

**THE ERWIN BOARD OF COMMISSIONERS
JUNE 2026 REGULAR WORKSHOP
MONDAY, JUNE 22, 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. Harnett County Computer Support Agreement 2026-2027 (**Page 2**)
 - B. Golf Cart Use at Live Music Events Policy (**Page 9**)
 - C. Engineer on Call Service Agreement- WithersRavenel (**Page 11**)
 - D. Accessory Structures Text Amendment (**Page 20**)
 - E. Allowing Recombinations, Permitting Lots Meet Substandard Lot Ordinance (**Page 26**)
 - F. Family Care Homes Text Amendment (**Page 30**)
 - G. FY 2026-2027 Budget Public Hearing (**Page 37**)
 - H. *BOA 2026-09*
- 4. GOVERNING COMMENTS**
- 5. ADJOURNMENT**

ERWIN BOARD OF COMMISSIONERS
REGULAR WORKSHOP MINUTES
JUNE 22, 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, June 22, 2026, at 6:00 P.M. in Erwin, North Carolina.

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

Board Member absent was Commissioner Alvester McKoy.

Town Manager Snow Bowden, Town Clerk Lauren Evans, and Police Chief Jonathan Johnson were also present.

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

Commissioner Nelson gave the Invocation.

Commissioner Byrd led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

Town Manager requested to add BOA 2026-09 as Item H under New Business.

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

NEW BUSINESS

Harnett County Computer Support Agreement 2026-2027

Town Manager Snow Bowden stated this was a standard agreement we had with Harnett County to provide our IT services. There were no changes to this agreement from the prior year. Harnett County provides all of our IT needs, and we were fortunate to have this service.

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

Golf Cart Use at Live Music Events Policy

Town Manager Snow Bowden informed the Board that Town Staff prepared a draft policy for Golf Cart use at our Town Events at Al Woodall Park. We were open to feedback, but it was something we needed to address as our events get larger.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 22, 2026

Subject: Harnett County Computer Support Agreement 2026-2027

The Town of Erwin continues to benefit from its strong partnership with Harnett County for information technology services. Harnett County provides IT support to all municipalities within the county at a cost-effective rate, ensuring reliable and consistent service.

The proposed FY 2026–2027 IT Services Agreement has been received and is included in this packet for review. The terms and conditions of the agreement remain unchanged from previous years, and there are no fee increases in the proposed contract. There are funds allocated in FY26-27 budget for this service.

Attachments:

- Harnett County IT FY 26-27 contract

STATE OF NORTH CAROLINA

COMPUTER SUPPORT SERVICES AGREEMENT

COUNTY OF HARNETT

This Computer Support Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2026 by and between the County of Harnett, a body politic, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and the Town of Erwin, a municipal corporation, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Town").

WITNESSETH:

WHEREAS, Town desires computer support services for its governmental operations from County;

WHEREAS, County desires to provide to Town computer support services for Town's governmental operations;

WHEREAS, Town and County have reached an agreement for the provision of computer support services to the Town as described herein and the parties desire to set forth the terms and conditions of this agreement in this Contract; and

NOW, THEREFORE, in consideration of the mutual benefits, representations, and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, each with the other, as follows:

1. **Purpose.** The purpose of this Contract is to set forth the understandings and agreements of the parties regarding the computer support services to be performed by County for Town.

2. **Services Provided by County.** The County shall provide to Town, including its various commissions, agencies, and programs the following computer support services:

A. Hosting, maintenance and support of Town staff 1-99 e-mail accounts @

a. Option 1 - \$15/mailbox/month basic email Microsoft 365. Includes:

- i. Microsoft 365 Exchange Plan 1 and 2
- ii. Email box storage space 100gb per user
- iii. Daily backups of email data
- iv. Barracuda SPAM filtering service
- v. Barracuda Email archiving
- vi. Security monitoring

b. Option 2 - \$22/mailbox/month E1 Microsoft 365. Includes:

- i. All of basic email Microsoft 365 above

- ii. Online web Office applications
 - iii. OneDrive up to 1TB of storage
 - iv. Microsoft Teams
 - v. Other Microsoft online applications
- c. Option 3 - \$34/mailbox/month E3 Microsoft 365. Includes:
 - i. All of E1 Microsoft 365 above
 - ii. Local Office applications on up to 5 devices
- B. Provide 100mb minimum (burstable up to 1gb) Internet Connection @ \$150/month;
- C. Provide 500mb MetroE connectivity to county resources @ \$500/month;
- D. Provide use of County's data center for up to 4 servers and 1TB of network storage @ \$500/month
 - a. Each additional server is \$200/month
 - b. Each additional 1TB is \$200/month
 - c. Includes
 - i. Offsite replication of systems
 - ii. Regular backup of systems
 - iii. Security monitoring
- E. VOIP Phone system @ \$22/phone/fax/month;
 - a. Voicemail, with voicemail to email feature
 - b. DID allocation
 - c. Free long distance calling
 - d. Auto Attendant capabilities
 - e. Instant messaging client option
- F. NetMotion annual license fee @ \$13/per client/month
- G. Labor for maintenance, repairs, security patching and upgrades to Town computers;
- H. Installation and upgrades of software requested by Town;
- I. Serve as a liaison with Town's software vendors;
- J. Provide consultation for any other technology needs of the Town.
- K. Provide consultation for the Town's GIS mapping needs that is outside of normal county mapping functions

Any expenses incurred for the purchase of hardware and/or software necessary to provide for the maintenance and/or repairs of Town's computers, peripheral devices or networking equipment will be the sole responsibility of Town. The County shall perform computer support services on an as needed basis as requested by Town. All services provided by the County pursuant to this Agreement shall occur during the County's normal business hours of 8:00 a.m. to 5:00 p.m., Monday thru Friday.

3. **Compensation and Payment.** Compensation for the computer support services shall be **\$5,500 for a 50-hour block of time @ \$110/hour** plus reimbursement of directly incurred out-

of-pocket expenses including any support fees. County will also charge for services noted in section 2 above. County shall invoice Town quarterly for computer support services and out-of-pocket expenses and provide a detailed description for all out-of-pocket expenses directly incurred. Any unused hours will be billed no later than June 30, 2027. Any overages will be billed at \$115/hour. Said invoices shall be submitted to:

Snow Bowden, Town Manager
Town of Erwin
PO Box 675
Erwin, NC 27521

Each invoice is due and payable to County within thirty (30) days of the date of the invoice. Town shall pay an additional charge of one and one-half percent per month (18% annually) per month not to exceed the maximum rate allowed by law for any payment not received by County more than thirty (30) days from the date of invoice.

4. **Term of Agreement, Amendment and Termination.** The term of this Agreement is July 1, 2026 to June 30, 2027. This Agreement may be amended from time to time upon the mutual consent of Town and County expressed in writing. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Termination shall not relieve Town of any financial obligations incurred prior to termination.

5. **Documents and Reports.** Town shall furnish or cause to be furnished to County all such reports, data, specifications, documents or other information deemed necessary by County for proper performance of County's services. County may rely upon the documentation so provided in performing the services required under this Agreement; provided however, County assumes no responsibility or liability for their accuracy.

6. **Town Data.** Town retains ownership and custody of its data and County does not have ownership, custody, or control of Town Data. County will backup Town Data for the sole purposes of disaster recovery and will provide Town an automated backup of data stored on Town's designated servers and network connected computers. County will back up emails for a period of ten (10) years and all other data for a period of one (1) year. Town is solely responsible for generating and formatting all data. Town is solely responsible for the integrity of all data targeted for backup. County will back up Town Data as it exists at the time of backup, with all faults, and will restore Town Data in the same format in which it is backed up. Town is solely responsible for retaining data and records in accordance with its retention schedules. Town is solely responsible for fulfilling and satisfying all public records requests and all requests for data in connection to litigation. Data backups prepared for disaster recovery purposes will be used to restore data that has been deleted or lost. This agreement does not create a requirement for the County to respond to or assist in satisfying public records or litigation requests from the disaster recovery data backups.

7. **Limitation of Liability.** Town shall hold County harmless for any and all claims, liabilities, losses, damages, costs or expenses arising out of or relating to the provision of services provided by County to Town hereunder. Town and County waive special, incidental, indirect or consequential damages, including lost profits, good will, revenues or savings, for claims, disputes, or other matters in question arising out of or relating to this Agreement. This limitation of liability will survive the expiration or termination of this Agreement.

8. **No Third-Party Beneficiary.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Party.

9. **Severance Clause.** In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

10. **Notices.** All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO: Town of Erwin
PO Box 675
Erwin, NC 27521
Attn: Town Manager

TO: County of Harnett
455 McKinney Parkway
County Administration Building
Post Office Box 759
Lillington, North Carolina 27546
Attn: County Manager

With Copy to: County Staff Attorney
455 McKinney Parkway
County Administration Building
Post Office Box 238
Lillington, North Carolina 27546

Either party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth above.

11. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of North Carolina. The North Carolina State Courts located in Harnett County, North Carolina shall have jurisdiction to hear any dispute under this Agreement and any legal or equitable proceedings by either party must be filed in Harnett County, North Carolina.

12. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement may, per the mutual agreement of both parties, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.G. Gen. Stat. §7A-38.1(c), except as specifically provided otherwise herein. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Harnett County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Entire Agreement. This Agreement represents the entire and integrated agreement between County and the Town and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by County and the Town.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives or officers have executed this Agreement as to the date and year first above written.

TOWN:

TOWN OF Erwin

By: _____

Printed Name: _____

Title: _____

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

By: _____

Printed Name: _____

Title: _____

COUNTY:

COUNTY OF HARNETT

By: _____

County Manager

MINUTES CONTINUED FROM JUNE 22, 2026

Commissioner Byrd stated he saw no issues at the last event. He felt the way golf carts were handled was perfect.

Commissioner Blackmon stated that we needed to address food vendors vs. retail vendors and have more clarity in the policy. The policy mentioned golf carts not exceeding 20 mph; he felt that could be changed to below 30 mph because some golf carts can go faster than that. He asked Police Chief Jonathan Johnson what he thought about the speed restriction.

Jonathan Johnson stated we could do some research on it and even look at battery vs. gas.

Commissioner Blackmon inquired about baseball season. He wanted to narrow it down to prevent bad interpretation.

Mayor Baker stated he wanted to stop the confusion between the Board and Staff. He stated that Town Clerk Lauren Evans, Police Chief Jonathan Johnson, and the Safety Committee made decisions and then Board Members come and change it. The Event Safety Committee was working at the direction of the Board. Any guidelines need to be a Board decision to eliminate confusion and have clear communication for Town Staff. He stated he felt there was a place for golf carts at our events; they just could not run wild, and, when safety allowed, there should be a funnel area for them to go. No one knew more about safety than Police Chief Jonathan Johnson and Fire Chief Ricky Blackmon, who were both on the safety committee for Town events.

Commissioner Blackmon stated that before any decisions were made, we needed to have a policy in place that was tailored to Erwin.

Commissioner Nelson stated that allowing golf carts risked the chance of someone getting hurt. He felt leaving the white fence open for golf cart parking allowed people to drive up and see everything without letting them into the event.

Commissioner Blackmon stated that you cannot get rid of liability no matter what we decide. We just needed a plan to park them and get them in and out safely, but having a policy was a good start; we needed to leave out the crowd size.

Discussion continued among the Board.

Mayor Baker recommended placing the responsibility for developing the plan for the upcoming July 4th event in the hands of the Safety Committee and having the committee present its plan to the Board.

Commissioner Byrd inquired about UTVs/ATVs.

Police Chief Jonathan Johnson stated that UTVs/ATVs are considered motor vehicles and would need to be parked in a regular parking spot.

Mayor Baker stated we have fallen short of Handicap parking. We needed to section off a portion of the parking lot for handicap parking or have a Town-owned golf cart ready to pick them up and take them where they need to go.

The consensus of the Board was for the Safety Committee to develop a plan and report back to the Board on its decision. For future events, a Policy needed to be brought back to the Board to put in place that refers back to the Safety Committee.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 22, 2026

Subject: Golf Cart Use at Live Music Events Policy

In the past, the Town of Erwin has permitted golf carts at special events held at Al Woodall Park, including several concerts, without significant issues. As the Town continues to grow, staff anticipate an increase in golf cart usage throughout the community and at public events.

Events held at Al Woodall Park this year have experienced strong attendance. Staff recognize that golf carts provide a convenient transportation option for many residents and visitors. They also serve as an alternative seating option for attendees, particularly given the limited seating available at the park.

As event attendance and participation continue to increase, including the addition of vendors and other attractions, staff have identified several concerns regarding the presence of golf carts within the park during special events. Even when designated parking or staging areas are established for golf carts, it can be difficult to ensure that they remain within those areas and do not create safety, access, or operational challenges.

To address these concerns, Town Staff have developed a proposed policy regarding golf cart use during special events at Al Woodall Park. The proposed policy is intended to establish clear and consistent expectations for event attendees while balancing accessibility, convenience, and public safety. Staff are seeking guidance and direction from the Board regarding the proposed policy and any modifications that may be appropriate.

Golf Cart Use at Live Music Events – Al Woodall Park

Golf carts, as defined in Section 32-384 of the Town of Erwin Code of Ordinances (formerly referenced as Section 32-248), may be permitted at Al Woodall Municipal Park during Town-approved live music events that meet all of the following conditions:

1. The event consists solely of live musical entertainment.
2. No merchandise vendors, commercial exhibitors, or other temporary vendors are present.
3. Attendance is expected to remain at a level that allows for the safe operation of golf carts within designated park areas.
4. Golf carts must comply with all applicable requirements of the Town of Erwin Golf Cart Ordinance, including operator age, licensing, equipment, and safety requirements. A golf cart is defined as a vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and not capable of exceeding 20 miles per hour.
5. Golf cart operators shall yield the right-of-way to pedestrians at all times and operate only in areas designated by the Town.
6. The Town Manager, Chief of Police, or their designee may restrict or revoke golf cart privileges for any event when public safety, crowd size, weather conditions, or site conditions warrant additional controls.

Exceptions

- Town-owned or Town-authorized vehicles used for official business.
- Emergency response vehicles and personnel.
- Mobility devices used by individuals with disabilities, as protected by applicable law.
- Other uses specifically authorized by the Town Manager or designee.

Prohibited Uses

Golf carts shall not be permitted at Al Woodall Park during festivals, special events with vendors, fairs, tournaments, or any event where the Town determines that increased pedestrian traffic creates a safety concern.

MINUTES CONTINUED FROM JUNE 22, 2026

Engineer on Call Service Agreement- WithersRavenel

Town Manager Snow Bowden stated this was our first year of the Engineer on Call Service Agreement. Last year, we approved a one-year contract with WithersRavenel with the option to extend it for one more additional year. We have not needed to utilize the services that much, but WithersRavenel has done everything we have asked them to do and has done a good job so far. This agreement helps us complete projects faster.

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

Accessory Structures Text Amendment

Town Manager Snow Bowden stated this was a text amendment that former Town Planner Dylan Eure was working on before he left. The Planning Board did recommend this text amendment for approval. It addresses language regarding accessory structures. The biggest change was that it removed the one accessory structure on lots that were not able to see a certain percentage of the backyard.

Mayor Baker asked about equipment storage. Could someone come in and store commercial equipment?

Commissioner Blackmon stated the amendment clarified personal goods/items. He stated we could include the wording "no commercial equipment," but he felt personal goods/items covered it.

Town Manager Snow Bowden stated he could reword it.

Commissioner Byrd expressed his concern for the clarity of free-standing carports/shelters.

The consensus of the Board was to instruct Town Manager Snow Bowden to redefine free-standing carports/shelters and bring the results back to the Board at our Regularly Scheduled Board Workshop in July.

Allowing Recombinations, Permitting Lots Meet Substandard Lot Ordinance

Town Manager Snow Bowden stated this was a proposed text amendment that would allow lot recombination for lots that did not meet the sufficient standards for that jurisdiction as long as it was within 20 percent of that zoning district. Erwin has a lot of smaller lots where the plats are outdated, and sometimes people have lots that they cannot recombine because the new lot would not meet the standard for that jurisdiction.

Mayor Baker stated this issue was all over Town and he had a lot of question marks.

Discussion continued among the Board.

Town Manager Snow Bowden stated this amendment was proposed to speed up the process for applicants, but we could just have applicants apply for a hardship variance when needed.

The consensus of the Board was to not move forward with this text amendment.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 22, 2026

Subject: Engineer on Call Service Agreement- WithersRavenel

At the beginning of the previous fiscal year, the Town of Erwin implemented an Engineer-on-Call program to provide engineering services on an as-needed basis. The Town issued a Request for Qualifications (RFQ) and evaluated all submitted proposals. Following that process, the Town selected WithersRavenel and entered into a Master Service Agreement for engineering services. The initial agreement was established for a one-year term with an option to extend the agreement for two separate one-year terms.

The Town subsequently entered into a similar Master Service Agreement with KCI. This agreement was necessary because a conflict of interest prevented WithersRavenel from reviewing a project that required engineering services. Having multiple qualified firms available ensures the Town can obtain timely engineering support when conflicts arise.

Performance and Utilization

While the Town has not extensively utilized the Engineer-on-Call agreements during the past year, staff anticipates increased use of these services in the coming fiscal year. Town staff has been very satisfied with the services provided by WithersRavenel. The firm has been responsive, professional, and has provided quality work at reasonable rates.

Recommendation

Town staff recommend exercising the one-year extension option for the WithersRavenel agreement. There is no cost associated with extending the agreement itself. The Town only incurs costs when a specific project is assigned through an approved task order.

Extending the agreement will allow the Town to continue accessing engineering services quickly and efficiently without having to conduct a new RFQ process. The procurement of professional engineering services can be time-consuming due to the required solicitation, evaluation, scoring, and selection procedures. Maintaining an active Engineer-on-Call agreement allows the Town to respond more efficiently to project needs.

For example, because the agreement was already in place, the Town was able to begin work on its ADA Transition Plan in a timely manner without issuing a new RFQ. Staff was able to request a proposal directly from WithersRavenel and proceed with the project more efficiently.

The extension does not limit the Town's flexibility. If staff is dissatisfied with a proposal submitted by either WithersRavenel or KCI for a specific project, the Town may still choose to issue a separate RFQ and select another engineering firm to complete a project.

In addition, maintaining active Engineer-on-Call agreements is important for emergency situations that may require immediate engineering assistance. Having qualified firms under contract allows the Town to respond quickly when unforeseen circumstances arise.

The Town's current Engineer-on-Call agreement with KCI remains in effect through November 6, 2026. Staff recommends extending the WithersRavenel agreement for an additional one-year term to ensure continued access to qualified engineering services and to avoid unnecessary procurement delays.

STATE OF NORTH CAROLINA

Contract Identification #25-0430

COUNTY OF HARNETT

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

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES ("Agreement") is entered into this the 10th day of July, 2025 (the "Effective Date"), by and between WithersRavenel, a North Carolina Corporation with its principal business offices located at 115 MacKenan Drive, Cary, NC 27511 (the "Professional"), and the **Town of Erwin**, a municipal corporation of the State of North Carolina, the "Town". Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the foregoing recitals, and the premises and

mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound hereto, do contract and agree as follows:

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

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

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

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

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

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

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

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

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

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

9. APPLICABILITY OF LAWS AND REGULATIONS. Consistent with the applicable standard of care, the Professional shall adhere to all applicable laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Harnett, and the Town, in the

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

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

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

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

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

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

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

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

TO PROFESSIONAL:

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

With a copy to: C. Chan Bryant, P.E. Chief Risk Officer

TO Town:

ATTN: Town of Erwin, North Carolina
PO Box 459 Erwin, NC 28339
Telephone: {910-897-5140
e-mail: townmanager@erwin-nc.org

With a Copy to: Snow Bowden, Town Manager

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

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

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

18. CONSTRUCTION. Should any portion of this Agreement or any Task Order require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

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

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

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

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

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

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

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

26. NON-APPROPRIATION. Notwithstanding any other provisions of this Agreement, the parties agree that payments due from the Town hereunder and under any Task Order are from appropriations and monies from the Town Board and/or other governmental entities, by and through the Town. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement and Task Orders issued in connection herewith for any fiscal year, the Town may terminate this Agreement and any open Task Orders immediately

without further obligation of the Town except with respect to payment of Professional for work performed through the date of termination.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 10th day of July, 2025.

Professional

Town of Erwin

Name: R.S. (Butch) Lawter, Jr. P.E.
WithersRavenel, Inc.

Shirley Bowden / Town manager
 NAME / TITLE

By: DocuSigned by:
R. S. Lawter Jr.
135D23151F4A4E3
 (Signature)

By: *Shirley Bowden*
 (Signature)

Title: Senior Delivery Officer / Vice President

Company: WithersRavenel, Inc.

Attest: DocuSigned by:
C. Chan Bryant
96CBAC51FE274A5
 (Secretary, if Corporation)

Attest: *Shirley Bowden*
 NAME/TITLE



Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 22, 2026

Subject: Accessory Structures Text Amendment

A few months ago, we presented a text amendment to address accessory structures. Town Staff have made a few changes to the original proposed text amendment. The changes were minor. The Planning Board has recommended this proposed text amendment for approval.

Attachments:

- Proposed text amendment
- Planning Board minutes

REQUEST FOR CONSIDERATION

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.
 - (1) Minimum side setback: 10 feet
 - (2) Minimum rear setback: 10 feet
 - (3) Minimum setback from principal structures / other accessory units: 10 feet
 - (4) EXCEPTION: Structures that are less than 144 square feet may be placed no closer than 5 feet from property lines.

- (5) 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.

MINUTES CONTINUED FROM AUGUST 18th, 2025

Board Member Marsha Woodard read the following Statement of Consistency:

"The requested rezoning from R-10 to the R-6 classification is compatible with all of the Town of Erwin's regulatory documents. According to Erwin's 2023 Land Use Plan, and the layout of the surrounding area, the R-6 zoning classification would best serve the described properties.

It is recommended that ZT-2025-005 be **approved.**"

Board member Marsha Woodard made a motion in the affirmative, which was seconded by Kathryn Moore. **The Board voted unanimously.**

Accessory Structures Setback Amendment

Town Planner Dylan Eure presented this amendment request to the Planning Board. He stated that this amendment would remove the current cap that the Town has for accessory structures to be unspecified. Residents would be able to have as many accessory structures as they'd like, as long as they don't exceed the percentage of side and rear yard requirements. This would also update the verbiage on carports and garages.

Board Member Marsha Woodard asked if the carport would have one wall?

Town Planning Dylan Eure stated that yes, a carport is considered anything that has at least one side open, while a detached garage would be fully closed in.

He also stated that this would also preserve permeable surfaces so that storm water runoff doesn't become an issue to neighboring properties.

Board Member Howard Godwin made a motion in the affirmative, which was seconded by Jim Hartman. **The Board voted unanimously.**

Chairperson Nick Skatell asked the Board to read the Statement of Consistency.

Board Member Jim Hartman read the following 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.

Therefore, it is recommended that the accessory Structure Setbacks Amendment be **approved.**"

Board Member Jim Hartman made a motion in the affirmative, which was seconded by Kathryn Moore. **The Board voted unanimously.**

Statement of Consistency

Accessory Structure Setbacks Amendment

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. Therefore, it is recommended that **the Accessory Structure Setbacks Amendment be approved.**



Nicholas Skatell
Chairperson



Katelan Blount
Deputy Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 22, 2026

Subject: Allowing Recombinations, Permitting Lots Meet Substandard Lot Ordinance

Town Staff has prepared a proposed text amendment to the Town Code regarding lot recombinations. This amendment is intended to address issues commonly associated with older subdivision plats located within the Town's jurisdiction.

In some cases, property owners hold multiple adjacent parcels that appear to be a single lot on Harnett County GIS maps but are legally recognized as separate lots of record. Before a property owner can develop or improve the vacant land, the individual parcels must be recombined into a single lot. Under the current regulations, a recombination may be approved if the resulting lot meets the minimum lot area requirements of the applicable zoning district. Once approved, the recombination plat can be recorded with the Harnett County Register of Deeds.

However, some property owners do not have sufficient land area to create a conforming lot that meets the minimum standards of the zoning district. As a result, they are left with multiple nonconforming lots that cannot be reasonably developed or improved.

The proposed text amendment would authorize Town Staff to approve and sign a recombination plat when the resulting lot does not fully meet the minimum lot area requirement, provided that the lot area is no more than 20 percent below the minimum required for the zoning district if they do not have enough land to make a conforming lot. This amendment would provide greater flexibility for property owners while still maintaining the intent of the Town's development standards.

The proposed 20 percent threshold is consistent with an existing provision in the Town Code for substandard lots that are already recorded in Section 36-418.

The Planning Board recommended this text amendment for approval.

Attachments:

- Proposed text amendment
- Planning Board minutes/Statement of Consistency

REQUEST FOR CONSIDERATION

The Town Staff of Erwin wishes to amend Chapter 30 of the Code of Ordinances entitled "Subdivisions" Section 30-168 Subsection (a) within Article VI, to allow the recombination of non-conforming parcels, provided that the owner does not own sufficient land to make a conforming lot, and the created lot's width and area are within 20% of the required width and area of the zoning district in which the parcel is located.

Proposed Addition to Section 30-168

For the purposes of this article, "subdivision" means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose of sale or building development (whether immediate or future) and shall include all divisions of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to the regulations enacted pursuant to this chapter:

- (1) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the municipality as shown in this chapter; or **when an owner does not own sufficient land to enable them to conform to the dimensional requirements of the zoning district, provided that the lot created is not more than 20% below the minimum specified lot area and width of the zoning classification.**
- (2) The division of land into parcels greater than ten acres where no street right-of-way dedication is involved;
- (3) The public acquisition by purchase of strips of land for the widening or opening of streets; and
- (4) The division of a tract in single ownership whose entire area is no greater than two acres into not more than three lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of the municipality as shown in this chapter.

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 prevent property owners who have a clear hardship from going through a subdivision variance, permitting that the lot created is within 20% of the minimum width and area of the requirement of the zoning district and would be in compliance with Erwin's "Substandard of Lot" ordinance. It is recommended that this text amendment be **approved**.

MINUTES CONTINUED FROM DECEMBER 15th, 2025

There was some discussion on the weight of a tractor trailer vs length. Since Erwin Police Department does not have the scales that the State Highway Patrol would have, the proposed Ordinance uses length as the unit of measure.

Board Member Michael Jackson asked what the reasoning of the proposed amendment, whether safety or speed? He stated that he has concerns that a truck, abiding by speed and traffic laws, is no more unsafe than a sedan doing the same. Mr. Jackson stated that he has concerns that the Board is making a rush decision by not having all the information, based on a few citizens concerns about increased traffic or deliveries.

There was discussion based on how approval or tabling would affect this text amendment.

Board Member Howard Godwin made a motion to table this text amendment until the January meeting, which was seconded by Michael Jackson. **The Board voted unanimously.**

Allowing Recombinations, Permitting Lots Meet Substandard Lot Ordinance

Town Planner Dylan Eure presented this proposed text amendment to the Board. This would amend Chapter 30 of the Code of Ordinances, entitled "Subdivisions", section 30-168 Subjection (a) within Article VI, to allow the recombination of non-conforming parcels, provided that the owner does not own sufficient land to make a conforming lot, and the created lots width and rea are within 20% of the required width and area of the zoning district in which the parcel is located.

There was discussion among the Board and the Town Planner on what this would look like, with examples shown on GIS. Town Planner Dylan Eure explained that this would help reduce variance requests by clearing some of the red tape involved. This would in turn help homeowners within the Town while also keeping ordinances in place to ensure uniformity and prevent overcrowding.

Board Member Howard Godwin made a motion to approve this text amendment, which was seconded by Marsha Woodard. **The Board voted unanimously.**

Chairperson Nicholas Skatell asked the Board to read the Statement of Consistency.

Board Member Marsha Woodard read the following Statement of Consistency:

"The proposed text amendment is compatible with all of the Town of Erwin's regulatory documents and the proposed text amendment would ensure that the Town of Erwin has clear guidelines and regulations for asphalt/concrete plants, if one wishes to construct in Erwin or its planning jurisdiction.

Therefore, it is recommended that this amendment be **approved.**"

Board member Grace Watts made a motion in the affirmative, which was seconded by Marsha Woodard. **The Board voted unanimously.**

Statement of Consistency

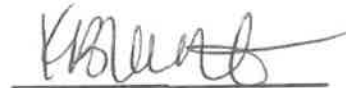
Allowing Recombinations, Permitting Lots Meet Substandard Lot Ordinance

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 prevent property owners who have a clear hardship from going through a subdivision variance, permitting that the lot created is within 20% of the minimum width and area of the requirement of the zoning district and would be in compliance with Erwin's "Substandard of Lot" ordinance.

Therefore, it is recommended that this text amendment **be approved**.



Nicholas Skatell
Chairperson



Katelan Blount
Deputy Town Clerk

MINUTES CONTINUED FROM JUNE 22, 2026**Family Care Home Text Amendment**

Town Manager Snow Bowden stated this proposed text amendment would bring the Town of Erwin's Code of Ordinances in line with North Carolina General Statutes and also added Family Care Homes as a permitted use in the R-15 zoning district. This amendment was recommended for approval by the Planning Board.

The consensus of the Board was to place this item on the agenda at the Regularly Scheduled Board Meeting in August for a Public Hearing.

FY 2026-2027 Budget Public Hearing

Town Manager Snow Bowden reminded the Board that our Public Hearing for FY 2026-2027 Budget was scheduled for Monday, July 29th, at 6 PM. The budget was sent out and was based on Senate Bill 889, which became law the prior week. Senate Bill 474 was still in the Senate and planned to be voted on the next day. He did not know if Senate Bill 474 would pass before our Public Hearing, but he would keep the Board posted. If Senate Bill 474 is approved, it would exempt Harnett County from Senate Bill 889. He stated we may need to have a meeting on Tuesday as well if we think Senate Bill 474 will pass.

The Board instructed Town Clerk Lauren Evans to go ahead and advertise a Special Called Meeting for Tuesday, June 30th, as well.

BOA 2026-09

Town Manager Snow Bowden asked the Board to approve this Budget Amendment tonight. He stated it helped us not have any Budget violations regarding Fire Department Taxes.

Commissioner Byrd made a motion to approve BOA 2026-09 and was seconded by Commissioner Blackmon. **The Board voted unanimously.**

GOVERNING COMMENTS

Commissioner Turnage asked everyone for their thoughts and prayers. He has hernia surgery scheduled the following week.

Commissioner Nelson stated that Town Staff was great and the Police Department was great.

Mayor Baker asked everyone for their thoughts and prayers. He has a battle to face, and prayers were appreciated.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 22, 2026

Subject: Family Care Home Text Amendment

Town Staff has prepared a proposed text amendment to the Town Code to update the existing definition of a “Family Care Home.” The proposed definition is consistent with the requirements of North Carolina General Statutes and incorporates additional language that is required under state law.

The amendment also revises the separation distance standard for Family Care Homes. The Town’s current ordinance establishes a one-and-one-half-mile radius; however, North Carolina General Statutes only permit a separation distance of one-half mile. The proposed amendment updates the ordinance to comply with this statutory requirement.

Additionally, the amendment adds “Family Care Homes” as a permitted use within the R-15 Zoning District.

These proposed changes will bring the Town’s ordinance into alignment with North Carolina General Statutes. While the current ordinance does not fully reflect these statutory requirements, the Town is required to follow state law. Adoption of this text amendment will improve the ordinance by ensuring consistency with applicable state regulations and providing greater clarity for future administration and enforcement.

Attachments:

- Proposed text amendment
- Planning Board minutes
- N.C. General Statutes 160D-907
- N.C. General Statute 122C-3(11)b.

REQUEST FOR CONSIDERATION

The Town Staff of Erwin wishes to amend Chapter 36, Article 2 of the Code of Ordinances entitled "Definitions" as well as Chapter 36, Article 5, Sec. 36-115 entitled "R-15 Permitted Uses" to provide an updated definition of family-care homes as well as include them as a permitted use within the R-15 zoning district as required by North Carolina General Statutes.

Proposed definition of family-care homes within Chapter 36, Article 2:

Family care home means a facility for not less than two and no more than six children, adolescents, or adults who are mentally, visually or physically handicapped. ~~This does not include persons with a mental illness who are dangerous to others as defined within NCGS 122C-3(11)b.~~ Adult care is provided as well as a program of services and protective supervision in a home setting. No family care home shall be allowed to locate within a one-half-mile radius of an existing family care home.

(1) A family care home shall be deemed as a residential use of property for zoning purposes and shall be permissible uses in all residential zoning districts. A family care home does not require a special use permit. If there is another family care home located within a ~~one-and-half~~ one-half-mile radius of an existing family care home the town ~~can~~ shall prohibit any other family care homes in that area.

Proposed addition to R-15 permitted uses within Chapter 36, Article 5, Sec. 36-115:

- Family care home

Statement of Consistency

The proposed text amendment to add the definition of "Family Care Homes" to the Erwin Code of Ordinances, Chapter 36, Article 2, entitled "Definitions", as well as the amendment to Chapter 36, Article 5, Sec 36-115, entitled "R-15 Permitted Uses" allowing Family Care Homes as a permitted use within R-15 zoning district would bring the Town of Erwin's Code of Ordinance in line with the requirements of the North Carolina General Statutes.

Therefore, it is recommended that this text amendment **be approved**.

MINUTES CONTINUED FROM FEBRUARY 16th 2026

Scott Brown stated that he would have to speak to the developer regarding annexation, he was unsure of the answer at this time.

Chairperson Nicholas Skatell asked if there was anyone else to speak on the subdivision.

Mr. Wayne Tyndall of 380 NC 82, which is located across from the subdivision, asked questions regarding the number of bedrooms per home, as well as how many parking spaces the homes would have.

Mr. Brown stated that he was unaware, since his client is not the builder, but rather the developer. They would be responsible for creating the lots within the zoning classification and then sell the lots to be built upon.

Mr. Wayne Tyndall asked where the entrance of the subdivision would be, and if there has been any thought of the side of the road they would be turning from.

Mr. Brown stated that they would be following all NCDOT requirements.

Dr. Mary Margaret Tripp Hether, and Mr. Mark Tripp, both of Benjamin Tripp Lane, asked what the stormwater and drainage plan would be for this development. They expressed concern with water coming in from another local development and want to ensure adequate planning to mitigate flooding.

Town Planner Dylan Eure stated that a development of this size would require approval from North Carolina Department of Environmental Quality, depending on the impervious surfaces and ground types.

Chairperson Nicholas Skatell asked if there was anyone else present to speak on this major subdivision. No one came forward.

Board Member Howard Godwin made a motion to approve the Matthew Property Preliminary Major Subdivision, which was seconded by Kathryn Moore. **The Board voted unanimously.**

Family Care Homes

Town Planner Dylan Eure informed the Board that this is a proposed text amendment to Chapter 36, Article 2 of the Code of Ordinances, entitled "Definitions", as well as Chapter 36, Article 5, Sec 36-115 entitled "R-15 Permitted Uses" to provide an updated definition of family-care homes as well as include them as a permitted use within R-15 zoning district, as required by North Carolina General Statute.

Board Member Grace Watts asked if there were any plans to add any new family care homes to Erwin at this time.

Town Planner Dylan Eure stated that there is not, this amendment just brings our Code of Ordinances in line with the General Statutes.

MINUTES CONTINUED FROM FEBRUARY 16th 2026

Vice Chairman Jim Hartman asked if this would change the Good Hope mental hospital zoning?

Town Planner Dylan Eure stated that this would only affect those classified as Family Care Homes, which would allow 2-6 residents, so this would not apply to the hospital.

Vice Chairperson Jim Hartman made a motion to approve this text amendment, which was seconded by Kathryn Moore. **The Board voted unanimously.**

Chairperson Nicholas Skatell asked the Board to read the Statement of Consistency.

Board Member Marsha Woodard read the following Statement of Consistency:

"The proposed text amendment to add the definition of "Family Care Homes" to the Erwin Code of Ordinances, Chapter 36, Article 2, entitled "Definitions", as well as the amendment to Chapter 36, Article 5, Sec 36-115, entitled "R-15 Permitted Uses" allowing Family Care Homes as a permitted use within R-15 zoning district would bring the Town of Erwin's Code of Ordinance in line with the requirements of the North Carolina General Statutes.

Therefore, it is recommended that this amendment be **approved.**"

Board member Howard Godwin made a motion in the affirmative, which was seconded by Kathryn Moore. **The Board voted unanimously.**

ADJOURNMENT

Board Member Howard Godwin made a motion to adjourn the meeting at 7:33 P.M. and was seconded by Kathryn Moore. **Motion unanimously approved.**

**Minutes recorded and typed by
Katelan Blount, Deputy Town Clerk**



**Nicholas Skatell
Chairperson**



**Katelan Blount
Deputy Town Clerk**

Statement of Consistency

Family Care Homes Text Amendment

The proposed text amendment to add the definition of "Family Care Homes" to the Erwin Code of Ordinances, Chapter 36, Article 2, entitled "Definitions", as well as the amendment to Chapter 36, Article 5, Sec 36-115, entitled "R-15 Permitted Uses" allowing Family Care Homes as a permitted use within R-15 zoning district would bring the Town of Erwin's Code of Ordinance in line with the requirements of the North Carolina General Statutes.

Therefore, it is recommended that this text amendment **be approved**.



Nicholas Skatell
Chairperson



Katelan Blount
Deputy Town Clerk

§ 160D-907. Family care homes.

(a) The General Assembly finds it is the public policy of this State to provide persons with disabilities with the opportunity to live in a normal residential environment.

(b) As used in this section, the following definitions apply:

- (1) Family care home. – A home with support and supervisory personnel that provides room and board, personal care, and habilitation services in a family environment for not more than six resident persons with disabilities.
- (2) Person with disabilities. – A person with a temporary or permanent physical, emotional, or mental disability, including, but not limited to, an intellectual or other developmental disability, cerebral palsy, epilepsy, autism, hearing and sight impairments, emotional disturbances, and orthopedic impairments but not including persons with a mental illness who are dangerous to others as defined in G.S. 122C-3(11)b.

(c) A family care home is deemed a residential use of property for zoning purposes and is a permissible use in all residential districts. No local government shall require that a family care home, its owner, or operator obtain, because of the use, a special use permit or variance from any such zoning regulation; however, a local government may prohibit a family care home from being located within a one-half mile radius of an existing family care home.

(d) A family care home is deemed a residential use of property for the purposes of determining charges or assessments imposed by local governments or businesses for water, sewer, power, telephone service, cable television, garbage and trash collection, repairs or improvements to roads, streets, and sidewalks, and other services, utilities, and improvements. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d); 2021-88, s. 9(k).)

122C-3. Definitions.

changed because an individual is temporarily out of his or her county in a facility or otherwise.

(10a) County program. – A mental health, developmental disabilities, and substance abuse services program established, operated, and governed by a county pursuant to G.S. 122C-115.1.

(11) Dangerous to self or others.

a. Dangerous to self. – Within the relevant past, the individual has done any of the following:

1. The individual has acted in such a way as to show all of the following:

I. The individual would be unable, without care, supervision, and the continued assistance of others not otherwise available, to exercise self-control, judgment, and discretion in the conduct of the individual's daily responsibilities and social relations, or to satisfy the individual's need for nourishment, personal or medical care, shelter, or self-protection and safety.

II. There is a reasonable probability of the individual's suffering serious physical debilitation within the near future unless adequate treatment is given pursuant to this Chapter. A showing of behavior that is grossly irrational, of actions that the individual is unable to control, of behavior that is grossly inappropriate to the situation, or of other evidence of severely impaired insight and judgment shall create a prima facie inference that the individual is unable to care for himself or herself.

2. The individual has attempted suicide or threatened suicide and that there is a reasonable probability of suicide unless adequate treatment is given pursuant to this Chapter.

3. The individual has mutilated himself or herself or has attempted to mutilate himself or herself and that there is a reasonable probability of serious self-mutilation unless adequate treatment is given pursuant to this Chapter.

Previous episodes of dangerousness to self, when applicable, may be considered when determining reasonable probability of physical debilitation, suicide, or self-mutilation.

b. Dangerous to others. – Within the relevant past, the individual has inflicted or attempted to inflict or threatened to inflict serious bodily harm on another, or has acted in such a way as to create a substantial risk of serious bodily harm to another, or has engaged in extreme destruction of property; and that there is a reasonable probability that this conduct will be repeated. Previous episodes of dangerousness to others, when applicable, may be considered when determining reasonable probability of future dangerous conduct. Clear, cogent, and convincing evidence that an individual has committed a homicide in the relevant past is prima facie evidence of dangerousness to others.

(11a) Day/night service. – A service provided on a regular basis, in a structured environment that is offered to the same individual for a period of three or more hours within a 24-hour period.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 22, 2026

Subject: FY 2026-2027 Budget Public Hearing

I would like to remind everyone that the public hearing for the proposed FY 2026-2027 budget is scheduled for Monday, June 29, at 6:00 p.m. in the Town Chambers at Erwin Town Hall. The hearing has been properly advertised, and the proposed budget has been available for public inspection in accordance with applicable requirements.

As of the date of this memo, Senate Bill 889 (S889) remains on Governor Stein's desk. If no action is taken by June 20, 2026, the bill will become law. Senate Bill 474 (S474) was approved by the North Carolina House on June 17, 2026. However, because the House adopted amendments to the original bill, it must be returned to the North Carolina Senate for additional consideration and approval. If enacted, S474 would exempt Harnett County from the provisions of S889.

At this time, I do not believe there is sufficient time for S474 to complete the legislative process and become law before June 30, 2026. Therefore, the proposed FY 2026-2027 budget has been prepared based on the assumption that S889 will become law.

We are operating under a tight timeline and must adopt a budget by June 30, 2026. As part of the budget adoption process, the Board must also establish a property tax rate. Once adopted, the tax rate cannot be modified without following a formal process that is intended only for limited and extenuating circumstances. For this reason, the public hearing was scheduled as late as practicable to allow the Town the greatest opportunity to assess the final outcome of S889 and, potentially, S474 before taking action.

While not an ideal solution, the Board retains the option of adopting interim appropriations to keep the government operating on a temporary basis.

BUDGET ORDINANCE AMENDMENT
BOA 2026 – 09
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 \$6,000. This amendment is to cover the increase in Fire Tax Revenue and Expense budget line items.

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3530-025	Fire Protect. Chg'25	\$348,041.00	(+) \$1,972.00	\$350,013.00
10-3540-025	DMV Fire Prot '25	\$ 47,144.00	(+) \$4,028.00	\$ 51,172.00

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-5300-450	Fire Tax-Contract Serv.	\$395,185.00	(+) \$ 6,000.00	\$ 401,185.00

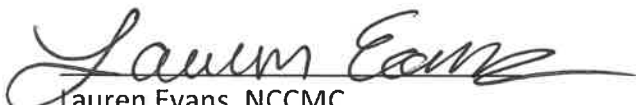
Section 4. Copies of this budget amendment shall be furnished to the Clerk, the Governing Board, the Budget Officer and the Finance Director for their direction.

Adopted this 22nd day of June 2026.



Randy Baker
Mayor

ATTEST:


Lauren Evans, NCCMC
Town Clerk

MINUTES CONTINUED FROM JUNE 22, 2026**ADJOURNMENT**

Commissioner Nelson made a motion to adjourn at 7:03 P.M. and was seconded by Commissioner Byrd.
The Board voted unanimously.

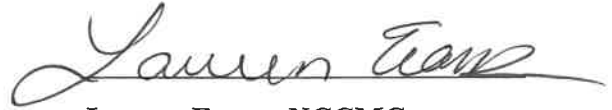
**MINUTES RECORDED AND TYPED BY
LAUREN EVANS TOWN CLERK**

ATTEST:



Randy Baker

Mayor



Lauren Evans, NCCMC

Town Clerk