

**THE ERWIN BOARD OF COMMISSIONERS
JANUARY 2024 REGULAR WORKSHOP
MONDAY, JANUARY 22, 2024 @ 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. 2023-2024 Street Resurfacing Recommendations (**Page 2**)
 - B. RFQ- St Matthews Road (**Page 4**)
 - C. BOA-2024-04 (**Page 42**)
 - D. NC DOT ROW Contract (**Page 44**)
 - E. Surplus Vehicles (**Page 54**)
 - F. Bayles Street Extension (**Page 55**)
 - G. Updated SRO Reimbursement Agreement (**Page 60**)
 - H. FAMPO Update (**Page 84**)
 - I. Economic Development State Grant (**Page 85**)
 - J. Park Expansion State Grant (**Page 87**)
 - K. Porter Park Water Resource Grant (**Page 88**)
 - L. Accessory Structure Text Amendment (**Page 90**)

- 4. CLOSED SESSION**
 - A. Pursuant to General Statute 143-318.11(a) (6) for the Purpose of Discussing Personnel

- 5. MANAGER'S REPORT**

- 6. GOVERNING COMMENTS**

- 7. ADJOURNMENT**



TOWN OF ERWIN

Post Office Box 459
Erwin, NC 28339
(910) 897-5140

M-E-M-O-R-A-N-D-U-M

DATE: January 9, 2024
TO: Mayor and Town Board of Commissioners
FROM: Bill Dreitzler, P.E., Town Engineer
RE: 2023-2024 Powell Bill Street Re-surfacing Priority Recommendations

Snow,

After review of our street resurfacing locations over the last few years, review of the 2023 Pavement Condition Survey, and our continued field condition evaluation, please consider the following recommendations:

1. N 16th Street (W N Street to Cul-de-Sac - Approx. 1,000 LF)
Estimated Cost: \$45,000
2. N 11th Street (E L Street to E H Street – Approx. 1,800 LF)
Estimated Cost: \$63,000
3. Duke Street (Approx. 900 LF)
Estimated Cost: \$31,500

The 2023 Street Pavement Condition Report assigned a Pavement Condition Index (PCI) to each section of the Town’s Street system. The street condition is considered very poor with a PCI in the range of 0-26 and considered poor with a PCI in the range of 25-65. The streets recommended above for resurfacing had some of the lower PCI ratings. N 16th had a PCI that ranged from 20.1 to 50.2 with the cul-de-sac section the poorest. N 11th Street had a PCI that ranged from 50 to 51.8. Duke Street had a PCI of 48.7.

The opinion of cost is based on an evaluation of the re-surfacing cost over the last few years. Based on the opinion of cost above, the estimate for resurfacing is \$139,500 plus any additional cost for patching and pothole repairs.

W N Street rated very poorly; however, with the pending Townhome project that will be accessed from the south end of N 16th Street staff is recommending that resurfacing of W N be delayed until after construction of the Townhome project to avoid damage from the construction traffic. In addition, staff is recommending that the section of N 16th Street from W N Street to the south end of N 16th Street be delayed for the same reasoning. Staff will re-evaluate street conditions based on the PCI values in the 2023 Report when making recommendations for resurfacing in the next budget year. However, based on my assessments for this year's recommendations, I would offer the following as high priority when we reach the FY 2024-2025 budget:

1. E H Street
2. Don Ron Road
3. W N Street

Please advise if you have any questions or comments and if you have any additional streets you would like evaluated prior to finalizing these recommendations.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Dreitzler". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Bill Dreitzler, P.E.
Town Engineer



REQUEST FOR QUALIFICATIONS

ST. MATTHEWS ROAD WATER AND SEWER EXTENSION

ENGINEERING AND PERMITTING

REQUESTED BY:

TOWN OF ERWIN

P.O. BOX 459

ERWIN, NC 29339

DATE OF ISSUE: DECEMBER 4, 2023

RFQ'S DUE: December 21, 2023

By 5:00 PM



Request for Qualifications

ST. MATTHEWS ROAD WATER AND SEWER EXTENSION

PURPOSE OF RFQ

- The Town of Erwin (the “Town” or “Owner”) is soliciting submittals from qualified engineering consulting firms interested in providing professional services for the engineering design and permitting to provide an extension of the Harnett Regional Water system (water and sewer) along St. Matthews Road between East Jackson Boulevard and Bryant Road.
- The Town will follow a Qualifications Based Selection process as required by the N.C. General Statutes and select the most qualified firm to negotiate a contract for services. This RFQ provides complete information of the services being sought, the submittal requirements, and timeline. Copies of the RFQ and any addenda may be acquired from the Town of Erwin’s website: www.erwin-nc.org. Interested firms may submit a Statement of Qualifications meeting the requirements in the RFQ.
- The Town of Erwin encourages the participation of small contractors, minority contractors, physically handicapped contractors, women contractors, and historically underutilized businesses in the construction of this project.

SITE DESCRIPTION

- The project area is located along St. Matthews Road from East Jackson Boulevard to Bryant Road.





Request for Qualifications

SCOPE OF WORK

- Provide an extension of the County's water and sewer along St. Matthews Road from East Jackson Boulevard to Bryant Road. The extension shall be in coordination with a proposed development along the east side of St. Matthews Road.
- Sewer extension shall be coordinated with the proposed development on the east side of St. Matthews Road to connect to the collection system within the development. The Town is in discussions with the developer to upsize the proposed sewer pump station to take into account the additional flows from undeveloped property this project will serve.
- Design/Location survey, engineering, permitting, bidding and construction administration for culvert replacement.
- The utilities will be turned over the Harnett Regional Water at the end of the project. Coordination with HRW during the design, permitting and construction process will be required.
- Coordination of environmental and geotechnical investigations as may be required, production of construction plans, specifications and front end contract documents.
- Permitting will include, but not limited to water, sewer and erosion control. The design will also require review and approval from Harnett Regional Water.
- Coordinate the bidding process. Provide a bid certification and make a recommendation of award.
- Provide construction inspection and administration services. The CEI scope shall include attending regular progress meetings with the Town and Contractor, shop drawing review and approval, addressing contractor questions or requests for information, review of pay applications, part time construction observation.

PROPOSAL REQUIREMENTS

To evaluate responses efficiently and equitably, qualifications responses must be submitted as identified below. Failure to submit this information may render your proposal void. Each respondent shall provide the following company information:

Section 1: Introduction: Company Profile

- Company name and business address, telephone number, email address, and website address.
- The type of company (individual, partnership, corporation, etc.) and the names of all partners, principals, etc.
- Year established. Include former company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the company's authorized negotiator. The person identified must be empowered to make binding commitments for the company.



Request for Qualifications

Section 2: Experience

- Describe the firm’s experience with similar projects.

Section 3: Description of Design-Team

- Include a list of key personnel who may be assigned to this project, their project roles, and relevant qualifications and experience.

Section 4: Project Approach

- Provide a description of the proposed approach to the project. Include a response to the preliminary scope but do not simply restate the scope. Identify key risks / challenges / concerns you anticipate and any mitigation steps to achieve successful delivery. Describe the team’s approach to design document quality assurance and quality control. Describe the team’s track record delivering projects with minimal change orders. Describe the team’s level of experience with working with municipal government and past elevated water storage tank projects. Provide an outline project schedule, showing major tasks, milestones and deliverables including review meetings with the Town project team.

Section 5: Current Workload

- Provide a listing of ongoing projects (workload of the firm) and your commitment to provide adequate personnel resources to our project.

Section 6: References

- Provide at least three references for similar projects; include summary of the project, the date completed, if completed on time, original proposed cost, final cost, and entity name, point of contact, address, and verified telephone number of each to contact.

Section 7: Exceptions

- **Exceptions to the Scope of Services.** All exceptions/deviations to the required scope of services shall be documented on a separate page and submitted in this Section.
- **Litigation.** Provide pending, ongoing, or prior litigation within the last 10 years.

CONTRACT TERMS AND CONDITIONS

- Town of Erwin reserves the right to award this contract in whole or in part, in the best interest of the Town and further reserves the right to accept or reject any or all submittals.
- Town of Erwin reserves the right to request clarification or supplemental material if it feels necessary to make a qualified judgment to the firm’s ability to perform the work.
- Town of Erwin reserves the right to amend the RFQ at anytime; to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information to make a selection.



Request for Qualifications

- Town of Erwin also reserves the right to cancel or reissue the RFQ, to reject any or all submissions, to waive any irregularities or informalities in the selection process, and to accept or reject any item or combination of items.
- The awarded firm shall not commence work under this contract until all insurance required by the Town has been submitted and approved. The firm must maintain insurance coverage for the duration of the contract period.
- This RFQ does not obligate the Town of Erwin to accept or contract for any expressed or implied services.
- Town will not reimburse the firm for any of the cost involved in the preparation and submission of responses to this RFQ or in the preparation for any attendance at subsequent interviews.

SUBMISSION OF PROPOSALS

If the submittal does not meet all requirements, it will be disqualified. Qualifications should be submitted by no later than 5:00 PM on December 21, 2023. Submittals may be via email or hard copy. Hard copies (submit 4) shall be sent to:

Town of Erwin
Attn: Town Engineer
P.O. Box 459
Erwin, NC 28339

Emailed submittals and/or Questions should be directed to William (Bill) W. Dreitzler, P.E., Town Engineer at bdreitzler@dm2engineering.com. Phone: 919-818-2235

SELECTION CRITERIA

- The Town staff will review proposals based on the criteria below and make a recommendation to negotiate a tentative contract. Each RFQ response will be evaluated on their Statement of Qualifications score (100 points maximum) as determined by a qualification review process and the scoring criteria noted below:
 1. Design Team Experience and Qualifications with Similar Project (35 points)
 2. Project Understanding and Approach (45 points)
 3. RFQ Quality and Responsiveness (10 points)
 4. Reference Projects (10 points)

END RFQ



We're Not Just Consultants. We're Partners.

"Underfoot Engineering is built on the real-world values of Integrity, Respect, and Teamwork."

Landon M. Lovelace, PE
Founder, Principal



underfoot
ENGINEERING

1149 Executive Circle, Suite C | Cary, NC 27511
NCBELS # C-3847 | SCLLR # 6356 | NCBOLA C683
919.576.9733

Forward Thinking. Grounded Design.
www.underfootengineering.com

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Underfoot Engineering Incorporated is recognized as a Small Business Enterprise (SBE) with the State of North Carolina and the US Federal Government and is a certified Small Professional Services Firm (SPSF) with the North Carolina Department of Transportation. Underfoot is licensed to provide engineering services by the NC Board of Examiners & Surveyors (NCBELS) and landscape architecture services by the NC Board of Landscape Architects (NCBOLA).

STATEMENT OF QUALIFICATIONS

December 15, 2023

Town of Erwin
Attn: Town Engineer
PO Box 459
Erwin, NC 28339

Re: Request for Qualifications

Scope of Services: *St. Matthews Road Water and Sewer Extension*

We are pleased to present this Statement of Qualifications on behalf of Underfoot Engineering, a civil engineering and landscape architecture design firm that embodies the core values of ***Integrity, Respect, and Teamwork***. With unwavering dedication to these principles and a proven track record of delivering exceptional projects, we are excited to collaborate with the Town of Erwin.

At Underfoot, we firmly believe that design has the power to shape lives, communities, and the world around us. We strive to maintain the highest standards of professionalism and accountability on all projects, fostering trust and long-lasting partnerships with our clients. It is from these values that we derive our design philosophy: ***Forward Thinking – Grounded Design***.

We understand that design is not just about meeting present needs but also anticipating future challenges and opportunities. By deeply engaging with each site and its stakeholders, we develop design solutions that stand the test of time and are conscientious of project budgets and time constraints.

Please accept this as our Statement of Qualifications for the St. Matthews Water and Sewer Extension project. We are confident the Town of Erwin will find our background, experience, and project team well suited to the requested scope of work.

Sincerely,



Mike Roseli, PE
Principal, Vice President

1. COMPANY PROFILE

Name: Underfoot Engineering Incorporated
Established: 2012
Entity Type: Corporation
Partners: Landon Lovelace, Mike Roselli (Principals)
Address: 1149 Executive Circle, Suite C, Cary, NC 27511
Telephone: 919-576-9733
Email: mroselli@underfootengineering.com
Website: underfootengineering.com
Negotiator: Mike Roselli – Vice President (contact information above)

Underfoot Engineering is a civil engineering and landscape architecture firm focused on providing clients with unparalleled service and superior technical engineering. Founded in 2012, Underfoot has made its home in North Carolina for over eleven years.



With a client-focused model and extensive experience in all facets of land development, Underfoot is able to deliver projects from inception to completion, consult as a team on best land development processes and practices, and save clients time and money.

Underfoot understands that each client and each project is unique. Using strong collaboration and clear communication we find the balance between sustainability, functionality, value, and project deadlines to meet the goals for each individual project.

2. EXPERIENCE

Underfoot places significant importance on comprehensive utility planning and design. Over the past eleven years, our team has been engaged in development projects across North Carolina requiring utility design. Our staff acknowledges that even seemingly straightforward projects can encounter challenges, prompting the need for inventive solutions. While we understand the inevitable compromises involved, we're committed to uncovering innovative solutions. Section 6 of this Statement of Qualifications details five (5) similar projects and provides contact information and references. The following is a brief synopsis of other similar contracts performed in the past five (5) years, design & permitting timelines and associated personnel:

Project Name	Design & Permitting Timeline (Months)	Primary Review Agency	Personnel
Cardinal Oaks	12	City of Durham	Landon Lovelace, Mike Roselli
Brightleaf Tract 8	12	City of Durham	Landon Lovelace, Mike Roselli
Hills at Northpoint	18	City of Durham	Mike Roselli, Jeff Taboada
Arrington Townhomes	24	Durham / Durham Co.	Mike Roselli, Jeff Taboada, Michael Peterson
Southall Parcel	18	City of Raleigh	Landon Lovelace
Coats Mini Storage	15	Angier / Harnett	Landon Lovelace, Mike Roselli
Holly Springs Business Park	15	Holly Springs	Mike Roselli, Jeff Taboada
Brown Daycare	30	Holly Springs	Mike Roselli, Jeff Taboada
Arlene Street Subdivision	15	City of Durham	Landon Lovelace
Wabash Parcel Durham	24	City of Durham	Landon Lovelace
Farrington Townes	15	City of Durham	Mike Roselli, Jeff Taboada
5401 North Lot 55	12	City of Raleigh	Mike Roselli, Jeff Taboada
Brentwood	8	City of Raleigh	Mike Roselli, Jeff Taboada
Tech Park Lane	18	Fuquay-Varina	Mike Roselli, Jeff Taboada
2408 Fleming	18	Fuquay-Varina	Mike Roselli, Jeff Taboada, Michael Peterson
Messer Parcels	18	Coats / Harnett	Landon Lovelace
370 Green Oaks	12	Holly Springs	Mike Roselli, Herge Nselike, Jeff Taboada
Page Durham	18	City of Durham	Landon Lovelace
Lauder Parcel	18	Coats / Harnett	Mike Roselli, Jeff Taboada, Michael Peterson
Independence Park	15	City of Durham	Landon Lovelace
Southern Pines Office	10	Southern Pines	Mike Roselli, Jeff Taboada
Clayton Mini Storage	12	Harnett County	Mike Roselli, Herge Nselike
South Cross	18	Town of Angier	Landon Lovelace, Mike Roselli, Jeff Taboada, Herge Nselike
Massey Chapel	12	City of Durham	Mike Roselli, Jeff Taboada, Michael Peterson
Nichols Village	12	City of Durham	Mike Roselli, Jeff Taboada, Michael Peterson
1742 Oakridge	15	Harnett County	Mike Roselli, Herge Nselike
Richardson Farms	12	Wendell	Landon Lovelace

Figure 1: Similar Projects Performed (2018-2023)

3. DESCRIPTION OF DESIGN TEAM

3.1 Staff Members and Responsibilities

Taking the helm as project manager will be **Landon Lovelace**, a licensed Professional Engineer with extensive experience in utility design projects. Landon possesses a keen understanding of a project's potential and challenges during the design phase, recognizing the delicate equilibrium among its diverse components. Landon is the President of Underfoot Engineering and his adeptness positions him well to manage the team to successful project outcomes for the Town.

Leading design and handling all quality control and assurance (QC/QA) responsibilities is **Mike Roselli**. With a background of managing many development projects in North Carolina over the years, Mike is a licensed Professional Engineer and Landscape Architect and brings profound insights into the process to ensure adherence to project guidelines. Mike will also guide permitting efforts and coordination with additional entities as required (such as Harnett County, NCDOT, and NCDEQ) and will be responsible for stakeholder engagement. Utilizing his background in planning and landscape architecture, Mike understands the importance of dedicated stakeholder engagement efforts during the beginning phases of design projects.

Supporting Mike and Landon will be Herge Nselike. Herge is a licensed Professional Engineer and has worked on a variety of utility design projects. His insight into project costs and design refinement enables the team to develop cost savings that might otherwise be unexplored. His experience with both residential and commercial projects enriches his contributions. Herge will coordinate other designers and drafting personnel to develop designs and construction documents.

Jeffrey Taboada and Michael Peterson are designers on the team at Underfoot and, having worked with Herge, Landon, and Mike on numerous design projects, are both valuable assets to the project. Jeffrey's experiences with private utility corridors and

power companies and Michael's experiences with drafting design provide the team with a well-rounded repertoire of design sensibilities.

3.2 Team Organization Chart

The following is a project-specific firm chart. Though additional designers will be available based on workload and staffing needs, this chart details the core personnel, responsibilities, and reporting relationships anticipated. Resumes for Mr. Lovelace and Mr. Roselli have been appended to the back of this Statement of Qualifications.

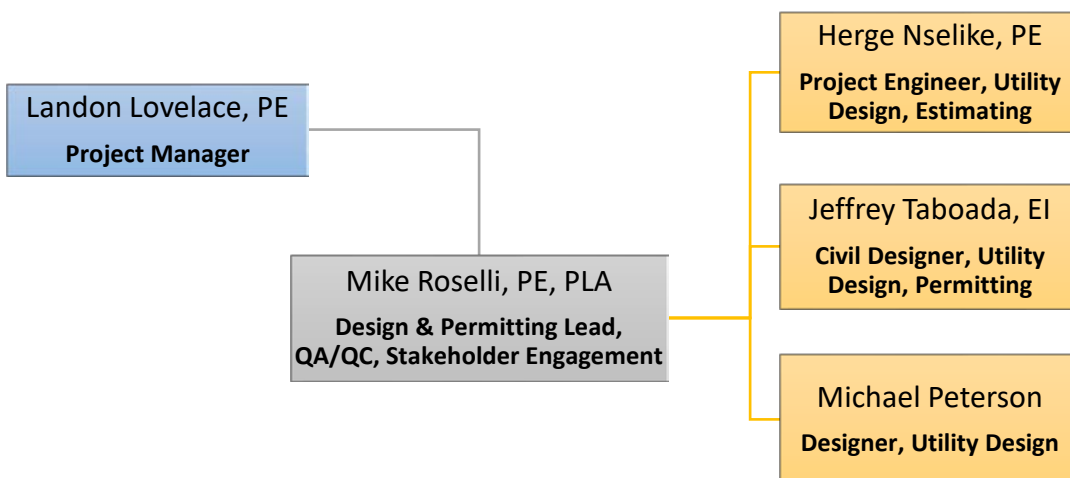


Figure 2: Project-Specific Firm Chart

4. PROJECT APPROACH

The design approach for Design Services will be a collaborative and well-coordinated team effort. It will be essential to get a thorough understanding of project goals from ALL stakeholders including design, cost, maintenance, and life expectancy of utility improvements. The design team will bring expertise in all the facets of the project from planning and design to permitting. Each of the smaller components can be dependent upon one another.

There are a few keys to success that we include in our approach, namely:

- **Specific Utility Design Expertise**
- **Understanding Local Requirements** – our local experience with permitting and the relationships with Harnett County, NCDOT, and NCDEQ
- **Organized Project Management Approach**
- **Communication** – regular, frequent meetings with the design team, regular status updates, full availability of design principals.

This expertise will allow for the selection of the correct materials and construction techniques based on existing conditions, opportunities, and constraints unique to each of the proposed improvements. Our experience will benefit the project through the design and construction process and set up conditions for the ease of long-term maintenance.

Our approach will rely on effective organization and communication throughout the entire process. **We feel strongly that thorough and constant communication is the key to a successful project.** Regular and frequent meetings are proposed during both the design and construction phases to ensure project goals and objectives are evaluated and met. Experience has shown that regular team meetings between design professionals and clients promote focus, communication, and effective critical decisions. Utilizing current technologies available and preferred by Town and County staff, we will establish a protocol for project communications.

Based on the extensive experience of the team with other municipal government agencies and water and sewer main extension projects, our recommendation and methodology is to phase the project into key design stages.

4.1 Schematic Design

Schematic design meetings will be held with the Town or Erwin and Harnett County and any other site representatives to cover general items that relate to the project. The intent of these meetings is to identify and develop overall project goals, constraints, and opportunities related to:

- **Physical Site Characteristics**
- **Required Specifications**
- **Cost**
- **Construction Schedule**
- **Other Stakeholders**

4.2 Due Diligence / Conceptual Design

A formal due diligence phase will be necessary to obtain all existing conditions and permitting requirements. Underfoot will work with the Town to obtain and review:

- **Field Survey** - Including boundary, topography, built features, wetlands, streams, trees, and other environmental features.
- **Other Investigations Required** - Including geotechnical work and environmental studies.
- **Permitting Requirements** - Including but not limited to Town requirements, County requirements, utility permits, grading and erosion control permits, environmental impact permits, NCDOT permits, and NCDEQ permits.

This process may culminate in the preparation of a formal Due Diligence Report outlining information gathered from stakeholder meetings, existing conditions information, and permitting requirements. The narrative provides a recommended course of design, conceptual drawings performed to date, and may also include **Probable Cost Opinions** based on unit pricing provided to the firm.

Due diligence / conceptual design is a crucial design step that minimizes - and can eliminate - future change orders. From previous experience on similar projects, many preventable field issues are driven by horizontal and vertical utility conflicts, often conflicts with private dry utilities such as gas, fiber, and cable. By insisting on subsurface utility exploration at this critical time in the project, these can be identified to minimize future design or construction changes.

4.3 Design Document Schedule

The ultimate culmination of this research will inform final production of all required design documents including drawings, details, reports, calculations, specifications, and permit applications. These are typically provided at key milestones for each project. Each major task milestone is associated with progress on deliverables, as well as Quality Assurance / Quality Control checks by the lead designer, and includes review meetings with the Town project team:

- **30% Submittal:** Drawings will be submitted for review.
- **60% Submittal:** Drawings and specifications will be submitted for review.
- **90% Submittal:** Drawings, specifications, and permit applications submitted for final review.
- **100% Submittal:** All drawings approved, permits in hand, ready to bid.

4.4 Permitting

Having previously worked in this vicinity with the Town of Erwin on the adjacent development on St. Matthews Road, Underfoot is uniquely positioned to design and permit this project. Our team is actively working on projects in Harnett County and regularly corresponds with Harnett Regional Water, NCDOT, and NCDEQ for projects in the area. Permitting through these agencies is anticipated to commence concurrently with the design document schedule above and will continue until permit approvals are in hand.

4.5 Construction Administration

Underfoot has extensive experience providing construction inspection and administration services. As part of Underfoot's scope of work on all of its projects, the team regularly coordinates bidding, reviews bid tabulations, reviews shop drawings, meets with contractors and owners, responds to RFIs (requests for information), and issues pay application letters.

4.6 Technology

At Underfoot, we consistently evaluate our technological tools to ensure they align with our clients' requirements. Recognizing your desire for a consulting partner that seamlessly integrates with your team, we adapt our communication and design approaches to suit.

Consequently, we continuously update our software and hardware to stay current while also retaining previous versions to accommodate clients opting not to upgrade. Through maintaining a repository of resources, we cater effectively to a wide range of clients across various applications.

To enhance communication, provide design, and generate project deliverables, Underfoot employs a suite of software applications. Our typical communication tools encompass:

- **Microsoft Office and Microsoft Teams**
- **Microsoft SharePoint for large file transfers**

Our firm's network enables real-time access and file sharing, and we execute nightly data backups to both on-site and off-site locations. The Underfoot design team maintains extensive proficiency in AutoCAD Civil3D and leverages several software packages that complement and elevate these critical CAD platforms. Notable examples of design and production software include:

- **Bentley StormCAD**
- **EPANet**
- **Hydraflow Hydrographs**

5. CURRENT WORKLOAD

Underfoot has a strong track record of staying on time and within budget. The key to our success is smart resource management. We use weekly progress reports that provide our project managers with real-time updates on staffing and expenses for their projects.

This information helps closely monitor project costs, how well we manage them, and our status on the project schedule. Additionally, we regularly set up phone calls with our clients to discuss progress and what steps are coming up next.

We divide each project into task phases and area of expertise. We then summarize the expected work effort which forms the basis for setting and tracking the project budget. We keep tabs on the budget based on the percentage of completion, giving us insight into our performance each month.

This project plan also plays a role in determining the necessary staff for each project and forecasting the labor needs for each phase. We frequently review the work plan throughout the project and align it with our workload tracking process to predict future project workloads.

With a continuous overview of our staff workload, Underfoot is well-prepared to initiate the start of schematic design within two weeks of receipt of a task order – from there, we work with our clients to develop the project plan for the remaining future phases of each project.

Regular communication and clear delineation of team member responsibilities are vital for maintaining schedules. With this in mind, our project-focused work plans highlight critical project milestones and deliverable deadlines. We actively manage our team's resources to ensure we meet the agreed-upon schedules and keep your project moving smoothly.

At the time of writing, this design team has the following projects at various levels of design or permitting:

- Subdivision – Aberdeen, NC: Due Diligence
- Mini Storage – Clayton, NC: Site Plan Drawings
- Subdivision – Angier, NC: Site Plan Drawings
- Apartments – Pittsboro, NC: Starting Design Drawings
- (2) Subdivision – Durham, NC: Final Design Drawings
- Subdivision – Coats, NC: Final Design Drawings
- Flex Building – Holly Springs, NC: Final Design Drawings
- Subdivision – Harnett County: Final Design Drawings
- (2) Subdivision – Durham, NC: Construction Administration
- (2) Subdivision – Durham, NC: Asbuilt Record Drawings

This list is constantly updating as projects progress and will undoubtedly have been updated at the time the firm has been engaged for this project. That said, Underfoot is confident in the ability and position to take on additional projects and is committed to providing adequate personnel resources to this Town of Erwin project.

6. REFERENCES

The following is a synopsis of similar contracts performed in the past five (5) years. Corresponding references are included at the bottom of this section.

6.1 Ridgefield Farms, Cary NC

Project background: Ridgefield Farms Subdivision is a redevelopment project that created 144 single family residences. Design included water, reclaimed water, sanitary sewer, and stormwater. The project consisted of two off-site sanitary sewer outfalls, including one



that required bore and jack operations under Carpenter Fire Station Road requiring significant coordination with Town staff. Additionally, the project included approximately 1/3 mile of road widening to Green Level Church Road (including medians, streetside trails, stormwater, and utilities) which was closely coordinated between NCDOT and the Town. Construction Administration was also performed for the project.

Total contract price and timeline: Design +/- \$500,000, with final cost as anticipated. Design and permitting +/- 18 months. *Project Contact: J. Adam Ashbaugh, PE, AICP*

<p>Primary Review Agency: Town of Cary</p> <p>Challenges: Large bore and jack under Carpenter Fire Station Road to connect sanitary sewer.</p>	<p>Key Project Elements:</p> <ul style="list-style-type: none"> • Water, Reclaimed Water, and Sewer Design • Extensive widening and coordination with Town of Cary and NCDOT Right of Way on Green Level Church Road • (2) Off-site Sewer Outfalls
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6.2 Park Townes, Cary NC

Project background: Park Townes is a redevelopment project that created 30 high-end single-family residences in Downtown Cary adjacent to the new Downtown Cary Park. Design included improvements to the existing (and aged) utility systems and roadway within E Park Street including design of the Town of Cary Downtown Streetscape. This high-visibility urban design project required close coordination with many Town of Cary departments. Construction Administration was also performed for the project.



Total contract price and timeline: Design +/- \$80,000, with final cost as anticipated. Design and permitting +/- 12 months. Project Contact: Josh Swindell

<p>Primary Review Agency: Town of Cary</p> <p>Challenges: Working in dense, downtown area.</p> <p>Extensive coordination with Town utility staff for utility records of older elements of the Town of Cary utility system.</p>	<p>Key Project Elements:</p> <ul style="list-style-type: none">• Water and Sewer Design• High-visibility adjacent to Downtown Cary Park• Dense urban design• LID / alternative stormwater design
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6.3 Walker Row, Cary NC

Project background: Walker Row is a redevelopment project that created 44 high-end single-family condominiums in Downtown Cary. Design included improvements to the existing (and aged) utility systems and roadways within Byrum Street and Walker Street including design of the Town of Cary Downtown Streetscape, on-street parking, and GSI Stormwater improvements. The project consisted of urban stream buffers and floodplain considerations to contend with. This high-visibility urban design project required close coordination with many Town of Cary departments.

Total contract price and timeline: Design +/- \$200,000, with final cost as anticipated. Design and permitting +/- 18 months. Project Contact: Jeremy Spivey

<p>Primary Review Agency: Town of Cary</p> <p>Challenges: Working in dense, downtown area.</p> <p>Extensive coordination with Town utility staff for utility records of older elements of the Town of Cary utility system.</p>	<p>Key Project Elements:</p> <ul style="list-style-type: none"> • Water and Sewer Design • Dense urban design • GSI stormwater design • Unique urban form • Existing floodplain coordination
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6.4 Page Place – Raleigh, NC

Project background: Page Place is a development project that created 151 single family townhomes on a parcel that straddles the Wake and Durham County line, providing interesting design challenges. The design included City of Raleigh water, sanitary sewer, and stormwater. The project consisted of two off-site sanitary sewer outfalls, including one that traversed an existing Duke Power Transmission Line Easement and one that required in-place upsizing of an existing sanitary sewer outfall and bypass pumping in intricate areas and across the Brier Creek Golf Course. The project also required an off-site waterline extension and looping due to limited connection opportunities near the county line. Additionally, the project included approximately 1/4 mile of road widening to Page Road (including street side trails, stormwater, and utilities) which was closely coordinated between NCDOT and the City of Raleigh. Construction Administration is also being performed on the project.

Total contract price and timeline: Design +/- \$500,000, with final cost as anticipated. Design and permitting +/- 18 months. Project Contact: Rob Rudloff

<p>Primary Review Agency: City of Raleigh</p> <p>Challenges: Coordination of upsizing of existing sanitary sewer outfall, including bypass pumping and</p>	<p>Key Project Elements:</p> <ul style="list-style-type: none"> • Water and Sewer Design • Stream Crossing • (2) Sanitary Sewer Outfalls
--	--

<p>coordination with City of Raleigh and Brier Creek Golf Course.</p> <p>Alternative waterline design to meet fire flow requirements with only one readily available connection.</p>	<ul style="list-style-type: none"> • Off-site Waterline Extension • Extensive widening of Page Road • Sewer outfall through 300' Duke Power Transmission Easement.
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6.5 Harlowe Point – Durham, NC



Project background: Harlowe Point is a development project that created 172 single family residences in a portion of Durham that is experiencing significant growth. The design included City of Durham water, sanitary sewer, and stormwater. The project had three off-site sanitary sewer outfalls, including one requiring in-place upsizing of an existing sanitary sewer outfall and bypass pumping in intricate areas within an established residential neighborhood. Additionally, the project included road widening to S. Mineral

Springs Road and Holder Road (including street side trails, stormwater, and utilities) which was closely coordinated between NCDOT and the City of Durham. Construction Administration is also being performed on the project.

Total contract price and timeline: Design +/- \$600,000, with final cost as anticipated. Design and permitting +/- 24 months. Project Contact: Tucker Ennis, PE

<p>Primary Review Agency: City of Durham</p> <p>Challenges: Coordination of upsizing of existing sanitary sewer outfall, including bypass pumping and coordination with City of Durham and adjacent homeowners.</p>	<p>Key Project Elements:</p> <ul style="list-style-type: none"> • Water and Sewer Design • Stream Crossings • (3) Sanitary Sewer Outfalls • Off-site Waterline Extension • Extensive widening of S. Mineral Springs Road and Holder Road.
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Connection to 16" waterline in NCDOT maintained roadway with considerations for butterfly valves, appurtenances, and dry utility coordination (fiber and gas relocation).	
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Contact information for project references:

Name: J. Adam Ashbaugh, PE, AICP
Title: Director of Land Entitlements, Planning and Engineering
Agency or Firm Name: DRB Group
Business Address: 3000 RDU Centre Drive, Suite 202
City: Morrisville, NC 27560
Phone Number: 919.796.5956
Email Address: jashbaugh@drbgroup.com

Name: Josh Swindell
Title: Partner
Agency or Firm Name: Envision Homes
Business Address: 100 E. Six Forks Road, Suite 300
City: Raleigh, NC 27609
Phone Number: 919.389.7595
Email Address: josh@envisionhomesnc.com

Name: Jeremy Spivey
Title: President
Agency or Firm Name: JS Development
Business Address: 100 E. Six Forks Road, Suite 300
City: Raleigh, NC 27609
Phone Number: 919.796.5956
Email Address: jspivey@jsdevelopmentnc.com

Name: Rob Rudloff
Title: Land Planning and Entitlements Manager
Agency or Firm Name: Pulte Group
Business Address: 1225 Crescent Green Drive, Suite 250
City: Cary, NC 27518
Phone Number: 919.448.6308
Email Address: robert.rudloff@pultegroup.com

Name: Tucker Ennis, PE
Title: Land Entitlements Manager
Agency or Firm Name: Lennar
Business Address: 1100 Perimeter Parkway, Suite 112
City: Morrisville, NC 27560
Phone Number: 919.960.7674
Email Address: tucker.ennis@lennar.com

7. EXCEPTIONS

7.1 Exceptions to the Scope of Services

At this time, the following services are not provided in-house: survey, environmental investigations, or geotechnical investigations. Underfoot has extensive experience coordinating these scopes of work, and teams with a number of partners that can be brought to the table for these services, either as subcontractors or independent contractors, depending on the preferences of the Town of Erwin.

All other items specified as Scope of Work are regularly performed services by Underfoot Engineering.

7.2 Litigation

Underfoot Engineering has had no litigation brought against the firm since incorporation in 2012.



LANDON LOVELACE, PE

President

Landon serves in the capacity of Principal, President, and Project Manager. He is responsible for the management and the design of a range of residential, municipal, and commercial projects, as well as the design of associated improvements in the public right-of-way.

Landon has over twenty years of experience related to utility and transportation networks and systems, including but not limited to water, reclaimed water, and sewer design; planning and feasibility studies; grading, drainage, and stormwater management, sedimentation and erosion control; roadway and utility design; wetland, stream, and environmental impacts and permitting; hydrologic and hydraulic design of culverts, impoundments, channels, and piping networks.

Additionally, he has demonstrated expertise in construction administration and management, the preparation of specifications, bidding and contract documents, testing and inspections, managing pay requests, and project close-out procedures.

EDUCATION

BS, Civil Engineering
Michigan State University

PROFESSIONAL LICENSES

North Carolina PE #32674

SELECTED PORTFOLIO OF DESIGN

- Ridgefield Farms Subdivision – Cary, NC
- Braemore Subdivision – Cary, NC
- The Estates at Westhigh – Cary, NC
- Willow Oak Subdivision – Cary, NC
- Park Townes – Cary, NC
- Walker Row – Cary, NC
- Buhler Aeroglide Expansion – Cary, NC
- Page Place – Raleigh, NC
- Harlowe Point – Durham, NC
- Richardson Farms – Wendell, NC



MIKE ROSELLI, PE, PLA

Vice President

Mike serves in the capacity of Vice President as well as Project Manager. He is responsible for the management and design of a range of complex commercial and industrial developments, as well as the design of associated improvements in the public right-of-way (including but not limited to road widening projects).

Mike has over eleven years of experience related to utility and transportation networks and systems, including but not limited to water, reclaimed water, and sewer design; traffic data, congestion, signaling, and planning; roadway horizontal and vertical layout and design; grading; erosion and sedimentation control; permitting and cost analysis; hydrologic and hydraulic design of culverts, impoundments, channels, and piping networks.

Additionally, Mike has experience in right-of-way acquisition, abandonment, and project coordination with overlapping authorities such as between the State of North Carolina and incorporated jurisdictions and utility providers.

EDUCATION

BS, Civil Engineering
North Carolina State University

MLA, Landscape Architecture
North Carolina State University

PROFESSIONAL LICENSES

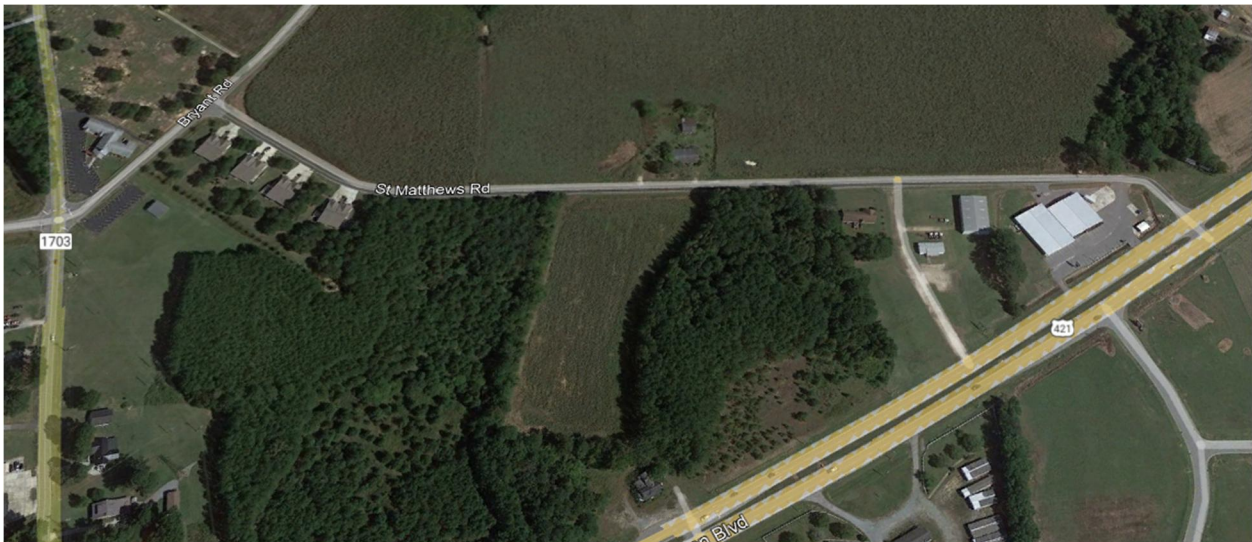
North Carolina PE #40768
South Carolina PE #79473
Georgia PE #39935
Florida PE #32414
North Carolina PLA #02313

SELECTED PORTFOLIO OF DESIGN

- Ridgefield Farms Subdivision – Cary, NC
- Braemore Subdivision – Cary, NC
- The Estates at Westhigh – Cary, NC
- Willow Oak Subdivision – Cary, NC
- Park Townes – Cary, NC
- Walker Row – Cary, NC
- Sorrell Street Subdivision – Cary, NC
- 5401 North Subdivision – Raleigh, NC
- Holston Subdivision – Fuquay-Varina, NC
- Autumn Lakes Subdivision – Zebulon, NC

Town of Erwin, NC St. Matthews Road Water and Sewer Extension

Statement of Qualifications



December 21, 2022



801 E. Washington Street
Nashville, NC 27856

Phone: 252.459.8196
astocks@stocksengineering.com



Wednesday, December 21, 2023

Town of Erwin
Attn: Town Engineer
PO Box 459
Erwin, NC 28339

**RE: Request for Qualifications
St. Matthews Road Water and Sewer Extension
Engineering and Permitting**

Dear Mr. Dreitzler:

Stocks Engineering, PA is committed to providing the Town of Erwin high quality engineering services that stems directly from our ambition to design the future, today. In 1999, Stocks Engineering opened its doors and has been thankful for the ability and privilege to have served clients for all these years. We are pleased to submit the enclosed proposal to serve the Town of Erwin in their need of Water and Sewer System improvements. The design team outlined in this proposal will provide the Town of Erwin with the engineering capability necessary to provide the residents of the town improved water and sewer systems.

The Town should select Stocks Engineering, PA because we are confident that we have assembled a team in this proposal that has the reputation, experience, and innovative thinking to deliver a design that is on time, on budget, clear and concise. Stocks Engineering has a reputation of providing design solutions that work. These include the North Hampton County Sewer Lift Stations and Force Main, the City of Reidsville Water and Sewer Projects, and the Town of Nashville Sewer Outfall and Lift Stations. By selecting Stocks Engineering for this project, the Stocks Engineering – Town of Erwin Alliance will prove a successful partnership.

If you have any questions or need to contact us further, feel free to reach us as provided below.

Primary Contact:

Mike Stocks, PE(19843)
801 East Washington Street
Nashville, NC 27856
mstocks@stocksenineering.com
Mobile: (252) 903-6891

Secondary Contact:

Andrew Stocks, PE (51543)
801 East Washington Street
Nashville, NC 27856
astocks@stocksenineering.com
Mobile: (252) 450-5140

We look forward to continuing to serve the residents we call friends and family, and the County we call home.

Sincerely,
Stocks Engineering, P.A.

J. Michael Stocks

J. Michael Stocks, PE
President

J. Michael Stocks, PE
801 East Washington Street
PO Box 1108
Nashville, NC 27856


252.459.8196 (voice)
252.459.8197 (fax)
252.903.6891 (mobile)
mstocks@sneering.com

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FIRM PROFILE

Stocks Engineering is pleased to present this team of design professionals in response to the Town’s solicitation for the St. Matthews Road Water and Sewer Extension. We believe that the team represented in this proposal has the experience, background, and relevant job performance history to provide the Town with the skills necessary to meet your needs.

PROPOSED TEAM		
FIRM NAME	ADDRESS	ROLE FOR THIS PROJECT
Stocks Engineering, PA  DUNS: 78-067-3229 NC Registration: C-1874	801 East Washington Street Nashville, NC 27856 252.459.8196 astocks@stocksengineering.com www.stocksengineering.com	Project Lead Wastewater and Water Design and Permitting QA/QC
True Line Surveying NC Registration: C-1859	205 West Main Street Clayton, NC 27520	Topographical Survey Boundary Survey Easement Mapping

Stocks Engineering, PA is a corporation that was established in 1999 by James Michael “Mike” Stocks, PE in Nashville, NC. Stocks Engineering is licensed to perform engineering services in North Carolina, South Carolina, Virginia, West Virginia, Tennessee, Pennsylvania, Utah, and Iowa. There is currently one office which is located at 801 East Washington Street in Nashville, NC, with 8 employees. Over the past 24 years in business, Stocks Engineering has gained a wealth of diversity in regard to design experience. These experiences include, but are not limited to, North Hampton County Lift Stations and Force Main, the City of Reidsville Water and Sewer Projects, and the Town of Nashville Sewer Outfall and Lift Stations, as well as Parking Lots, Office Buildings, Quick Serve Restaurants, Grocery Stores, Big Box Stores, and large and small residential developments. Being a small firm with a vast array of clients has allowed Stocks Engineering to diversify its’ knowledge and broaden the services we can offer to our clients.

True Line Surveying, established in 1999, is owned and operated by Curk T. Lane, PLC. Their office is located at 205 West Main Street in Clayton, NC. With over 30 years of experience, Curk T. Lane, PLS has performed multiple boundary, location, and topographical surveys for a multitude of clients and types of projects.

Stocks Engineering currently carries \$2,000,000 in General Liability Insurance with \$1,000,000 in Professional Liability.

Stocks Engineering is proud to serve the Harnett County Area with multiple current and past projects in the County.

EXPERIENCE

Our team has experience working on Utility projects and understands their special requirements, including:

- § Immediate Project Initiation and Start-Up
- § Short Deadline with Quick Project Turn Around
- § Strong Project Management
- § Proper Paperwork
- § Good Communication
- § Efficient Workflow and Accountability
- § Justifiable and Reliable Cost Estimates
- § Experienced Professionals

This approach has proven successful on similar type work, some examples of which are included on the attached pages.

We build long term relationships with our clients by being Creative, Personable, Accessible, Responsive, and Knowledgeable. Therefore, our references below not only outline municipal client references, but repeat clients that we have served for many years.

Description of Design Team

The Stocks Engineering Team provided in this proposal has a long history of successful projects together, including multiple utility projects over the past 24 years. The Stocks/True Line Team has been working closely through the years in the development of the Flowers Plantation Community in Johnston County.

The Project Manager for this project and direct contact with the Town of Erwin will be Mike Stocks, P.E., owner of Stocks Engineering, PA. He will ensure that all aspects of the owners' needs for the project are met through his design staff and sub-consultants. Mr. Stocks is a very capable Project Manager and has managed numerous successful projects over the years.

As the on-call Engineer and Surveyor for multiple local municipalities, the Stocks Team is familiar with applicable laws, codes, and permits associated with projects in this area. Since many of our sites require permitting, we often submit plans and calculations to both local and state agencies and consider their review schedule as we develop our design and construction timeline with our clients. Recent permit coordination has included:

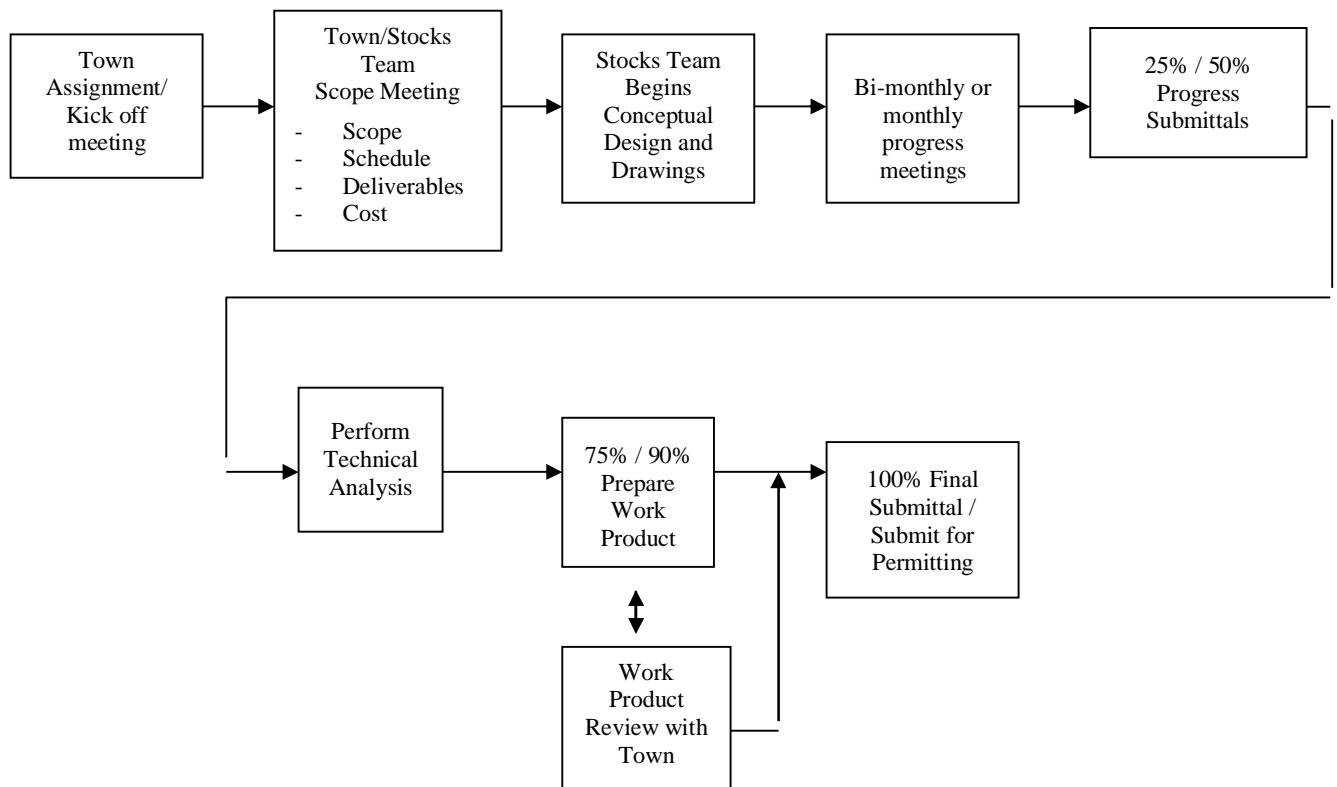
- § NCDOT –Design Services
- § NCDEQ – Land Quality
- § NCDEQ – Dam Safety
- § NCDEQ – Water Quality Section
- § NCDEQ – Public Water Supply Section
- § NCDEQ – Non-Discharge Section
- § NCDEQ – Raleigh Regional Office
- § Federal Emergency Management Agency
- § Federal Energy Regulatory Commission
- § US Army Corps of Engineers, Raleigh Regional Office
- § North Carolina State Historic Preservation Office (SHPO)
- § US Fish & Wildlife Services, Raleigh Field Office
- § North Carolina Department of Cultural Resources
- § Parks and Recreation Trust Fund
- § United States Department of Agriculture
- § Self Help Credit Union
- § Golden Leaf Foundation

PROJECT APPROACH

Stocks Engineering, P.A. is a full-service firm that has an exemplary reputation for providing high-quality, low-cost engineering services to its clients. As an on-call Engineer, our staff understands what it takes to get local resident support to get tasks accomplished. Stocks Engineering considers it an honor to be able to take the time to visit with local residents and explain the projects being constructed in their respective streets and neighborhoods.

Stocks Engineering will first meet with the Town to discuss the proposed scope of work through a kick-off meeting. This meeting allows for introductions of all the key players and team members as well as outlines the project constraints. The Stocks Team will then meet with the associated consultants including surveying, environmental, geotechnical etc. to determine project schedules and needs. Stocks Engineering, PA will then begin the Concept Drawings for the project, which will provide direction for all the team members. Once all preliminary information has been obtained, the design drawings will be developed being refined at the bi-monthly meetings with the Town. At 25% and 50% completion the Town will be able to review the drawings while they are being developed and the required calculations performed. The town will then be able to review the 75% and 90% completion for additional comments and suggestions. Once the plans have been reviewed by the Town, the permits will be generated, and the packages submitted for permitting and bidding.

This flow chart outlines “a process” to make sure that client objectives stay on task, on time and on budget.



Proposed Task Order Workflow

CURRENT WORKLOAD

Industry-wide you will find a long list of ongoing projects at each and every engineering company that provides high quality services. Specific to our company we are in the process of hiring additional staff to aid in engineering support and the permitting process. This project will work seamlessly into current projects that have in the Erwin and Harnett County Area. Some of our current projects include:

- Nash County Miracle Park
- Youngsville Townhomes
- Youngsville Apartments and Single Famile
- Bryant Road Subdivision
- CW Matthews Road Subdivision
- Neuse Country Club Sewer
- Summer Glen Subdivision
- Cliffwood Subdivision EC Plan
- Old Carriage Road Subdivision
- Allen Pipkin Youngsville
- Sunset Ave. Subdivision
- Raper Dr. Subdivision

And others.



REFERENCES

We are proud to provide the following municipal references:

Town of Nashville

Contact: Randy Lansing, Town Manager
499 South Barnes Street
Nashville, NC 27856
(252) 459-4511 ext. 233

Projects: South Creek Drainage, Stony Creek Park, Nashville Greenway, NC 58 Sidewalks / Glover Park, Nashville Drainage, Cooke Road Industrial Park, Nashville Town Hall, Nashville Maintenance Shop, Church Street Drainage, Breedlove Water, Multiple Lift Station/Sewer Projects, Multiple Water Projects

North Hampton County

Contact: Julian Phillips, County Manager
9467 NC Hwy 305
Jackson, NC 27845
(252) 534-2501

Projects: North Hampton County Sewer Lift Stations and Force Mains

City of Reidsville

Contact: Preston Mitchell, Assistant City Manager
106 East Washington Street
Mebane, NC 27302
(919) 563-5901

Projects: Courtland Park, Laster Pump Station, Cambridge Pump Station, Reidsville Parking Lot



EXCEPTIONS

1. Exceptions to the Scope of Services

§ To clarify, we are the engineering firm performing the subdivision design on the

2. Litigation

§ We have no pending, ongoing, or prior litigation within the last 10 years.



Schedule of Fees

Staff	Hourly Rate
Senior Engineer.....	\$120.00
Junior Engineer / Project Manager.....	\$ 85.00
Survey Crew	\$135.00
Construction Administrator / Inspector.....	\$ 75.00
Senior CADD Operator.....	\$ 60.00
Administrative Assistant.....	\$ 45.00

Reimbursables:

Mileage.....	\$0.58/mile
Subcontracts.....	Cost + 10%
Postage/Fed Ex Charges/etc.....	Cost
Permitting Fees.....	Cost



RFQ Evaluation - St. Matthews Road Water and Sewer Extension

Criteria	Points	Underfoot		Stocks engineering					
		Dreizler	Bowden	Dreizler	Bowden				
Work Type Firm Experience	35	35		30					
Understanding of Project	45	37		45					
RFQ Quality and Responsiveness	10	10		10					
Reference Projects	10	10		10					
Individual total	100	92		95					
AVERAGE		92.00		95.00					

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 22, 2024

Subject: BOA-2024-04

This proposed budget amendment will just clean up a few line items in our budget. We have a few line items that are over budget. But we are not over budget at the moment. Our revenue line item for interest earned is much higher than projected. I have proposed increasing the revenue projection for interest earned and spread it out over a few different departments. We had some unexpected costs with the new trucks we purchased at the state contract price. The costs were higher than expected and we had to pay additional fees with NCDMV that we had not had to pay before to get license plates for the vehicles. This proposed amendment covers the expenditures that we approved for the engineering work for the project on West K Street. It also increases our line item for maintenance in the Sanitation Department, we had to have a major fix to our old leaf truck this season. I also ask to include some funds in professional services in our non-departmental budget. This line item includes funds for legal and engineering services.

This proposal just amends the revenue line item for interest earned. We will bring in more than \$100,000 in this revenue line item in this Fiscal Year. We can adjust this budget amendment to include some other equipment or expenses if the Board wishes.

**BUDGET ORDINANCE AMENDMENT
BOA 2024 – 04
FISCAL YEAR 2023-2024**

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, 2024.

Section 1. This Budget Ordinance Amendment seeks to Increase Revenues and Increase Expenditures by \$75,000.00. This amendment is to account for increase in department expenditures.

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

Account	Description	Current Approp.	Increase/Decrease		
Amended Appropriation					
10-3290-000	Interest Earned	\$25,000	(+)	\$75,000	\$100,000

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

Account	Description	Current Approp.	Increase/Decrease	Amended	
Appropriation					
10-4100-180	Municipal Election	\$8,000	(+)	\$ 923	\$ 8,923
10-4100-570	Miscellaneous	\$5,000	(+)	\$ 2,500	\$ 7,500
10-4201-540	Insurance & Bonds	\$85,500	(+)	\$ 2,000	\$87,500
10-4201-570	Miscellaneous Expense	\$ 0	(+)	\$ 2,000	\$ 2,000
10-4201-040	Professional Services	\$15,760	(+)	\$10,000	\$25,760
10-5450-740	Capital Outlay –Equip.	\$35,000	(+)	\$ 5,127	\$40,127
10-5600-740	Capital Outlay	\$35,000	(+)	\$ 5,127	\$40,127
10-5800-740	Capital Outlay	\$85,000	(+)	\$ 6,354	\$91,354
10-5800-160	Maintenance and Repair	\$16,500	(+)	\$20,000	
	\$36,500				
10-6200-740	Capital Outlay	\$48,358	(+)	\$ 4,702	\$53,060
10-6200-170	Maint. And Repair Auto	\$ 1,000	(+)	\$ 1,000	\$ 2,000
10-5900-450	Contracted Services	\$46,200	(+)	\$15,267	\$61,467

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 1st day of February 2024.

ATTEST:

Randy L. Baker, Mayor

Lauren Evans, Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 22, 2024

Subject: NCDOT ROW Contract

This is a pretty standard contract that needs to be approved by the Erwin Board of Commissioners. This is a contract between the Town of Erwin and the North Carolina Department of Transportation (NCDOT). This contract is to reimburse the Town of Erwin for maintaining the NCDOT rights-of-ways in our Town Limits.

Attachments:

- NCDOT contract

**ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT –
MOWING
AGREEMENT ID # 12798**

AGREEMENT OVERVIEW

NORTH CAROLINA
HARNETT COUNTY

DATE: 1/11/2024

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WBS ELEMENTS: 6RE.104315 &
6RE.204315

AND

TOWN OF ERWIN

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): The Municipality shall provide the personnel, equipment, labor, materials, and traffic control devices to perform mowing services in accordance with Departmental standards and specifications as described in this agreement.

COSTS TO DEPARTMENT: \$13,012.71

PAYMENT TERMS: The Town of Erwin will invoice the Department upon completion of the Project.

MAINTENANCE: Town of Erwin

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: Five (5) years from the date of execution

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Erwin, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

**ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT –
MOWING
AGREEMENT ID # 12798**

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by NCGS 136-66.1, "Responsibilities for Streets inside Municipalities," and,

WHEREAS, the **Municipality** wishes to perform routine maintenance of mowing, removal within its jurisdiction in the rights-of-way of certain State maintained routes; and,

WHEREAS, the **Municipality** has agreed to perform said work with reimbursement from the **Department** subject to the conditions hereinafter set forth; and,

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the **Department** and the **Municipality** as the result of the construction of the Project it is agreed as follows:

II. SCOPE

A. MUNICIPALITY REQUIREMENTS

- i. The Project consists of routine maintenance and mowing of roads and rights of way in the State Highway System within the limits of the **Municipality**, as shown on the attached Exhibit A.
- ii. The **Municipality**, and/or its contractor, shall provide the personnel, equipment, labor, materials, and traffic control devices to perform routine mowing sweeping services in accordance with Departmental standards and specifications. The routes and/or costs may be amended annually for five (5) years, with additions or changes as mutually agreed upon by both parties in writing prior to performing the work for each year as described herein.
- iii. All work shall be performed in accordance with generally accepted horticultural practices and the **Department's** routine maintenance and mowing requirements. The Division Engineer may approve any requests for changes to NCDOT mowing requirements including, but not limited to mowing time frames, mowing heights, mowing equipment, etc.
- iv. The **Municipality** agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of road users during performance of the work, including any construction and subsequent maintenance. This work shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Road and Structures and Amendments of Supplements thereto. Information regarding these rules and regulations may be obtained from the **Department's** Division Engineer.

III. TIMEFRAME

A. DURATION

- i. This Agreement may be renewed every year for 5 years, subject to the provisions herein and upon written mutual consent. Yearly renewals are subject to the following termination conditions:
 1. At any time either party may cancel the Agreement with a thirty (30) day written notice to the opposite party. On behalf of the **Municipality**, this Agreement may be canceled by the Town Manager and/or his designee.
 2. Upon the effective date of the cancellation, neither party shall owe any obligations under this Agreement, except that all obligations performed under this Agreement, including but not limited to invoicing, record retention, and payment for work performed prior to the effective date of cancellation, shall remain in effect.

IV. REIMBURSEMENT

A. ALLOCATED FUNDS

- i. The maximum reimbursement per year is \$13,012.71, as shown on the attached Exhibit B.
- ii. The Division Engineer shall notify the **Municipality** at the beginning of the annual performance period or as soon thereafter, of the amount of allocated funds estimated to be available to the **Municipality** for mowing maintenance on the locations identified. The available allocation shall be based upon and shall not exceed the estimated cost of the work as if performed by the **Department**.

B. CHANGES TO REIMBURSEMENT RATE

If the **Municipality** desires to continue the maintenance and mowing services during the five-year period described in the Agreement, the **Municipality** and the **Department** may renegotiate the costs and revise mowing locations as described below:

- i. The **Municipality** shall notify the Division Engineer in writing through a letter or invoice at the beginning of the annual performance period to request the amount of allocated funds estimated to be available to the **Municipality** for mowing sweeping maintenance.
- ii. The **Department**, at its option, may elect to increase or decrease the reimbursement rates each year the Agreement is in force in consideration of inflation rates, cost increases and decreases, changes in funding, etc., subject to the availability of funds and the performance of the **Municipality**.

**ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT –
MOWING
AGREEMENT ID # 12798**

C. INVOICING THE DEPARTMENT

The **Municipality** shall submit to the Division Roadside Environmental Engineer an annual invoice for work completed under the terms of this agreement. Reimbursement shall be made upon approval of said invoice by the **Department's** Division Roadside Environmental Engineer and Financial Management Division.

- i. Invoices shall show the costs incurred in furnishing personnel, labor, equipment, and materials for the work performed, not to exceed \$13,012.71, unless written authorization is received from the **Department**.
- ii. The invoice shall be itemized by date and location of work, scope of routine maintenance and/or mowing performed, and the personnel, labor, equipment and materials utilized. The amount of work accomplished shall be included with the unit of measure (LFT, SHM, SQ FT, EA, HR, etc.).
- iii. For work performed by a contractor, the **Municipality** shall submit an invoice that includes the contractor's invoice to the **Municipality**. No advertisement shall be made, nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the **Department**. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

D. ELIGIBILITY FOR REIMBURSEMENT

- i. The **Department** shall reimburse the **Municipality** up to a maximum amount of five (5) mowing cycles per year. The **Municipality** will complete at least one mowing cycle in the late spring and one mowing cycle in the late fall. Municipal shoulder mile rates will be adjusted to the current rate paid to the **Department's** awarded contractor.
- ii. The **Municipality**, and or its agent, shall maintain adequate records and documentation to support the work performed under this Agreement and shall permit free access to its records by official representatives of the State of North Carolina. Furthermore, the **Municipality**, or its agent, shall maintain all pertinent records and documentation for a period of not less than five (5) years following the close of the calendar year during which the services were performed.

V. ADDITIONAL PROVISIONS

A. ENVIRONMENTAL REGULATIONS

The **Municipality** shall comply with all applicable federal, state, and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits,

**ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT –
MOWING
AGREEMENT ID # 12798**

including but not limited to, those related to sediment control, storm water, wetland, streams, endangered species, and historical sites.

B. PARTICIPATION BY DISADVANTAGED BUSINESSES

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by G.S. 136-28.4 and the North Carolina Administrative Code. The **Department** will provide the appropriate provisions to be contained in those contracts.

C. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all Parties by means of a written Supplemental Agreement.

D. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

E. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified Parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

F. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

G. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

H. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the Parties agree that this

**ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT –
MOWING
AGREEMENT ID # 12798**

Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

I. AUTHORIZATION TO EXECUTE

The Parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective Parties to the terms contained herein.

J. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or **Department** and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

K. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

L. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

M. DOCUSIGN

The **Department** and the **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and the **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes the **Department's** signature as if actually signed by the **Department** in writing or the **Municipality's** signature as if actually

**ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT –
MOWING
AGREEMENT ID # 12798**

signed by the **Municipality** in writing. The **Department** and the **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and the **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

N. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the **Department** is subject to the conditions of this Agreement.

**ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT –
MOWING
AGREEMENT ID # 12798**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF ERWIN

FED TAX ID NO: _____

Finance Officer: _____

REMITTANCE ADDRESS:

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

**ACCOUNTS PAYABLE
ROUTINE MAINTENANCE AGREEMENT –
MOWING
AGREEMENT ID # 12798**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES ONLY)

ATTEST:	Authorized Signer: _____
BY: _____	Print Name: _____
TITLE: _____	Title: _____
	Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF ERWIN

FED TAX ID NO: _____	Finance Officer: _____
REMITTANCE ADDRESS: _____ _____	Print Name: _____
	Date Signed: _____

DEPARTMENT OF TRANSPORTATION (DocuSign)

BY: _____
TITLE: _____
DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 22, 2024

Subject: Surplus Vehicles

The Town of Erwin has the following surplus vehicles. I am requesting permission to list the following vehicles for sale on GOV Deals.

Erwin Public Works Department

- 2007 Street Sweeper- VIN #JALE5B16077904226 Mileage 14,265
- John Deere 1435 Diesel 72" Mower- Serial #CH3010D103098 Model 3010D003
- 2012 International Cab and Chassis Durastar- VIN #3HAJTSKN6CL091617 Mileage 85,856

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 22, 2024

Subject: Bayles Street Extension

Town Staff would like to request that the Erwin Board of Commissioners adopt a resolution to withdraw a portion of an undeveloped section of Bayles Street. Pursuant to NCGS 136-96 e (2). This section of the road was never developed and extends to the parcel that the Wal-Mart is located on currently. As we all know the Wal-Mart is in the City of Dunn corporate limits. There would never be a need to develop this section of the undeveloped road. On May 3, 2023 there was a subdivision recorded that subdivided the two existing parcels at 608 and 610 Wondertown Drive. Before this subdivision was recorded there were some potential ingress/egress concerns Town Staff had. Town Staff wishes to close this easement and return the portion of the land to each property owner so it will be considered private property. Once it returns to private property we believe that we can better monitor the area. Any problem traffic we get from Wal-Mart would be considered trespassing since they would be on private property.

Attachments:

- NCGS 160A-299
- Harnett County GIS image
- Proposed resolution
- More to come later

§ 160A-299. Procedure for permanently closing streets and alleys.

(a) When a city proposes to permanently close any street or public alley, the council shall first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question. The resolution shall be published once a week for four successive weeks prior to the hearing, a copy thereof shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along the street or alley. If the street or alley is under the authority and control of the Department of Transportation, a copy of the resolution shall be mailed to the Department of Transportation. At the hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual. If it appears to the satisfaction of the council after the hearing that closing the street or alley is not contrary to the public interest, and that no individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the council may adopt an order closing the street or alley. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county in which the street, or any portion thereof, is located.

(b) Any person aggrieved by the closing of any street or alley including the Department of Transportation if the street or alley is under its authority and control, may appeal the council's order to the General Court of Justice within 30 days after its adoption. In appeals of streets closed under this section, all facts and issues shall be heard and decided by a judge sitting without a jury. In addition to determining whether procedural requirements were complied with, the court shall determine whether, on the record as presented to the city council, the council's decision to close the street was in accordance with the statutory standards of subsection (a) of this section and any other applicable requirements of local law or ordinance.

No cause of action or defense founded upon the invalidity of any proceedings taken in closing any street or alley may be asserted, nor shall the validity of the order be open to question in any court upon any ground whatever, except in an action or proceeding begun within 30 days after the order is adopted. The failure to send notice by registered or certified mail shall not invalidate any ordinance adopted prior to January 1, 1989.

(c) Upon the closing of a street or alley in accordance with this section, subject to the provisions of subsection (f) of this section, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street or alley.

The provisions of this subsection regarding division of right-of-way in street or alley closings may be altered as to a particular street or alley closing by the assent of all property owners taking title to a closed street or alley by the filing of a plat which shows the street or alley closing and the portion of the closed street or alley to be taken by each such owner. The plat shall be signed by each property owner who, under this section, has an ownership right in the closed street or alley.

(d) This section shall apply to any street or public alley within a city or its extraterritorial jurisdiction that has been irrevocably dedicated to the public, without regard to whether it has actually been opened. This section also applies to unopened streets or public alleys that are shown on plats but that have not been accepted or maintained by the city, provided that this section shall not abrogate the rights of a dedicator, or those claiming under a dedicator, pursuant to G.S. 136-96.

(e) No street or alley under the control of the Department of Transportation may be closed unless the Department of Transportation consents thereto.

(f) A city may reserve a right, title, and interest in any improvements or easements within a street closed pursuant to this section. An easement under this subsection shall include utility, drainage, pedestrian, landscaping, conservation, or other easements considered by the city to be in the public interest. The reservation of an easement under this subsection shall be stated in the order of closing. The reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city.

(g) The city may retain utility easements, both public and private, in cases of streets withdrawn under G.S. 136-96. To retain such easements, the city council shall, after public hearing, approve a "declaration of retention of utility easements" specifically describing such easements. Notice by certified or registered mail shall be provided to the party withdrawing the street from dedication under G.S. 136-96 at least five days prior to the hearing. The declaration must be passed prior to filing of any plat or map or declaration of withdrawal with the register of deeds. Any property owner filing such plats, maps, or declarations shall include the city declaration with the declaration of withdrawal and shall show the utilities retained on any map or plat showing the withdrawal. (1971, c. 698, s. 1; 1973, c. 426, s. 47; c. 507, s. 5; 1977, c. 464, s. 34, 1981, c. 401; c. 402, ss. 1, 2; 1989, c. 254; 1993, c. 149, s. 1; 2015-103, s. 1.)

Harnett GIS

NOT FOR LEGAL USE

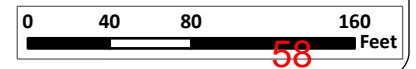
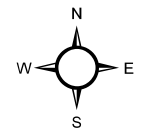


Harnett County GIS



GIS/E-911 Addressing
November 16, 2023

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





TOWN OF ERWIN

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

TOWN OF ERWIN RESOLUTION DECLARING INTENT TO CLOSE UNDEVELOPED SECTION OF BAYLES STREET 2023-2024—002

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

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

WHEREAS, a request has been made of the Erwin Town Board to consider permanently closing the undeveloped section of Bayles Street, that extends from to the parcel that the Wal-Mart is located on currently.

NOW THEREFORE BE IT RESOLVED, that it is the intent of the Erwin Town Board to permanently close undeveloped section of Bayles Street as previously described, and it hereby establishes a public hearing to be held on March 7, 2024 at 7:00 p.m. in the Erwin Municipal Building Board Room; and,

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

DULY ADOPTED, this the 1st day of February, 2024.

Randy Baker
Mayor

ATTEST:

Lauren Evans
Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 22, 2024

Subject: Updated SRO Reimbursement Agreement

We have received an updated reimbursement agreement from Harnett County for our School Resource Officer. Harnett County increased our reimbursement threshold in this agreement. The updated agreement will reimburse the Town the full amount that we budgeted for in the current Fiscal Year. In the original agreement, the maximum amount was \$65,812.00. The new agreement includes a 3% increase in the allotted reimbursement amount at the start of each subsequent Fiscal Year.

When we started this program we had two schools in Erwin. Therefore, we had a need for two School Resource Officers. The two schools were Gentry Primary School and Erwin Elementary. Triton High School has a deputy from the Harnett County Sheriff's Office as the SRO. Harnett County was okay with us to move forward with this updated reimbursement agreement because on page one it only states Erwin Elementary School.

Attachments:

- Updated reimbursement agreement
- Original SRO Contract and MOU

**SCHOOL RESOURCE OFFICER PROGRAM
REIMBURSEMENT AGREEMENT FOR
ELEMENTARY AND PRIMARY SCHOOLS**

This Reimbursement Agreement (hereinafter “Agreement”) effective July 1, 2023 is made and entered into by and between the Harnett County Board of Education (hereinafter “Board”), the governing body of the Harnett County Schools (hereinafter “HCS”), the County of Harnett (hereinafter “County”), and the Town of Erwin (hereinafter referred to as the “Town”).

WITNESSETH:

WHEREAS, the Board and the Town entered into a School Resource Officer Program Memorandum of Understanding (hereinafter referred to as the “MOU”) effective October 1, 2018;

WHEREAS, Article V of the MOU states th the Board and governing body of the Town agree to enter into a separate contract to address the assignment of School Resource Officers (hereinafter referred to as “SRO” or collectively “SROs”) to specific HCS schools and payment for SRO services during each fiscal year; and

WHEREAS, the Board and the Town entered into a School Resource Officer Program Reimbursement Agreement for Elementary and Primary Schools (hereinafter referred to as the “MOU”) effective October 1, 2018; and

WHEREAS, the Board and the Town desire to update the School Resource Officer Program Reimbursement Agreement for Elementary and Primary Schools to reflect the actual costs incurred by the Town.

NOW, THEREFORE, in consideration of the promises and covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board, County, and the Town do hereby agree as follows:

Article I

SRO School Assignment

The Town shall hire and train law enforcement officers to serve as SROs pursuant to the MOU in each of the following schools within the Town’s limits:

1. Erwin Elementary

Between school years and during scheduled holidays, the Town shall have the right to utilize the SROs for non-SRO purposes so long as such uses do not conflict with any of the requirements of the MOU.

Article II

Compensation for SRO Services

The County, as part of the Current Expense Funding made to the Board every fiscal year, shall include eleven-twelfths (11/12) of the yearly allocation, identified below, to be used by the Board to compensate for law enforcement officers performing SRO services during the months that school is in session.

The compensation to be paid by County to the Town for reimbursement of the SRO services described in the MOU and for non-SRO purposes during scheduled holidays and between school years shall be set at \$74,249.00 per fiscal year, which shall be paid over twelve (12) equal monthly installments over the course of the fiscal year in accordance with Article III. The annual compensation paid by the County shall increase by three percent (3%) at the beginning of each subsequent fiscal year. If the total amount of funds expended on the SROs for the then-current term of the MOU exceeds the allocated amount for the current fiscal year, the Town shall be solely responsible for the excess expenditures of the SRO's services, unless the agreed upon in writing by the County.

At the conclusion of the academic year, the County will invoice the Board for all expenses incurred for SRO activities.

Article III

Invoices for SRO Services

In order to request payment, the Town shall submit monthly invoices to the Harnett County Sheriff's Office (hereinafter referred to as "HCSO") describing the applicable charges, including identification of personnel who performed the services, the date the services were performed, the school at which the SRO performed the services, and reimbursable expenses, if any. If the invoice contains expenditures for non-SRO purposes during a scheduled holiday, the invoice shall identify the type of services performed by the SROs. Prior to submission of invoices to the Board, the HCSO shall verify them for accuracy within five business days of receipt. Once verified, County shall process and pay invoices within 30 days of receipt.

Article IV

Term and Termination of Agreement

The term of this Agreement shall begin on July 1, 2023 and end on June 30, 2026 (the "Initial Term"), unless terminated earlier as herein provided. At the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms upon the renewal of the MOU, unless any of the parties provide at least 30 days' written notice of its intent to terminate prior to the expiration of the then-current term.

This Agreement may be terminated by any party, with or without cause, upon 90 days' written notice to the other parties. However, this Agreement shall automatically terminate without notice upon the termination of the MOU. If at any time this Agreement is terminated during the Initial Term or any subsequent term of the MOU, the parties shall negotiate and execute a new agreement that is compliant with Article V or any amendment thereof prior to the termination date of this Agreement, unless any amendment of the MOU no longer requires such an agreement.

Article V

Notice

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the address set forth below:

To Board:

Harnett County Schools
Attention: Superintendent
1008 South 11th Street
Lillington, North Carolina 27546

To County

Brent Trout
County Manager
Post Office Box 759
Lillington, North Carolina 27546

With copy to:

Christopher Appel
Senior County Staff Attorney
Post Office Box 238
Lillington, North Carolina 27546

To Town

Snow Bowden
Town Manager
100 W F Street
Erwin, NC 28339

Article VI

Miscellaneous Provisions

1. Relationship of Parties. The parties to this Agreement shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the parties be construed as employees, agents, or principals of any other party to this Agreement. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement, to the extent permitted under law.
2. Governing Law; Venue. This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Harnett County, North Carolina Superior Court.
3. Amendments and Modifications; Additional Policies and Procedures. This Agreement may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this Agreement.
4. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.
5. Severability. In the event that any provision of this Agreement shall be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
6. No Third Party Benefits. There are no third-party beneficiaries to this Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against the parties.
7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
8. E-Verify: All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by any party to this Agreement demonstrating such compliance.

IN WITNESS WHEREOF, the parties hereto caused the Agreement to be executed on their behalves.

HARNETT COUNTY BOARD OF EDUCATION

Chair

ATTEST:

COUNTY OF HARNETT



William Morris, Chairman
Harnett County Board of Commissioners

ATTEST:



Melissa Capps, Clerk



TOWN OF ERWIN

Randy L. Baker
Mayor

ATTEST:

Lauren Evans, Town Clerk

**SCHOOL RESOURCE OFFICER PROGRAM
REIMBURSEMENT AGREEMENT FOR
ELEMENTARY AND PRIMARY SCHOOLS**

This Reimbursement Agreement (hereinafter “Agreement”) effective October 1, 2018 is made and entered into by and between the Harnett County Board of Education (hereinafter “Board”), the governing body of the Harnett County Schools (hereinafter “HCS”), the County of Harnett (hereinafter “County”), and the Town of Erwin (hereinafter referred to as the “Town”).

WITNESSETH:

WHEREAS, the Board and the Town entered into a School Resource Officer Program Memorandum of Understanding (hereinafter referred to as the “MOU”) effective October 4, 2018, attached hereto as Exhibit A;

WHEREAS, Article V of the MOU states that the Board and governing body of the Town agree to enter into a separate contract to address the assignment of School Resource Officers (hereinafter referred to as “SRO” or collectively “SROs”) to specific HCS schools and payment for SRO services during each fiscal year;

WHEREAS, County agrees to provide funding for the SRO’s to the Board for reimbursement of SRO services as described in the MOU.

NOW, THEREFORE, in consideration of the promises and covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board, County, and the Town do hereby agree as follows:

**Article I
SRO School Assignment**

The Town shall hire and train law enforcement officers to serve as SROs pursuant to the MOU in each of the following schools within the Town’s limits:

1. Erwin Elementary
2. Gentry Primary

Between school years and during scheduled holidays, the Town shall have the right to utilize the SROs for non-SRO purposes so long as such uses do not conflict with any of the requirements of the MOU.

Article II

Compensation for SRO Services

The compensation to be paid by County to the Board for reimbursement of the SRO services described in the MOU and for non-SRO purposes during scheduled holidays shall not exceed \$31.64 per hour with a maximum of \$65,812.00 per fiscal year for each SRO. The Board shall not receive any additional funds from County for reimbursement to the Town for excess expenditures unless agreed upon in writing by County.

Between school years, County shall directly reimburse the Town for the SROs for their services, regardless of their use by the Town, in an amount that shall not exceed \$31.64 per hour for each SRO. If the total amount of funds expended on each SRO for the then-current term of the MOU exceeds \$65,812.00, the Town shall be solely responsible for the excess expenditures of the SRO's services, unless County agrees in writing to cover the excess expenditures.

Article III

Invoices for SRO Services

In order to request payment, the Town shall submit monthly invoices to the Harnett County Sheriff's Office (hereinafter referred to as "HCSO") describing the applicable charges, including identification of personnel who performed the services, the school at which the SRO performed the services, hourly rates, and reimbursable expenses. If the invoice contains expenditures for non-SRO purposes during a scheduled holiday, the invoice shall identify the type of services performed by the SROs. Prior to submission of invoices to the Board, the HCSO shall verify them for accuracy within five business days of receipt. Once verified, County shall forward the funds for reimbursable expenses to the Board for payment of the invoices. The Board shall process and pay invoices within 30 days of receipt.

Between school years, the Town shall submit monthly invoices to County describing the applicable charges, including identification of personnel who performed the services, the type of services performed, hourly rates, and reimbursable expenses. County shall process and pay invoices within 30 days of receipt.

Article IV

SRO Equipment and Vehicles

County shall provide a one-time reimbursement grant not to exceed \$45,942.00 per SRO to the Town for the purchase of SRO equipment and one vehicle per SRO for the Initial Term of this Agreement and the MOU. All maintenance and additional purchases of equipment and vehicles shall be the responsibility of the Town. The Town shall submit an invoice to County listing the purchased equipment and vehicles. County shall process and pay the invoice within 30 days of receipt.

Article V

Term and Termination of Agreement

The term of this Agreement shall begin on October 4, 2018 and end on June 30, 2019 (the "Initial Term"), unless terminated earlier as herein provided. At the expiration of the Initial Term, this Agreement shall automatically renew upon the renewal of the MOU, unless any of the parties provide at least 30 days' written notice of its intent to terminate prior to the expiration of the then-current term.

This Agreement may be terminated by any party, with or without cause, upon 90 days' written notice to the other parties. However, this Agreement shall automatically terminate without notice upon the termination of the MOU. If at any time this Agreement is terminated during the Initial Term or any subsequent term of the MOU, the parties shall negotiate and execute a new agreement that is compliant with Article V or any amendment thereof prior to the termination date of this Agreement, unless any amendment of the MOU no longer requires such an agreement.

Article VI

Notice

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the address set forth below:

To Board:

Harnett County Schools
Attention: Superintendent
1008 South 11th Street
Lillington, North Carolina 27546

To County

Paula Stewart
County Manager
Post Office Box 759
Lillington, North Carolina 27546

With copy to:

Monica L. Jackson
Senior County Staff Attorney
Post Office Box 238
Lillington, North Carolina 27546

To Town

Snow Bowden
Town Manager
Post Office Box 459
Erwin, North Carolina 28339

Article VII
Miscellaneous Provisions

1. Relationship of Parties. The parties to this Agreement shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the parties be construed as employees, agents, or principals of any other party to this Agreement. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement, to the extent permitted under law.
2. Governing Law; Venue. This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Harnett County, North Carolina Superior Court.
3. Amendments and Modifications; Additional Policies and Procedures. This Agreement may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this Agreement.
4. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.
5. Severability. In the event that any provision of this Agreement shall be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
6. No Third Party Benefits. There are no third party beneficiaries to this Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against the parties.
7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
8. E-Verify: All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide

documentation reasonably requested by any party to this Agreement demonstrating such compliance.

IN WITNESS WHEREOF, the parties hereto caused the Agreement to be executed on their behalves.

HARNETT COUNTY BOARD OF EDUCATION

Chair

ATTEST:


COUNTY OF HARNETT

Gordon Springle, Chairman
Harnett County Board of Commissioners

ATTEST:


Margaret Regina Wheeler, Clerk

TOWN OF ERWIN



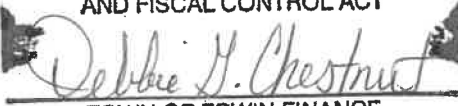
Patsy Carson, Mayor
Town of Erwin

ATTEST:



Cynthia Patterson, Town Clerk
Town of Erwin

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT



TOWN OF ERWIN FINANCE

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (“MOU”) effective October 4, 2018 is made and entered into by and between the Harnett Town Board of Education (hereinafter referred to as the “Board”), the governing body of the Harnett Town Schools (hereinafter referred to as “HCS”), the Town of Erwin (hereinafter referred to as the “Town”) and the Town of Erwin Police Department (hereinafter referred to as the “EPD”).

WITNESSETH:

WHEREAS, the Board, Town, and the EPD recognize the benefits of the School Resource Officer Program to the citizens of Harnett Town, North Carolina, and particularly to the students, parents, and staff of the public school system of Harnett Town, North Carolina;

WHEREAS, the Board desires to have Town and the EPD provide School Resource Officers to certain schools within the HCS;

WHEREAS, Town and the EPD are willing to provide School Resource Officers to certain schools within the HCS; and

WHEREAS, it is in the best interest of the Board, Town, and the EPD, and the citizens of Harnett Town to establish the School Resource Officer Program as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board, Town, and the EPD do hereby agree as follows:

Article I

Purpose, Goals and Objective, and Governing Principles

This MOU outlines the goals and guiding principles as agreed to by and between the Board, Town, and the EPD in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers, school administrators, parents, and the students in HCS. A School Resource Officer Program is hereby established in the public school system of Harnett Town, North Carolina to promote a safe and secure environment on the campuses of HCS. The ultimate goal of the School Resource Officer Program is to provide a safe, inclusive, and positive learning environment for all students and educators.

School policing is intended to promote a safe, welcoming, and inclusive environment for all students, staff, and other members of the school community while recognizing that sworn police officers have constitutional, statutory, and professional standards by which they are bound. The parties agree that in compliance with the law, the parties shall administer the School

Resource Officer Program established under this MOU without discrimination against any person on the basis of sex, gender, gender identity, race, color, religion, national origin, age, or disability. In particular, under no circumstances will any representative of any of the parties engage in any conduct in violation of state or federal anti-discrimination laws in their interactions with students, including, but not limited to, any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

Article II

Duties of the EPD

Town, through the EPD, shall provide School Resource Officers (each, an “SRO,” collectively “SROs”) as follows:

1. Qualifications of SROs. The EPD shall assign regularly employed law enforcement officers to serve as SROs in certain HCS schools. Each assigned SRO will be a certified law enforcement officer by the State of North Carolina and must complete a 40 hour School Resource Officer training course through the North Carolina Justice Academy and obtain Crisis Intervention Training (CIT) certification through the Harnett Town CIT training program. If an officer does not possess SRO training and/or CIT certification at the time of assignment, the EPD will ensure that the officer participates in any necessary coursework to receive the training and certification at the next available course offering.
2. Assignment of SROs. SRO positions shall be filled by the EPD’s directives and selection process. SROs should have no substantiated evidence of harassment, discrimination, disproportionate minority contact, improper use of force, or other serious performance issues in their work history that would make the officer inappropriate for performing duties as a SRO. In addition, SROs should have positive experience working with youth and/or in a school setting, and should be willing and able to serve as mentors for students. HCS may provide feedback to the EPD regarding SRO selection. The EPD shall ensure that all SROs participate in an orientation process conducted in collaboration between the EPD and HCS to provide an overview of the School Resource Officer Program and review HCS policies and procedures.
3. Assignment of SRO Supervisor. The EPD shall designate a regularly employed law enforcement officer to supervise the assigned SROs and to coordinate the functions of the SRO Program with the Superintendent or designee. The duties of the SRO supervisor shall include: coordinating work assignments of the SROs between various campuses; ensuring SRO compliance with directives and policies of the EPD and the HCS; coordinating SRO scheduling and work hours (vacation requests, sick leave, etc.); and addressing concerns and complaints regarding performance and conduct of SROs in collaboration with HCS and in accordance with EPD protocols.
4. SRO Trainings. The EPD shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the EPD in addition to any training and certification required under this MOU.

5. SRO Guidance Sessions. The EPD shall require all SROs to attend HCS or EPD orientations and guidance sessions designed for SROs that may occur periodically during the school year, so long as the scheduling of the guidance sessions offered do not conflict with assignments from the EPD. Such guidance sessions shall be designed to provide resources to SROs on topics relevant to the School Resource Officer Program, such as: working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students. Repeated failure to attend guidance sessions without a valid reason or proper notice may be grounds for the Superintendent to request removal of a SRO pursuant to Article VI herein. Other law enforcement officers who supervise SROs will be strongly encouraged to attend such sessions.
6. SRO Work Hours and Absences. The EPD shall not utilize the SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to this MOU. In the event a SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the EPD shall notify the principal in advance and provide a replacement officer, whenever possible. The EPD agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.
7. Reporting. At least quarterly, the EPD agrees to provide to HCS reports of the aggregated number of referrals (reported by race, gender, and school assignment) of HCS students by the SRO to the adult criminal justice system, juvenile petitions, teen court referrals, and/or referrals to any formal mediation program.

Article III

Board Expectations of the SRO While Serving on School Property

1. SRO Work Hours, Uniforms, and Visibility on Campus. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this MOU, or on limited occasions to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO's control, the SRO shall give the SRO supervisor and principal or designee reasonable advance notice of any times when the SRO is not expected to be on campus during normal school hours, and the EPD will provide replacement officers to the extent possible in accordance with Article II, Section 6 of this MOU. The SRO shall wear the official law enforcement uniform or other apparel issued by the EPD at all times while serving on Board property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur. The SRO shall, whenever possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours in order to assure the peaceful operation of school-related programs. Security services for

extracurricular activities held outside of school hours shall be addressed, if necessary, through a separate contract between the Board and each EPD for law enforcement officer services.

2. SRO Mentoring and Outreach. Each SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general.
 - a. *Interaction with parent and faculty groups*. The SRO shall be strongly encouraged to attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer Program and to promote awareness of law enforcement functions during the SRO's regular duty hours.
 - b. *Information on community resources*. The SRO shall be familiar with community resources that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and shall provide information on such resources to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to the school principal, students, and parents regarding additional resources offered by community programs or organizations providing afterschool and summer programs and opportunities for youth.

3. School Discipline. The school administrator shall be solely responsible for implementing the student Code of Conduct and discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, disrespectful behaviors, and other similar minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the health and safety of staff, students, or others on school property.
 - a. *Searches*. The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school personnel to maintain a safe and secure school environment.
 - b. *Interrogations*. The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by the school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of

members of the school community and shall not lead the investigation or actively question students.

4. Joint Law Enforcement and School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.

5. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons on school property in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Use of force may be implemented pursuant to EPD procedures and protocols as well as all applicable laws, if objectively reasonable based on the totality of the circumstances, and shall not be excessive, arbitrary, or malicious. The SRO also shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on school property.
 - a. *Investigations and Arrests.* Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever the SRO asks a student questions of an investigative nature or takes any direct law enforcement action against a student. However, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person, or compromise an ongoing criminal investigation. The appropriate school authorities shall promptly notify the parent(s) or guardian(s) of: any student suspected of criminal wrongdoing; whenever a SRO asks a student questions of an investigative nature; or takes any direct action against any student suspected of criminal wrongdoing.

SROs and school administrators shall collaborate and determine how such notice should be given in each individual circumstance. SROs shall comply with *Miranda* and juvenile *Miranda* rules whenever applicable in the course of questioning individuals suspected of criminal wrongdoing. If a SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to remove the student from other students and bystanders or otherwise to not bring undue attention to the student.

- b. *Searches.* SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any HCS employee lead or conduct a search of a student for law enforcement purposes.
 - c. *Interrogations.* In cases where the parent(s) or guardian(s) cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the student's *Miranda* or juvenile *Miranda* rights. At no time shall the SRO request that any HCS employee act as an agent of the SRO or law enforcement in any interrogation.
 - d. *Non-school Investigations.* The SRO shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching or arresting a student on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.
6. Confidentiality and Access to Student Records. The SRO shall comply with all applicable laws, regulations, and Board policies, including, but not limited to, laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of any HCS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable Board policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:

- a. The SRO is acting as a “school official” (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO’s assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
 - b. The SRO has written consent from a parent, guardian, or eligible student to review the records or information in question.
 - c. The principal or designee reasonably determines that disclosure to the SRO without parental or guardian consent is necessary in light of a significant and articulable threat to one or more person’s health or safety.
 - d. The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent, guardian, or eligible student so that they may seek protective action from the court, unless the court orders the existence or the contents of the subpoena or the information furnished in response to the subpoena to not be disclosed.
 - e. The information disclosed is “directory information” as defined by Board Policy 4700, and the parent, guardian, or eligible student has yet to opt out of the disclosure of directory information.
 - f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable HCS policies and procedures.
7. Communication between SROs and Principals. The SRO is expected to meet with the school principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties, and responsibilities.
8. Development of School Safety Plans. The SRO shall report any safety concerns to the school principal or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other school system personnel who should be involved in these discussions.
9. SRO Guidance Sessions. The SRO shall attend all orientations, meetings, and information and guidance sessions scheduled during the SRO’s regular duty hours as requested by the EPD and/or HCS in accordance with Article II, Paragraph 5 herein set forth.

Article IV

Duties of the Board and HCS

1. Provision of Office Space and Access to School Community.
The Board, Superintendent, and school principals agree to provide to each full-time SRO:
 - a. Access to suitable accommodations at the school;
 - b. A radio/cell phone (depending on what is customarily issued by EPD);
 - c. Keys to the assigned school; and
 - d. Reasonable opportunity to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues relating to school-aged students.

2. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in applicable state and federal law and Board policies. HCS shall refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment. HCS shall provide training to school administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safe school environment, at least on an annual basis. Such trainings shall include information on how to distinguish between disciplinary infractions appropriately handled by school officials versus threats to school safety that warrant a referral to law enforcement.

3. Communication between SROs and Principals. School principals are expected to meet with SROs on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities. The Board authorizes principals to report any crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and Board policies that require school officials to report criminal acts occurring on school grounds to law enforcement.

4. SRO Guidance Sessions. HCS shall coordinate an orientation for SROs at the start of the school year, to discuss an overview of the School Resource Officer Program and review HCS policies and procedures. HCS also shall host, in collaboration with the EPD, an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. At least one administrator from each school with an assigned SRO shall attend the summit. In addition, HCS shall offer additional guidance sessions and resources to SROs on topics relevant to the School Resource Officer Program that may occur periodically during the school year, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students.

5. Data Collection and Reporting. HCS, working in conjunction with SROs, shall maintain data listed in Article II, Section 7 herein and other data on school-based discipline

referrals that result in involvement with a SRO and/or law enforcement and review such data on an annual basis, including, but not limited to, the following information:

- a. The name of the staff member making the referral;
- b. A detailed explanation of circumstances that led to the referral, including a description of the conduct, the setting, and names and roles of any staff members or SROs/law enforcement involved in the incident;
- c. The name, race, ethnicity, sex, age, disability status, English Language Learner (ELL) status, grade level of the student(s) being referred, and all other students involved in the incident;
- d. Whether the referral to law enforcement was mandatory under G.S. 115C-288(g); and
- e. A summary of the actions taken as a result of the incident (e.g. based upon the school administrator's knowledge, whether the student was questioned, searched, or arrested on campus by law enforcement).

In addition, principals are expected to maintain documentation of all notifications received pursuant to G.S. 7B-3101 regarding juveniles who are alleged or found to be delinquent and shall preserve the confidentiality of such documentation in accordance with G.S. 115C-404.

6. Review of SRO Program. The Superintendent of HCS or his/her designee shall collect feedback from principals at least annually regarding the SRO program and provide feedback to EPD regarding the SRO program and the performance of SROs on an annual basis.

Article V

Financing the School Resource Officer Program

The Board agrees to enter into a separate agreement with Town, which is incorporated herein by reference as though fully set forth herein, to address the assignment of SROs to specific HCS schools and payment for SRO services during each fiscal year. The terms of any separate agreement shall not be inconsistent with the terms of this MOU. In the event of any conflict between any separate agreement regarding SRO services and the terms of this MOU, the terms of this MOU shall prevail, except that the agreement will prevail only with respect to the issue of payment for SRO services. Notwithstanding the foregoing, continuation of the School Resource Officer Program shall be contingent upon available funding from the HCS and Town.

Article VI

Employment Status of SROs; Suspension or Reassignment

Each individual SRO assigned to the specific HCS schools identified in the separate agreement pursuant to Article V of this MOU shall remain an employee the EPD, and shall not

be an employee of the Board. The EPD shall provide their SROs with the same type benefits, equipment, supplies, and training as that provided to their regularly employed law enforcement officers.

If, in the discretion of the school principal, a SRO is not effectively performing his or her duties or responsibilities, and/or receives a complaint from a staff member, student, or parent about actions of the SRO, the principal shall report concerns to the SRO supervisor to address the performance concerns. In the event concerns continue or persist, the principal shall recommend to the Superintendent of HCS that the SRO be removed from the program, and shall state the reasons in writing. After receiving the recommendation from the principal, the Superintendent or his/her designee, if s/he agrees, shall advise the EPD of the request. The EPD shall contact the HCS or his/her designee and shall agree to remove the SRO from serving HCS if, upon review by the EPD, there is verifiable, documented evidence of ongoing performance issues that persist despite the SRO being provided notice and an opportunity to improve.

In addition, if the principal documents SRO misconduct that threatens the health or safety of students or staff, HCS will immediately notify the SRO supervisor and provide copies of such documentation, and the EPD shall promptly remove the SRO from serving HCS until the completion of the EPD's review of the alleged misconduct, consistent with the EPD's policies and ordinances and this MOU.

In the event of the resignation, dismissal, removal, or reassignment of a SRO, the EPD shall provide a replacement for the SRO within a reasonable period of time, to be discussed between the parties when a vacancy occurs. During such interim period, as much as reasonably possible, the EPD shall assign an alternate law enforcement officer temporarily to carry out the duties of the SRO until a replacement can be secured. The EPD agrees to use all reasonable efforts to prioritize the assignment of replacement officers at high school property sites.

Notwithstanding the foregoing, nothing in this MOU shall prohibit the Superintendent from preventing the access of any individual, including any assigned SRO, to Board property if the Superintendent determines it is in the best interest of the health and safety of HCS students. Likewise, the EPD reserves the right to suspend a SRO from duty with the HCS. During any period of suspension under this section, the EPD shall provide a replacement SRO pursuant to Article II, Section 6 herein set forth.

Article VII

Term and Termination of MOU

The term of this MOU shall begin on October 1, 2018 and end on June 30, 2019 and may be renewed for two additional one-year terms upon the mutual written consent of both parties, unless terminated earlier as herein provided.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon 90 days written notice to the other parties.

Article VIII

Notice

Any notice, consent, or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the addresses set forth below:

To Board:

Harnett Town Schools
Attention: Superintendent
1008 South 11th Street
Lillington, North Carolina 27546

To Town

Snow Bowden
Town Manager
Post Office Box 459
Erwin, NC 28339

To Erwin Police Department

Johnathan Johnson
Erwin Police Chief
Post Office Box 459
Erwin, North Carolina 28339

Article IX

Miscellaneous Provisions

1. Sex Offender Registry Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. The EPD shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The EPD certifies that no individual may provide services to Board under this MOU if he/she appears on any of the sex offender registries.

2. Relationship of Parties. Town, the EPD, and the Board shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party to this MOU. Town maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this MOU, to the extent permitted under law.
3. Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Harnett Town, North Carolina Superior Court.
4. Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between HCS, Town, and the EPD. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
5. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.
6. Severability. In the event that any provision of this MOU shall be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
7. No Third Party Benefits. There are no third party beneficiaries to this MOU. Nothing in this MOU shall create or give to third parties any claim or right of action against Town, the EPD, or a SRO.
8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
9. E-verify. All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by any party to this MOU demonstrating such compliance.

IN WITNESS WHEREOF, the parties hereto caused the MOU to be executed on their behalfs.

HARNETT TOWN BOARD OF EDUCATION

Chair

ATTEST:

TOWN OF ERWIN



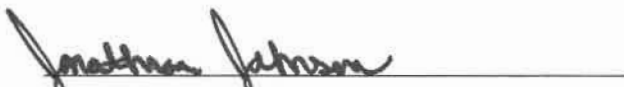
Patsy Carson, Mayor
Town of Erwin

ATTEST:



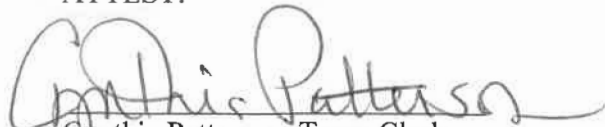
Cynthia Patterson, Town Clerk
Town of Erwin

TOWN OF ERWIN POLICE DEPARTMENT



Jonathan Johnson, Police Chief
Town of Erwin

ATTEST:



Cynthia Patterson, Town Clerk
Town of Erwin

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT



TOWN OF ERWIN FINANCE

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 22, 2024

Subject: Fayetteville Metropolitan Planning Organization (FAMPO)

I just wanted to give you all an update on where we stand with joining FAMPO. The Town was invited to attend an orientation meeting with FAMPO last week, and I attended. The consultants that FAMPO hired are still working on some details with the potential FAMPO boundary extension. I have heard that a few of the municipalities that FAMPO has reached out to do not want to join. At the moment, I do not think that would have any impact on the Town of Erwin. But I do know that the boundary has to be contiguous. Once we receive a proposed Memorandum-of-Understanding (MOU) we will have to decide if we are comfortable with the terms in the MOU. We will not be able to compromise much with them. The Town will also need to pass a resolution and start paying dues. At the moment, we still do not know what the dues would be. At the moment, we are still a member of the Mid-Carolina Rural Planning Organization Mid-Carolina RPO.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 22, 2024

Subject: Economic Development State Grant

I need to run this by the State of North Carolina to ensure that it will fall within the Scope of Work for this grant but I do not see why it would not be permissible. In our 2021 CERRI Plan it called for the creation of a “Denim Depot Junction” behind the Erwin Fire Department. There is a new trend going around using old shipping containers to house businesses. See links below:

[Boxyard RTP | Research Triangle Park](#)

[Home | Red's Corner \(redscornersp.com\)](#)

Erwin- Economic Recovery Work Plan Summary - (2022)

Vision: The Town of Erwin is a bustling, friendly community with a solid employment base, a variety of housing options, and an array of recreational activities. It combines the best attributes of small-town living with the convenience of proximity between two large urban areas. Its mill town heritage is celebrated while new industries are welcome. Erwin is truly a place that has pride in its past and hope in its future. – *from the Erwin Land Use Plan - Adopted June 5, 2014*

Implementation Strategy: Erwin will use a dual approach focused on: Community Economic Resiliency and Small Business Support to implement their economic recovery and resiliency initiative.

ECONOMIC RECOVERY STRATEGIES	Community Economic Resiliency	Small Business Support
<p>Strategy 1: Make Erwin A Destination</p> <p>Goal 1: To differentiate Erwin from other towns</p> <p>Objective 1.1: Increase local business sales 10% by 2024</p> <p>Objective 1.2: Increase Erwin’s visibility measured by improved visitation to events and calls to Chamber of Commerce</p>	<p>Action:</p> <p>1.1 Develop an Economic Positioning Statement (<i>see Action 1.3</i>)</p> <p>1.2 Engage Consultant to Re-Brand Erwin as a Destination</p> <p>1.3 Consider Development of an Economic Development Strategic Plan</p> <p>1.4 Consider Development of Erwin Highway 421 Commercial Overlay District</p>	<p>Action:</p> <p>1.5 Create Business Listing (directory) on Town Website</p> <p>1.6 Schedule Business Training Opportunities</p> <p>1.7 Provide Design Assistance and Incentives for Downtown Building Improvements</p> <p>1.8 Develop Process to Communicate Proposed Ordinance / Policies That Impact Business</p> <p>1.9 Promote New & Expanding Businesses</p> <p>1.10 Promote “Shop Local” Campaigns</p>
<p>Strategy 2: Improve quality of life for all residents of Erwin.</p> <p>Goal 2: Meet the physical, mental, cultural, and social needs of residents, workforce & visitors.</p> <p>Objective 2.1: Increase the number of visitors to the Town and offer more opportunities for community socialization and gathering.</p> <p>Objective 2.2: Increase opportunities for residents to improve their physical and mental health</p>	<p>Action:</p> <p>2.1 Develop “Denim Depot Junction/Crossing” as Textile Museum, Events Area w/Stage, Food Truck Court</p> <p>2.2 Encourage Redevelopment of the Erwin Mill Property</p> <p>2.3 Research and Apply for Bicycle/Pedestrian Planning Grants.</p>	<p>Action:</p> <p>2.4 Update existing wayfinding signage system</p> <p>2.5 Expand sidewalk connectivity between residential and commercial districts and recreational areas.</p>

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 22, 2024

Subject: Park Expansion State Grant

A few months ago we hired a company to design an additional parking area for Al Woodall Park that would be where the old gazebo used to be located. The company hopes to have these plans completed by 1/22/2024. If the State would approve using this grant for the new parking lot and/or new lights we could complete this project much faster than acquiring real property. I think this option is more feasible if the State approves this scope of work.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 22, 2024

Subject: Porter Park Water Resource Grant

We are working with the Harnett County Soil and Water Division in an effort to restore the streambanks on the stream that runs through Porter Park. The Harnett County Soil and Water Division has helped us get a CCAP grant of \$50,000.00. From what I have been told we have a good chance of getting additional funds from the State to help with an Engineer Study that would be necessary to complete the CCAP grant project of restoring the stream banks. This study is expected to cost around \$18,000 (this is factored in on the high side).

We need to approve this resolution tonight. The State gave us until 1/31/2024 to get the updated resolution approved. I used the wrong template for the resolution we passed at our December Town Board meeting. I feel like this is a much-needed project we need to go after in Town.

Attachments:

- Updated resolution



TOWN OF ERWIN

P.O. Box 459 • Erwin, NC 28339
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www.erwin-nc.org

TOWN OF ERWIN BOARD OF COMMISSIONERS RESOLUTION FOR WATER RESOURCE DEVELOPMENT GRANT

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

WHEREAS, the Town of Erwin desires to sponsor, Porter Park Stream Restoration Project, the Town is committed to preserving the environment and wishes to apply for this grant to obtain funds to assist with having a study completed on the section of the stream that runs through Porter Park to more accurately determine the costs of this project.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Town of Erwin Mayor and Board of Commissioners requests the State of North Carolina to provide financial assistance to the Town of Erwin for the Porter Park Stream Restoration project in the amount of \$10,000 of nonfederal project costs or 50%, whichever is the lesser amount;
- 2) The Town of Erwin Mayor and Board of Commissioners assumes full obligation for payment of the balance of the study costs (or non-federal portion);
- 3) The Town of Erwin Mayor and Board of Commissioners will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.

ADOPTED this 22nd day of January 2024.

ATTEST:

Randy Baker
Mayor

Lauren Evans, NCCMC
Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: January 22, 2024

Subject: Accessory Building Text Amendment

Town Staff has prepared a proposed text amendment to our Town Code in regard to accessory structures. In the past few years, the Board of Adjustments has granted three variances to allow for accessory structures that are larger than allowed. We have turned in a number of applications for accessory structures that are larger than currently allowed. Our Town Planner Dylan Eure completed some research on what is allowed in the surrounding municipalities. He also looked to see if the surrounding municipalities allowed accessory structures to be on separate lots that are adjacent to a lot with a home on it and both lots are owned by the same person. He could not find a municipality that allowed accessory structures on lots that were adjacent to lots with homes on them. This practice is mostly found at the County level. The Planning Board recommended approval of this proposed text amendment.



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1/22/2024

Accessory Structure Memorandum

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

Amendment Description and Trade Offs

Town Staff has prepared a proposed text amendment to our Article XV General Provisions, specifically under section 36-419 entitled “Accessory buildings/structures”. Said text amendment would increase the size of accessory structures that homes may construct on their property. The current language in our ordinances relating to accessory structure is as follows “Each accessory structure shall not exceed 40 percent of the total area of the principal structure. At no time shall the total area of accessory use exceed 25 percent of the rear yard”. The proposed amended language is as follows "Each accessory structure shall not exceed 40 percent of the total area of the side or rear yard”.

By amending our code it would allow for accessory structures greater than 40 percent of the principal structure, allowing for accessory structures larger than the principal structure. An example of this is having a garage with more square feet than the home has to store vehicles.

Findings

Town staff wishes to update Erwin’s Code of Ordinances to allow for larger accessory structures to loosen size restrictions for said structures. To find the best possible solution to solve this issue, I benchmarked against all municipalizes within Harnett County’s jurisdiction along with some in Wake and Mecklenburg Counties which include Fuquay-Varina, Knightdale, Raleigh, and Charlotte but are not limited to. One of the possible solutions explored was to allow for accessory structures on adjacent lots if the property owner is the same. No municipal government that I came across in my research allowed for accessory structures on adjacent properties, even if the owners are the same. This is mainly due to two factors; one being the challenge of selling the property that has a preexisting structure on the premises without a principal structure and the other being the requirement of having a principal building on the property. However, some municipalities, instead of basing the size of the accessory structure off of the principal structure used the size of the parcel to determine the size of accessory structure.

After conducting research to evaluate the best option for the homeowners and the Town of Erwin. I am offering this recommendation to the honorable members of the Erwin Town Board

for their thoughts and discussion. This said, I am open for any additional comments and am willing to explore other possible options upon request.

Regards,

Dylan Eure
Town Planner