016 Rice Road</del> 2031 Middle Rd
City, State, Zip	Fayetteville, NC 28312	City, State, Zip	<del>Sanford, NC 27330</del> Fayetteville, NC 28312
Telephone	910-824-1238	Telephone	910-824-1238
Email	braynor@highlandpaving.com	Email	braynor@highlandpaving.com

Address of Proposed Property		NC 82	
Parcel Identification Number(s) (PIN)	0596-95-4677.000	Estimated Project Cost	
What is the applicant requesting to build / what is the proposed use of the subject property? Be specific.		37 lot single family residential subdivision	
Description of any proposed improvements to the building or property	public streets, extension of public water to service the new lots		
What was the Previous Use of the subject property?	farmland		
Does the Property Access DOT road?	yes, NC 82		
Number of dwelling/structures on the property already	None	Property/Parcel size	27.09
Floodplain SFHA <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Watershed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wetlands <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>MUST</b> circle one that applies to property	Existing/ <u>Proposed Septic System</u> Or Existing/Proposed County/City Sewer		

**Owner/Applicant Must Read and Sign**

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

<u>Brian Raynor</u> Print Name	<u>Brian Raynor</u> Signature of Owner or Representative	<u>1/28/24</u> Date
-----------------------------------	-------------------------------------------------------------	------------------------

**For Office Use**

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

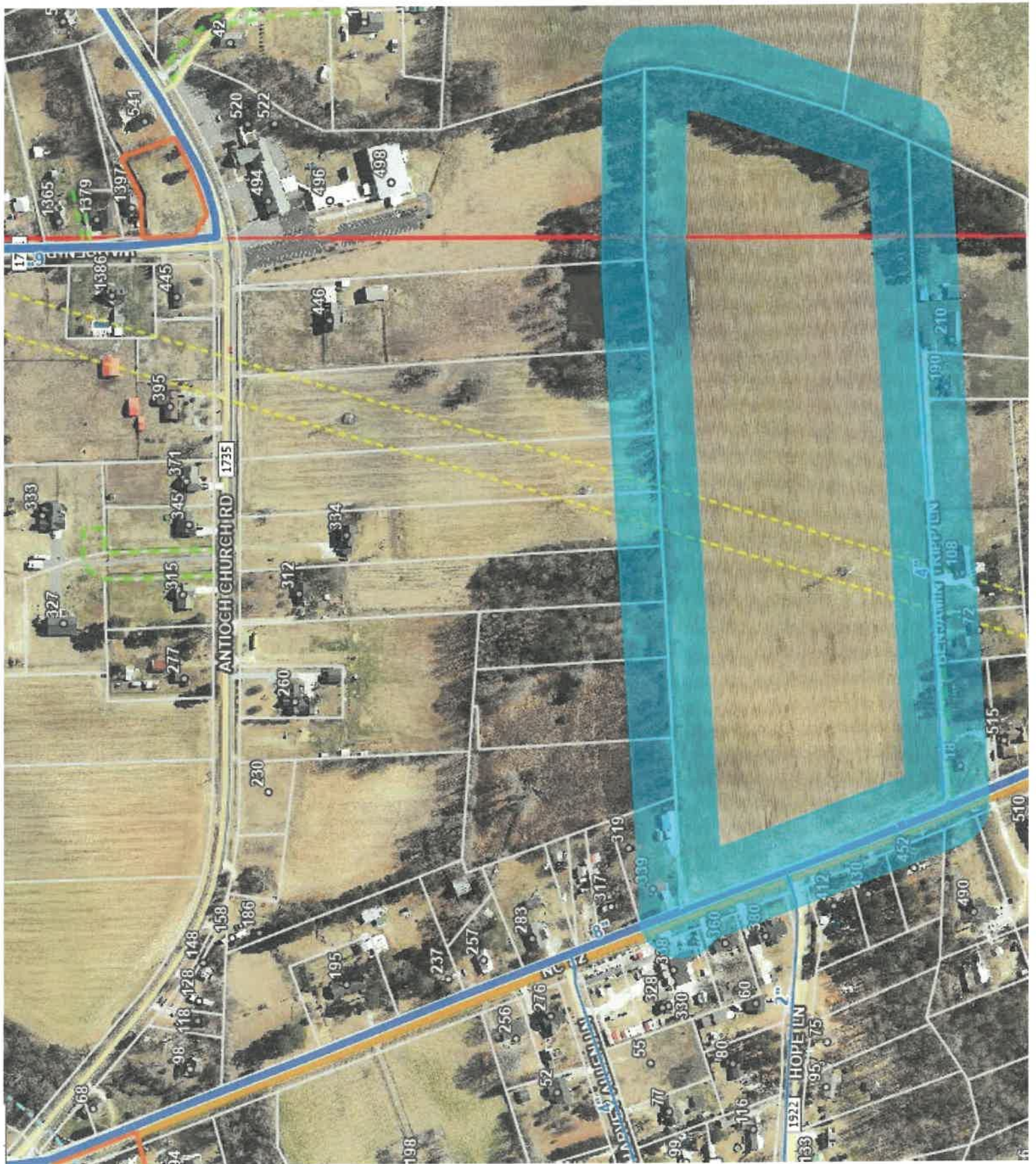
Comments	
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Signature of Town Representative:	Date Approved/Denied:
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# Southeastern Soil & Environmental Associates, Inc.

P.O. Box 9321  
Fayetteville, NC 28311  
Phone/Fax (910) 822-4540  
Email mike@southeasternsoil.com

October 21, 2025

Mr. Brian Raynor  
PO Box 361  
Fayetteville NC 28302

Re: Preliminary soil evaluation for subsurface waste disposal, +/- 28 acres, PIN 0596-95-4677, NC Hwy. 82/Benjamin Tripp Lane, Harnett County, North Carolina

Dear Mr. Raynor,

A preliminary soils investigation has been completed for the above referenced property at your request. The property is located on NC Hwy 82 at an intersection with Benjamin Tripp Lane as illustrated on the accompanying map. The purpose of the investigation was to determine the extent of soil areas that may have the ability to support subsurface waste disposal systems for a proposed residential subdivision. All ratings and determinations were made in accordance with "Onsite Wastewater Rules, 15A NCAC 18E".

Southeastern Soil and Environmental Associates, Inc. (SSEA) performed these soil evaluations in October 2025. SSEA traversed the property and observed landforms (slope, drainage patterns, etc.) as well as soil conditions through the use of hand auger borings and/or soil probes. From these observations and GPS location (accuracy may vary; **not based on a current survey**) the boundaries between usable and unusable soils has been **estimated** on the accompanying maps (scale as shown).

Three distinct soil patterns were observed in the field evaluations. They are described as follow:

Area "A": This area is dominated by soils that are suitable for subsurface waste disposal systems (**with the exception of minor drainageways that are too small to delineate at this scale**). Typically, these soils exhibited 4 or more inches of loamy sand underlain by sandy loams, sandy clay loam, silty clay loams and/or sandy to silty clays to depths of 40 or more inches. Soil wetness, depth, and mineralogy were typically suitable to depths of at least 20 inches. A typical 3-bedroom home (50' x 50' house box) would require approximately 10,000 sq. ft. of this soil area for drainfields and repair areas (exclusive of mandatory setbacks from lot lines, houses, drainage features, etc.).

A typical 4-bedroom home (50' x 50' house box) would require approximately 12,000 sq. ft. of this soil area. (Note: These square footage recommendations assume appropriate topography for a practical septic system layout on topographical contour. Space requirements could increase with difficult topography, irregular lot lines, etc.) Septic system types in these soil areas would typically be conventional/ innovative but could include (low pressure pipe, pump to conventional, low profile chamber, porous panel block, .1957b fill, pretreatment, French Drains, drip irrigation, etc.).

Area "B": Soils in these areas are a **mixture of suitable and unsuitable** due to shallow depths to soil wetness [colors of chroma 2 or less (greater than 13 inches but less than 20 inches from the soil surface)] and/or parent material (less than 18 inches from the soil surface). Because of these shallow depths, **these areas are more likely to have alternative systems (pretreatment and/or drip irrigation) or be completely unsuitable (after further required testing such as hydraulic conductivity, etc.).** **Larger lot sizes (acreage)** in these areas are likely (if additional testing proves alternative septic systems are viable; on a case by case basis). Further soil testing is required upon proposed lot staking to determine the type of septic system required (if applicable) and whether each proposed lot contains enough soil for septic system and repair

Area "C": Soils in these areas are dominantly unsuitable for subsurface waste disposal systems due to poor topography, shallow soil depths to unsuitable parent material, soil wetness [colors of chroma 2 (or less) and/or redox mottles that are less than 12 inches from the soil surface] and/or expansive clay mineralogy. Some of these areas contain "wetlands" that may be protected by the NC Division of Water Resources and/or the US Army Corps of Engineers. You should complete a wetland delineation prior to any site development to ensure exact locations of these protected areas.

**The enclosed map is not based on a current survey [once surveyed, estimations of soil lines may change]. All points were flagged in the field for location by your professional land surveyor. Due to heavy vegetation and/or poor GPS accuracy, estimations of unsuitable soil lines (on maps provided) could vary after further evaluation.**

**Any site grading, rutting, compaction or soil removal in these provisionally suitable soil areas may alter the findings of this report and render sites unusable. Areas for septic disposal must remain undisturbed (no mechanical clearing, stripping, excavation, rutting, compaction or heavy traffic).**

Because individual lots were not surveyed at the time of evaluation, this report does not address any proposed lot(s). This report is to be used as a guide for preliminary subdivision/lot design based on useable soils.

**Prior to submittal of a final plat, Harnett County Environmental Health requires a certification of each lot's suitability for on-site waste disposal by a licensed Soil Scientist. In order to provide that analysis and certification, additional soil borings, testing and design will be required (at separate expense to client; once proposed individual lots are rough staked on the ground). This further analysis will determine whether each proposed lot contains adequate soils that have the ability to assimilate waste under current rules and the type system required. Based on these individual lot evaluations, additional requirements for lot density, lot size and/or configuration would be made to meet current regulatory criteria.**

This report, of course, does not guarantee, constitute or imply any approval, or issuance of permit, as needed by the client from the local health department. Such approval is dependent on individual lot evaluations made after individual lots are staked in the field by the local health department. This report only represents my opinion as a licensed soil scientist. Because of the extreme variability of these soils, SSEA does not guarantee that permitting agencies will agree with these findings (nor permit the intended use).

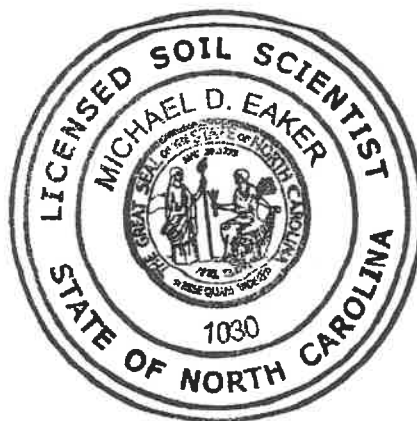
**As with any property, a buyer of any proposed lot should obtain an appropriate septic improvement permit from the local County Health Department prior to making or completing financial obligations or commitments. (A permit from this agency is the only "guarantee" of a site's suitability).**

Southeastern Soil and Environmental Associates, Inc. is pleased to be of service in this matter. We look forward to assisting in additional site analysis needs you may have in the future. Please feel free to call with any questions.

Sincerely,

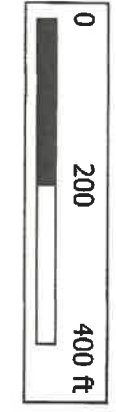
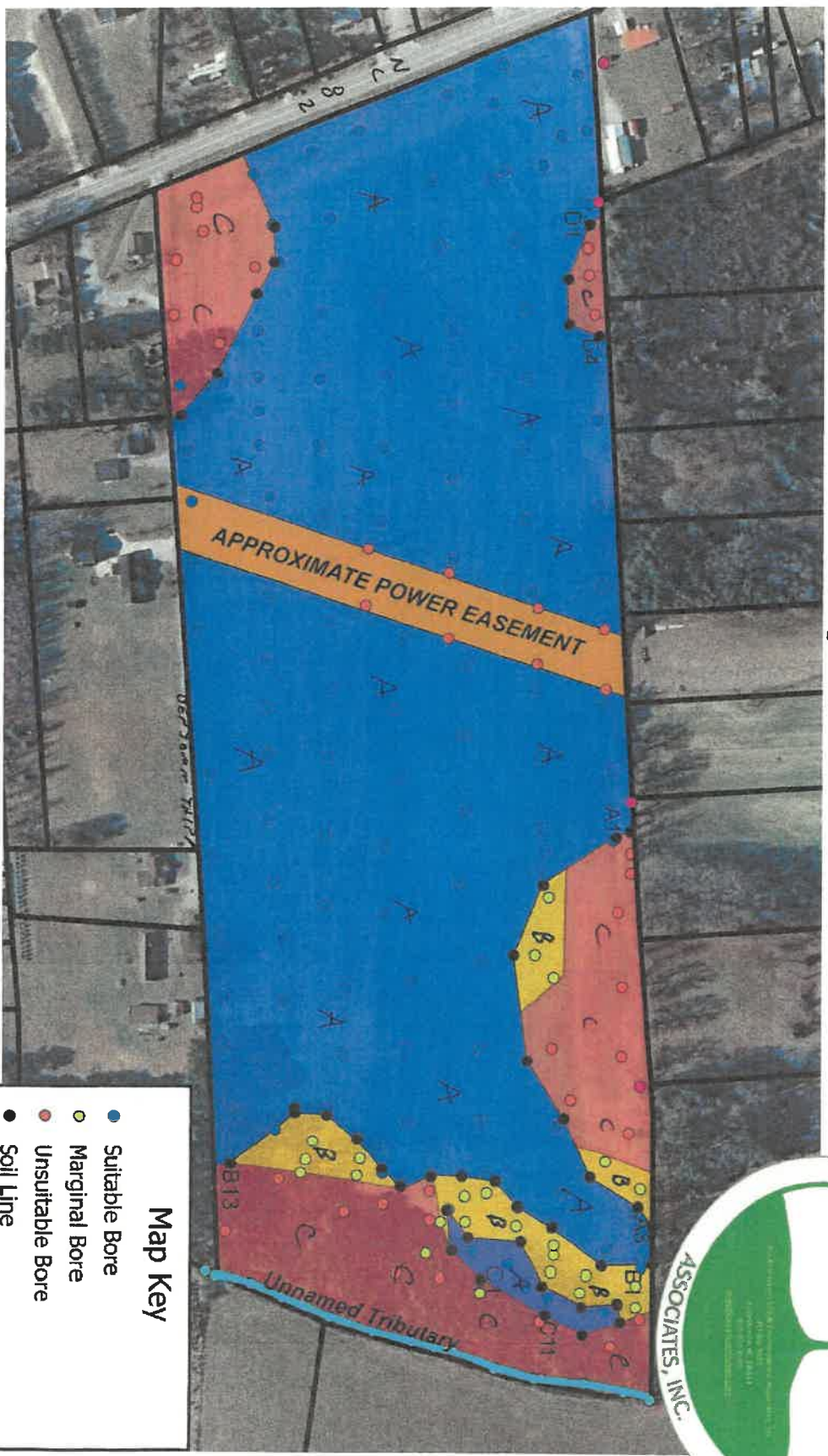


Mike Eaker  
President



Preliminary Soil Evaluation for Septic  
 Client: B. Raynor (Shirley Matthews Parcel)  
 NC PIN- 0596-95-4677 Harnett  
 Staff: B.C. Raynor, J. Kase  
 Field Date: 10/15-10/16/2025  
 Map Date: 10/19/2025

**Southeastern Soil & Environmental Associates, Inc.**  
 PO Box 9321  
 Fayetteville, NC 28311  
 ph: 910-822-4540  
 mike@southeastersoil.com



- Predominately Suitable Soil for Conventional Septic
- Predominately Marginally Suitable (Alternative System)
- Predominately Unsuitable Soil (No Option)
- Tributary Bank (Potential Wetland/Waters Feature)

- Map Key**
- Suitable Bore
  - Marginal Bore
  - Unsuitable Bore
  - Soil Line
  - Surface Water Bank/Boundary
  - EIP/Reference Location

HAMILTON DONNIE CARL &  
HAMILTON BECKY GWYN  
687 HOG HEAVEN LN DUNN, NC  
28334-7146

HAMILTON RONNIE CARL &  
HAMILTON DEBRA LYNN  
473 HOG HEAVEN LN DUNN, NC  
28334

TRIPP BENJAMIN ARTHUR & TRIPP  
PATRICIA NORRIS  
P O BOX 275 ERWIN, NC 28339-0000

HETHER MARY MARGARET TRIPP  
& HETHER JOSHUA LEE  
108 BENJAMINE TRIPP LN DUNN, NC  
28334-5683

WAGONER THOMAS E  
106 BASIN ST DUNN, NC 28334-8403

TRIPP JOHN MARK  
515 NC 82 DUNN, NC 28334-0000

BETHEL UNITED HOLINESS  
CHURCH & c/o DONALD HAIRE  
3362 MEADOW LARK RD DUNN, NC  
28334-9639

FAIRCLOTH PAULA N  
490 HWY 82 DUNN, NC 28334-0000

MURIAS JUAN CARLOS ZUNIGA  
108 S CHARLES ST ROXBORO, NC  
27573-4906

MORRISON BETTY JEAN  
430 HWY 82 DUNN, NC 28334-0000

DARYLL ROBERTS CUSTOM  
PAINTING LLC  
600 NC 27 E LILLINGTON, NC 27546-  
7122

TYNDALL GENTRY & TYNDALL  
MARGARET  
380 NC 82 DUNN, NC 28334-0000

SILLS RENTALS LLC  
338 HIGHWAY 82 DUNN, NC 28334-  
0000

MARSHALL JERRY L & SANS  
MAREAN P  
339 NC 82 DUNN, NC 28334

HAMILTON MICHELE ALLEN  
630 BUMPAS CREEK ACCESS DUNN,  
NC 28334-5778

FAIRCLOTH TIMOTHY SCOTT  
312 ANTIOCH CHURCH RD DUNN, NC  
28334-6472

JACKSON MICHAEL R SR  
309 ST MATTHEWS ERWIN, NC  
28339-0000

SHEA DANIELLE M  
446 ANTIOCH CHURCH RD DUNN, NC  
28334-6470

DAVIS DON TRUSTEE & ANTIOCH  
PENTECOSTAL FREE WILL  
PO BOX 2005 DUNN, NC 28335-2005

ABJ INVESTMENTS LLC  
PO BOX 361 FAYETTEVILLE, NC  
28302-0000

WATSON CODY D  
334 ANTIOCH CHURCH RD DUNN, NC  
28334



# TOWN OF ERWIN

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

01/30/2026

**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

## Public Notice of a Major Subdivision: Preliminary

This letter is to inform you that the Erwin Planning Board will review a preliminary major subdivision on February 16th, 2026 at 7:00 P.M. at the Erwin Town Hall, 100 West F Street, Erwin, North Carolina.

The proposed major subdivision includes one parcel of land that is identified by its Harnett County Tax Pin of 0596-95-4677.000.

Proposed within the major subdivision are new public streets, installation of water lines, and 37 residential home lots with the minimum required lot size being 20,000 square-feet.

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

Regards,

Dylan Eure  
Town Planner

# 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: February 23, 2026

Subject: SU-2025-004 Approval Letter

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This is a standard letter that was prepared by our Town Planner Dylan Eure in reference to the Special Use Permit 2025-004 that was approved at our 2/5/2026 Town Board meeting. This Special Use Permit was for a two-family (duplex) structure to be built at 301 West F Street. As a quick reminder, the applicant will be demolishing the existing single-family structure that is currently on that parcel.

### Attachments:

- SU-2025-004 Approval letter



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

To: Alan Stewart

From: Erwin Board of Commissioners

Subject: SU-2025-004 Approval

Date: 3/05/2026

Please accept this letter of correspondence from the Town of Erwin as verification that the special use permit petitioned by Alan Stewart to allow for a two-family home (duplex) at the address of 301 W F St. was heard by the Erwin Board of Commissioners on February 5<sup>th</sup>, 2026 during a public hearing at their regularly scheduled meeting.

After the public hearing concluded, the Erwin Board of Commissioners engaged in final deliberation, which was followed by a vote of approval of the proposed two-family home at the address of 301 W F St., with the count being five commissioners for approval and one being absent.

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

# 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: February 23, 2026

Subject: Lots Accessible through Unimproved Roads Text Amendment

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Town Staff have prepared a proposed text amendment to address “unimproved roads” in our jurisdiction. Basically, these are roads that are shown on maps/plats that were never built out. Most of these “unimproved roads” do not meet our current standards for development. Most of these roads are in our planning zone. It is possible that we could run into a similar issue inside our Town Limits at some point in the future. The goal of this proposed text amendment is to help with the development of parcels that have already been platted but a road was never installed. There has been a lot of bench marking and research that have gone into the development of this proposed text amendment. It will not address every occurrence of a “unimproved street” that we might encounter but it should address the majority of them.

The Planning Board recommended this text amendment for approval 5-1.

# Erwin Planning Board

## REQUEST FOR CONSIDERATION

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To: Erwin's Planning Board Members  
From: Dylan Eure, Town Planner  
Date: February 23, 2026  
Subject: Lots Accessible through Unimproved Roads Text Amendment

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The Town of Erwin Staff wishes to propose an amendment to Chapter 36 Article XV entitled General Provisions within a reserved section between Sec. 36-446 and Sec. 36-453 to allow the development of parcels that have previously been platted with unimproved access points, as well as requiring improvements to occur to said access points. The reasoning of this amendment is to allow orderly development while ensuring adequate access ways to parcels previously platted before Erwin's incorporation.

### **Proposed Amendment to be included within Sections 36-446:**

#### **Lots Accessed Via Existing Unimproved Streets**

In the event that already platted parcels abut an unimproved street, road, or access way without dedication, the property shall be allowed without a variance to develop on the condition that the parcel meets the current dimensional requirements, setbacks, and height limitations of the zoning district. For access, a 22-foot-wide access way shall be installed, which shall be composed of a minimum of 3 inches of aggregate base and shall reach the farthest property line abutting the said unimproved access way, road, or street. Upon the final zoning inspection of the developing property, the zoning administrator shall ensure that the improved access way has been installed before the issuance of final zoning approval/certificate of occupancy.

In the event that an already platted single parcel abuts an unimproved street, road, or access way without dedication, the property shall be allowed without a variance to develop on the condition that the parcel meets the current dimensional requirements, setbacks, and height limitations of the zoning district. For access, a 10-foot-wide access way shall be installed, which shall be composed of a minimum of 3 inches of aggregate base and shall reach the farthest property line abutting the said unimproved access way, road, or street. Upon the final zoning inspection of the developing property, the zoning administrator shall ensure that the improved access way has been installed before the issuance of final zoning approval/certificate of occupancy.

#### **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. This amendment would best provide regulation from for lots wishing to develop on unimproved roadways. It is recommended that this text amendment be **approved**.

# 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: February 23, 2026

Subject: Accessory Setbacks Text Amendment

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Our Town Planner Dylan Eure has prepared a few proposed updates to our Town Code that involve accessory structures/uses. The prepared updates have been made to address some concerns that have been brought to our attention. There are several proposed changes to our existing Town Code involving accessory structures/uses that I will let Mr. Eure explain in more detail. The Erwin Planning Board has recommended these updates for approval. In order to move forward with these proposed updates we will need to schedule a public hearing before we can approve an ordinance to amend our Town Code. We have amended our Town Code in the past to address other issues involving accessory structures.

# Erwin Planning Board

## REQUEST FOR CONSIDERATION

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To: Erwin's Board of Commissioners

From: Dylan Eure, Town Planner

Date: February 23, 2026

Subject: Accessory Setbacks Amendment

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The Town of Erwin Staff wishes to amend its Code of Ordinances to allow for reduced setbacks for accessory structures in dense residential zoning districts, along with removing the requirement regarding how many accessory structures a property may have. The said amendments are within Chapter 36, Article XV Section 36-419 and Article 2, Section 36-34. The purpose of this amendment is to take into consideration smaller parcel sizes to prevent variances being granted for accessory structures, as well as allow property owners to have additional accessory structures, provided they do not exceed 50% of lot coverage nor 40% of the side/rear yard. While also providing updated definitions.

Town staff has benchmarked the surrounding municipalities in Harnett County, and both Coats and Angier have similar regulations to what is proposed. This amendment was requested by the Town of Erwin Planning Board and has been recommended for approval.

### **Current Section 36-419:**

- (a) Accessory buildings/structures are restricted to rear and side yards. Only one accessory building/structure shall be permitted on lots less than 15,000 square feet. Larger lots are allowed an extra accessory building/structure for each additional 15,000 square feet. There shall be a minimum of ten feet between the primary structure and any accessory building/structure as well as ten feet between each accessory building/structure.
- (b) Accessory structures shall not exceed 40 percent of the total area of the side and/or rear yard.
  - (1) Minimum side setback: Ten feet.
  - (2) Minimum rear setback: Ten feet.
  - (3) Minimum setback from principal structure: Ten feet.
  - (4) Maximum building height for accessory structures shall not exceed 20 feet mean roof height with the exception of schools, churches, hospitals, municipal facilities, and other such campuses, provided that at least one acre comprises the total land area of the development. The maximum height for accessory structures in such instances shall not exceed 35 feet mean roof height.
- (c) The following uses are permitted within accessory buildings in residential areas:
  - (1) Parking.

- (2) Gazebo.
  - (3) Pool houses.
  - (4) Equipment enclosure.
  - (5) Workshop.
- (d) Trash containers, mechanical equipment and minor outdoor storage shall be located only within the rear yard.
  - (e) Mailboxes, newspaper boxes, wall, fences, birdhouses, flagpoles and pump covers may be placed in any front, side or rear yard. Doghouses may be placed in rear yards only.
  - (f) All freestanding carports shall be located in the side or rear yard of the lot. Freestanding carports may be placed no closer than five feet to the property line when placed against principal structure. In addition, the freestanding carport cannot extend into front yard unless it is connected/attached to the principal structure. A maximum of two freestanding carports are allowed except when an accessory building is located on the lot. When an accessory building is located on the lot, only one freestanding carport will be allowed.

**Proposed Definition to be added to Chapter 36 Article 2 Section 36-34**

Detached Garage- An entirely closed building that is separate from the primary structure, typically used for the storage of vehicles or other items.

Pool houses – A building that is separate from the primary structure, designed to complement poolside activities that may have facilities for storage, changing rooms, or bathrooms.

Equipment Storage / Workshop – A building that is separate from the primary structure, typically used for the storage of tools or yard care equipment, that may also contain an area for repairing or assembling personal goods/ items.

Greenhouses - A climate-controlled structure—typically enclosed by glass or plastic—designed for cultivating plants by regulating temperature, humidity, and light to create optimal growing conditions year-round.

Gazebo/pergola- a freestanding, roofed outdoor structure with open sides, commonly found in gardens or patios, and designed to provide shaded shelter for relaxation, entertainment, or gatherings.

Chicken coop- a purpose-built structure or enclosure designed to house and protect chickens, providing them with a sheltered space for sleeping, egg-laying, and refuge from predators and harsh weather conditions. For exact regulations, see Chapter 4, Sec. 4-6.

Carport- *also freestanding carport*, means a structure that is open on at least ~~three~~ one side and is customarily used for the sheltering/shading of a parked vehicle.

**Proposed Amendment to Chapter 36 Article XV Section 36-419:**

- (a) ~~Accessory buildings/structures are restricted to rear and side yards. Only one accessory building/structure shall be permitted on lots less than 15,000 square feet. Larger lots are allowed an extra accessory building/structure for each additional 15,000 square feet. There shall be a minimum of ten feet between the primary structure and any accessory building/structure as well as ten feet between each accessory building/structure.~~
- (b) ~~Accessory structures shall not exceed 40 percent of the total area of the side and/or rear yard, nor should any accessory structure cause a residential property to exceed the 50 percent lot coverage as described by Sec. 36-417.~~

Zoning District	Setback from Property Line	Setback from Principal / Accessory Structure(s)
Industrial District (M-1)	10ft	10ft
Highway Business (B-2)	10ft	10ft
Neighborhood Business (B-1)	10ft	10ft
Central Business (CB)	10ft	10ft
Downtown Mill Village (DMV)	5ft	5ft
Rural District (RD)	10ft	10ft
Residential (R-15)	10ft	10ft
Residential (R-10)	10ft	10ft
Residential (R-6)	5ft	5ft
Residential Mill Village (RMV)	5ft	5ft
Mobile Home Park (MHP)	10ft	10ft
Conservation District (CON)	10ft	10ft
Conditional Districts (CD)	Use base district standard.	Use base district standard.

~~(1) Minimum side setback: Ten feet.~~

~~(2) Minimum rear setback: Ten feet.~~

- (1) Minimum setbacks for accessory structures used in connection with commercial/industrial establishments may require greater setbacks in accordance with the North Carolina Building Code.
- (2) Maximum building height for accessory structures shall not exceed 20 feet mean roof height with the exception of schools, churches, hospitals, municipal facilities, and other such campuses, provided that at least one acre comprises the total land area of the

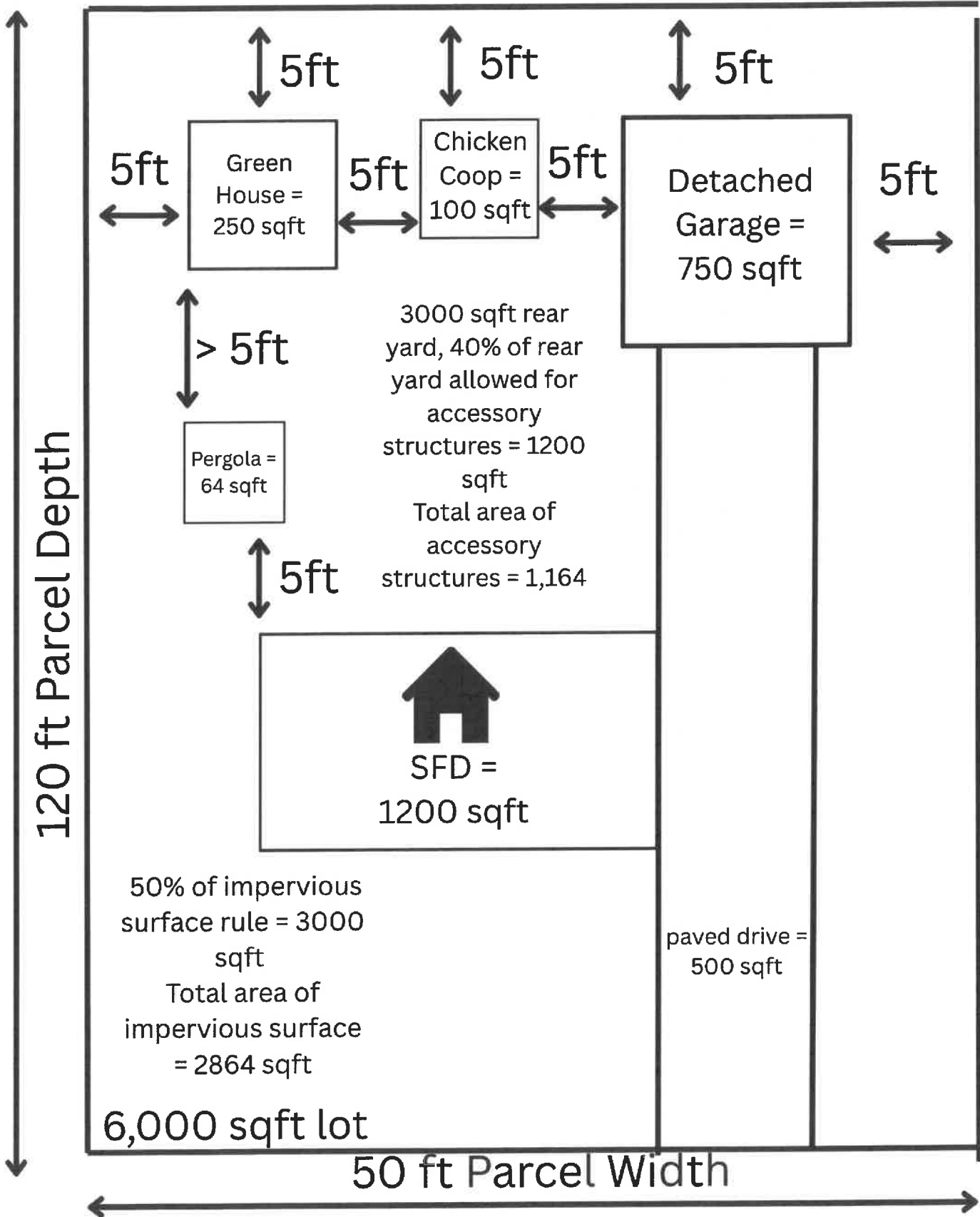
development. The maximum height for accessory structures in such instances shall not exceed 35 feet mean roof height.

- (c) The following uses are permitted as accessory buildings in residential areas:
- (1) ~~Parking. Carports~~
  - (2) Gazebo/pergola.
  - (3) Pool houses.
  - (4) Equipment enclosure / Workshop.
  - (5) ~~Workshop. Detached garages~~
  - (6) Greenhouses
  - (7) Chicken Coop (For exact regulations, see Chapter 4, Sec. 4-6.)
- (d) Trash containers, mechanical equipment and minor outdoor storage shall be located only within the rear yard.
- (e) Mailboxes, newspaper boxes, wall, fences, birdhouses, flagpoles and pump covers may be placed in any front, side or rear yard. Doghouses may be placed in rear yards only.
- (f) All freestanding carports shall be located in the side or rear yard of the lot. Freestanding carports may be placed no closer than five feet to the property line when placed against principal structure. In addition, the freestanding carport cannot extend into front yard unless it is connected/attached to the principal structure. ~~A maximum of two freestanding carports are allowed except when an accessory building is located on the lot. When an accessory building is located on the lot, only one freestanding carport will be allowed.~~

### **Statement of Consistency**

The proposed text amendment is compatible with all of the Town of Erwin's regulatory documents. The proposed text amendment would better serve the citizens of Erwin by allowing for additional accessory structures for storage and other uses, while providing clear regulations.

# Accessory Structure Text Amendment EX: R-6 Lot



Legend: — parcel boundary

**MINUTES CONTINUED FROM FEBRUARY 23, 2026**

Town Attorney Tim Morris stated it was a done deal, but he did not know what authority a judge would have over Duke. They will have the authority to tell the property owner to turn off the power to the home, and he will request it.

Mayor Baker stated that with the park expansion, we already touched on that, but he wanted to reiterate that we need to spend it before we lose it. As for K Street, he asked Town Attorney Tim Morris if our inaction to take action on a drainage pipe that runs under a road makes us liable if a private property owner says we ruined their property.

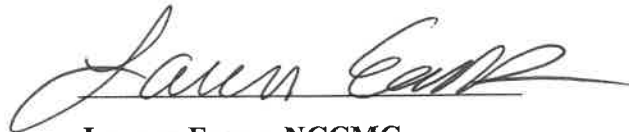
Town Attorney Tim Morris stated he felt that the Town of Erwin had a duty to repair it. The lack of the Town complying with that duty causes damage downstream, which is measurable, and yes, we can be subject to a lawsuit.

Mayor Baker stated he wanted to discuss the Community Building kitchen. Lowes donated a nice stove to the Town. We are discussing capital projects, including building a new Police Department Building, but we still have a kitchen in our Community Building that we need to address. He was proud of the new bathrooms and the sitting area. He asked everyone to keep the absent Board Members in their prayers. There have been some citizens who have suffered loss, and we always need to be conscious of our neighbors and keep them in our prayers. He thanked the Board and Town Staff for their time and dedication.

**ADJOURNMENT**

Commissioner Nelson made a motion to adjourn at 7:53 P.M. and was seconded by Commissioner McKoy. **The Board voted unanimously.**

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

**Randy Baker****Mayor**

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