THE ERWIN BOARD OF COMMISSIONERS
NOVEMBER 2026 REGULAR MEETING
THURSDAY, NOVEMBER 5, 2026 @ 7:00 P.M.
ERWIN MUNICIPAL BUILDING BOARDROOM

AGENDA

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

2. **AGENDA ADJUSTMENTS /APPROVAL OF AGENDA**

3. **CONSENT**
   All items on Consent Agendas are considered routine, to be enacted on one motion without discussion. If a Board member or citizen requests discussion of an item, the item will be removed from the Consent Agenda and considered under New Business.
   A. Regular Workshop Minutes on September 28, 2026 **(Page 3)**
   B. Regular Meeting Minutes on October 8, 2026 **(Page 7)**
   C. Charter Amendment Ordinance to Change the Election Method **(Page 10)**
   D. BOA-2027-02 **(Page 12)**
   E. BOA-2027-03 **(Page 14)**

4. **RESOLUTION OF AWARDING BADGE AND SERVICE SIDEARM TO HOMER JOSEPH ENNIS JR. (Page 16)**

5. **SPECIAL PRESENTATIONS**

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

7. **TOWN OF ERWIN STORMWATER MANAGEMENT PLAN PRESENTATION (Page 17)**

8. **PUBLIC HEARING**
   A. ZT-2027-001 (**Page 42)**
   B. Proposed Demolition of 403 East K Street **(Page 66)**

9. **NEW BUSINESS**
   A. FY 2027 Resurfacing **(Page 74)**
   B. Mason Drive Extension **(Page 89)**
   C. Johnson Family ETJ Removal Resolution **(Page 96)**

10. **PUBLIC COMMENT**
    Each speaker is asked to limit comments to 3 minutes, and the requested total comment period will be 30 minutes or less. Citizens should sign up prior to the start of the meeting. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on the subject matter brought up during the Public Comment segment. Thank you for your consideration of the Town Board, staff, and other speakers. §160A-81.1

11. **MANAGER'S REPORT**

12. **ATTORNEY'S REPORT**

13. **ADJOURNMENT**

IN ACCORDANCE WITH ADA REGULATIONS, PLEASE NOTE THAT ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE TOWN CLERK AT (910) 591-4202 AT LEAST 48 HOURS PRIOR TO THE MEETING.

ERWIN BOARD OF COMMISSIONERS

REGULAR WORKSHOP MINUTES

SEPTEMBER 28, 2026

ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin, with Mayor Randy Baker presiding, held its Regular Workshop in the Erwin Municipal Building Board Room on Monday, September 28, 2026, at 6:00 P.M. in Erwin, North Carolina.

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

Board Members absent were Commissioners Charles Byrd and William Turnage.

Town Manager Snow Bowden, Town Clerk Lauren Evans, and Town Attorney Tim Morris were also present.

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

Commissioner McKoy gave the Invocation.

The Pledge of Allegiance was recited.

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AGENDA ADJUSTMENT/APPROVAL OF AGENDA

Town Manager Snow Bowden requested to add Item H under New Business, Consider suspending Workshops for the rest of the year.

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

NEW BUSINESS

KCI- Engineer on Call Extension

Town Manager Snow Bowden informed the Board that KCI was requesting a one year extension to their current Engineer on Call Agreement. He planner like to use KCI to help with the subdivision off of Avery and Old Stage Road. It was good to have more than one company on call incase WithersRavenel was unable to accept a project.

Mayor Baker confirmed with Town Attorney Tim Morris that he reviewed the extension agreement and asked Town Manager Snow Bowden if there were any changes in the contract.

Town Attorney Tim Morris stated he had review it.

Town Manager Snow Bowden stated it was a standard contract and the Town must agree to their price and scope of work.

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

FY 2025-2026 Audit

Town Manager Snow Bowden stated that the Town of Erwin issued a RFP in early 2026 for auditing services. The Town received three proposals. The Town approved a contract and engagement letter with Thompson, Price, Scott, Adams & CO., PA. (TPSA). Since then, TPSA has fallen apart and Bryon Scott has left TPSA to start his own firm. TPSA did not have the capacity to do our audit for the Town and has sent a letter for him to sign mutually terminating the contract. Bryon Scott, CPA, who has done our audit for the last 17-18 years was the CPA with TPSA who put in the proposal for the RFP auditing services.

Discussion continued amongst the Board.

Town Manager Snow Bowden informed the Board that Bryon Scott, CPA, of The Scott Group CPAs PLLC is willing to finish our audit.

Mayor Baker stated we definitely need to put the audit back out for bids next year.

The consensus of the Board was to instruct Town Manager Snow Bowden to sign the letter to mutually consent to terminate our contract with TPSA and begin the process to move forward with The Scott Group CPAs PLLC.

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Appointing New Members to Recreation Advisory Board

Town Manager Snow Bowden stated that the Town of Erwin has received three applications to serve on the Recreation Advisory Board. There were currently three open positions on the Board. If all three applicants are appointed, the three regular member vacancies will be filled, leaving two vacant alternate member positions. The applicants were Michael Rudolph Jackson Jr., Jessica Marsh, and Paige Stephenson. He stated we did not have to appoint any of these applicants, or we could appoint all of them. Michael Jackson Jr. lives in our ETJ, and the other two applicants live in Angier. Our bylaws did not state that an applicant must live in the Town limits.

The consensus of the Board was to appoint ETJ resident Michael Rudolph Jackson Jr. to the Recreation Advisory Board and to hold off on the appointments of Ms. Marsh and Ms. Jackson due to their residing outside of the Town's jurisdiction, allowing for further discussion with Recreation Director Doug Stevens. Mr. Jackson's application will be placed under Consent on the agenda for the Regularly Scheduled Board Meeting in October.

2026 North Carolina State Grants

Town Manager Snow Bowden provided the Board with an update from the State regarding the three grants the Town of Erwin received in the State Budget. He included the information in the agenda listing the three grants:

1. Grant ID 108566- $117,000.00- A grant directed to the Town of Erwin for Public Works and Recreation needs.
    - 2 new work trucks ($70,000)
    - Lawn maintenance equipment for Recreation and Public Works ($47,000)
2. Grant ID 10854 AA- $120,000.00- A grant directed to the Town of Erwin for community event needs.
    - Mobile stage for community events ($120,000)
3. Grant 10855 AA= $164,700- A grant directed to the Town of Erwin Police Department for equipment and related equipment.
    - 2 new police vehicles (upfitted) ($129,000)
    - Speed and digital sign trailer ($20,000)

- Drone ($15,700)

Town Manager Snow Bowden continued explaining that these items were the scope of work he sent to Representative Pike and the State. He had not heard back from the State yet on whether it was approved but he wanted to make the Board aware that Town Staff was working on it. Town Staff will need to open three new bank accounts for each grant to separate the funds.

Mayor Baker stated that once the funds are received, Town Staff needed to go ahead and purchase a stage. We need it now and do not need to spend any more money on renting stages.

The consensus of the Board was to authorize Town Manager Snow Bowden to open the three new accounts for each State grant award to the Town of Erwin.

Federal Forfeiture Funds

Town Manager Snow Bowden stated the Town needed to open a new account for Federal Forfeiture Funds. We had an account in the past that was closed. A resolution must be approved by the Town Board in order to open the account.

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

Erwin Lion's Club Vision Ball

Town Manager Snow Bowden stated that in the past, the Town of Erwin sponsored the Lion's Club Vision Ball. This year, the ball will be held on October 15th at Milltown Farms. The sponsorship was $150.00. This sponsorship was included in the approved budget but he did want to run it by the Board once again.

The consensus of the Board was to move forward with the previously approved sponsorship of the Erwin Lion's Club Vision Ball.

Changing Election Method

Town Manager Snow Bowden reminded the Board that we had a Public Hearing scheduled at our Regularly Scheduled Board Meeting in October to discuss changing our Election Method. There was information in the agenda about the process, and we have advertised it properly. He asked the Board to please let him know if they had any questions.

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

Consider Suspending Workshops for the Rest of the Year

Mayor Baker stated giving consideration to our Workshops, and respecting Town Staff's time and the Board's time. The only thing to consider when cancelling workshop was that it would make our Regularly Scheduled Meetings longer. He ask for the consensus of the Board.

Commissioner Blackmon stated that Town Staff will still send out the information and consent items can always be pulled at the meeting if further discussion is needed.

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MINUTES CONTINUED FROM SEPTEMBER 28, 2026

The consensus of the Board was to suspend the remainder of our Regularly Scheduled Workshops. If something comes up, we could always call a special called meeting.

GOVERNING COMMENTS

Commissioner Nelson thanked Town Clerk Lauren Evans and all Town Staff for the Remembrance Service. It was really good and he had multiple people thank him in person.

Commissioner Blackmon asked Town Manager Snow Bowden for an update on 403 E K Street.

Mayor Baker stated in the absence of our Code Enforcement Officer and Planner, he knew we were have someone from the COG come in. He inquired about the garage previously owned by Mr. Bayles but since his passing, it has been handed down to his son. The approval runs with the land, and he asked Town Manager Snow Bowden to ensure that Mr. Bayles' son is aware.

Town Manager Snow Bowden stated that Jay Bayles was aware. He sent Jay Bayles a letter and he needed to schedule a time to go speak with the shop manager.

Mayor Baker stated he was looking forward to a great Denim Days. He asked Town Attorney Tim Morris to provide a detailed Attorney's report including an update on the cases at Lucas Road and W D Street.

Town Attorney Tim Morris stated at W D Street, he sent Mr. Sills a letter in the order of abatement. For the case on Lucas Road, Ms. Hall has stage 4 cancer, and her brother is on the deed as well, so he may redo the process. He will sit down with Town Manager Snow Bowden and come up with a plan.

ADJOURNMENT

Commissioner Nelson made a motion to adjourn at 6:27 P.M. and was seconded by Commissioner McKoy. **The Board voted unanimously.**

MINUTES RECORDED AND TYPED BY

LAUREN EVANS TOWN CLERK

ATTEST:

_____ _____

Randy Baker **Lauren Evans, NCCMC**

Mayor **Town Clerk**

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ERWIN BOARD OF COMMISSIONERS

REGULAR MINUTES

OCTOBER 8, 2026

ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin, with Mayor Baker presiding, held its Regular Meeting in the Erwin Municipal Building Board Room on Thursday, October 8, 2026, at 7:00 P.M. in Erwin, North Carolina.

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

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

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

Commissioner McKoy gave the Invocation.

All present recited the Pledge of Allegiance.

Mayor Baker asked for a moment of silence for Andrew Brokes, the Durham firefighter who lost his life.

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AGENDA ADJUSTMENT/APPROVAL OF AGENDA

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

CONSENT

Commissioner Blackmon made a motion to approve **(ITEM A)** Regular Meeting Minutes on August 6, 2026 **(ITEM B)** Resolution of Intent to Change Election Method **(ITEM C)** Mid-Carolina Technical Service Assistance, which Commissioner Nelson seconded. **The Board voted unanimously.**

SPECIAL PRESENTATION

Mayor Baker presented the Erwin Lions Club with a proclamation declaring October 15, 2026, as White Cane Safety Day.

The Proclamation is part of these minutes as an attachment.

PUBLIC HEARING

Changing Election Method

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

MINUTES CONTINUED FROM OCTOBER 8, 2026

Town Manager Snow Bowden stated this was a public hearing to amend the Town Charter to amend our election cycle from nonpartisan election and runoff method to a nonpartisan plurality election method. Currently, a runoff is part of our election if need but with a nonpartisan plurality election, the person with the most votes will win. The Town of Lillington, Town of Coats, and Town of Angier all use a nonpartisan plurality election method.

Mayor Baker asked if the Board had any questions for Town Staff.

No questions were asked.

Mayor Baker asked if anyone was present to speak.

No one came forward.

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

Mayor Baker asked if there were any further deliberation.

No discussion was had.

A Charter-Amendment Ordinance will be presented for adoption at our Regularly Scheduled Board Meeting in November.

PUBLIC COMMENT

Mayor Baker stated that each speaker is asked to limit comments to 3 minutes, and the requested total comment period will be 30 minutes or less. Citizens should sign up prior to the start of the meeting. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Thank you for your consideration of the Town Board, staff and other speakers.No one was present to speak.

Emily Tew, of 600 Old Farm Road, came forward and stated that she was speaking as a citizen and was not asking for a special label or special process. She asked that her comments be recorded in the minutes in the same manner as those of other speakers. Ms. Tew expressed her gratitude to the Erwin Police Department and the Erwin Fire Department. She stated that she had given the Town two statues for Police and Fire as a family appreciation and "Thanks" to the departments. She clarified that the statues were not given as a request to be named Citizen of the Month. She stated that the gift of the statues was overshadowed when she was asked if she wanted to sell land. She clarified that she did not want to sell the land and that the land was not for sale. She further stated that she did not offer to pay for a survey or offer to join the Town. Ms. Tew stated that on August 6, the Morris Planning Board appointment passed on consent prior to Public Comment, but that she had already submitted the "dull office" question in writing. Ms. Tew asked that three items be recorded for the record: (1) the statues given to the Police and Fire Departments were a "Thanks" and were not given as payment for a sale or survey; (2) comments intended to be heard before a vote should be heard before the vote; and (3) the record should reflect whether a "dull office" report was obtained prior to the August 6 consent vote.

The handouts are part of these minutes as an attachment.

Dwight Sheppard, 606 McKay Street, came forward to bring several matters to the Board's attention. Mr. Sheppard stated that he was wearing a shirt in honor of the young firefighter who recently lost his life, as well as the other firefighters who were injured in Durham. He stated that he was recently at the park with his

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daughter and her friend when a young girl fell approximately five feet down the ditch bank. He stated that the girl injured her knee and elbow but fortunately did not sustain any broken bones. Mr. Sheppard stated that he was thankful he was present and able to assist the child out of the ditch. He noted that a similar incident occurred last year when a young boy also fell into the ditch. Mr. Sheppard acknowledged that the Town may not be able to fill in the ditch but encouraged the Board to consider placing signs near the area to discourage children and others from getting close to the ditch bank. Mr. Sheppard also brought a traffic visibility concern to the Board's attention at the intersection of St. Matthews Road and Denim Drive. He stated that the residents who live on the corner park a vehicle in the street, which makes it difficult for drivers to see around the intersection. He further stated that the fence at the property also obstructs drivers' visibility. Mr. Sheppard asked whether anything could be done to address the issue and improve visibility at the intersection.

MANAGER'S REPORT

Town Manager Snow Bowden provided the Board with a detailed report at their seats. He stated that if they had any questions, they should give him a call. He did want to remind the Board that the October Board Meeting was scheduled for October 8th due to the Annual Gospel Sing on October 1st.

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

ATTORNEY'S REPORT

Town Attorney Tim Morris was not present but asked Town Manager Snow Bowen to thank the Board for allowing him to be the Town Attorney.

Mayor Baker thanked Town Staff and Erwin Area Chamber of Commerce for Denim Days.

ADJOURNMENT

Commissioner Blackmon made a motion to adjourn at 7:23 P.M. and was seconded by Commissioner Turnage. **The Board voted unanimously.**

MINUTES RECORDED AND TYPED BY

LAUREN EVANS TOWN CLERK

ATTEST:

_____	_____
Randy Baker	**Lauren Evans, NCCMC**
Mayor	**Town Clerk**

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TOWN OF ERWIN

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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

ORDINANCE OF THE TOWN OF ERWIN, NORTH CAROLINA AMENDING THE CHARTER OF THE TOWN OF ERWIN TO CHANGE THE METHOD OF CONDUCTING MUNICIPAL ELECTIONS FROM THE NONPARTISAN ELECTION AND RUNOFF METHOD TO THE NONPARTISAN PLURALITY ELECTION METHOD

ORD 2026-2027: 004

WHEREAS, the Town of Erwin is a municipal corporation organized and existing under the laws of the State of North Carolina; and

WHEREAS, pursuant to N.C. Gen. Stat. §§ 160A-101(7) and 163-290, a municipality may provide for the nonpartisan plurality election method in accordance with applicable law and the procedure for amending its charter; and

WHEREAS, the Board of Commissioners desires to change the Town's method of conducting municipal elections from the nonpartisan election and runoff method to the nonpartisan plurality election method, under which the candidate or candidates receiving the highest number of votes for the office or offices to be filled are elected, as provided by N.C. Gen. Stat. § 163-292; and

WHEREAS, on September 3, 2026, the Board of Commissioners adopted Resolution of Intent No. 2026-2027-01 to consider an ordinance amending the Town Charter to make this change and called a public hearing on the proposed charter amendment; and

WHEREAS, a public hearing was held pursuant to North Carolina General Statutes after first giving notice of such hearing at least ten (10) days prior to the date for the same; and

WHEREAS, the public hearing on the proposed charter amendment was held on October 8, 2026, at 7:00 p.m. in the Erwin Municipal Building Board Room, 100 West F Street, Erwin, North Carolina; and

WHEREAS, the Mayor and Board of Commissioners have considered the proposed amendment and find that adoption of this Ordinance, subject to confirmation of the applicable Charter provisions and compliance with all statutory requirements, is appropriate;

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

Section 1. Amendment to Article III of the Town Charter.
Article III. – Mayor and Board of Commissioners, of the Charter of the Town of Erwin is amending Section 3.3 to read as follows:

Section 3.3. - Terms; qualifications; vacancies.

(e) The foregoing plan is adopted pursuant to North Carolina General Statutes 160A-101, et seq., to wit:

(1) Expiration of terms served to be simultaneous 160A-101(4).
(2) Number of council members 160A-101(5).
(3) Mode of Election 160A-101(6)(b).
(4) Nonpartisan plurality election method 160A-101(7)(b)
(5) And such sections therein as shall be applicable to the amendments made

Section 2. Existing Charter Provisions.
Except as expressly amended by this Ordinance, the remaining provisions of the Charter of the Town of Erwin, including Article III, Section 3.3, remain unchanged and in full force and effect.

Section 3. Administration and Notice.
The Town Clerk is directed to publish the notice of adoption and take any filing or notification actions required by North Carolina law. The Town Manager and Town Attorney are authorized to take such further actions as are necessary to implement this Ordinance, including notifying the appropriate election officials of the change in election method.

Adopted this 5th day of November 2026.

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: November 5, 2026

Subject: BOA-2027-02

Town Staff have prepared a budget amendment to account for revenues we have received from insurance payments to pay to repair damaged vehicles. The Town has received **$28,707.00** from insurance claims. The proposed budget amendment accounts for these revenues and increases the expenditure line item in the Maintenance and Repair expenditure line item in the Erwin Police Department.

Attachments:

- BOA 2027-002 budget amendment

BUDGET ORDINANCE AMENDMENT
BOA 2027 – 02
FISCAL YEAR 2026-2027

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, 2027.

Section 1. This Budget Ordinance Amendment seeks to Increase Revenues and Increase Expenditures by $28,707. This amendment is to recognize Insurance Claim revenues received for damaged police vehicles and cost of PD Vehicle repairs.

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3350-000	Other Revenues	-0--	(+) $28,707	$ 28,707

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-5100-170	Maint. & Repair (Auto)	$18,000	(+) 28,707	$46,707

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

Adopted this 5th day of November 2026.

_____
Randy Baker
Mayor

ATTEST:

_____
Lauren Evans NCCMC
Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: November 5, 2026

Subject: BOA-2027-03

The approved North Carolina State Budget included an appropriation to provide a one-time bonus of $1,750.00 to eligible sworn law enforcement officers throughout the State. The North Carolina State Bureau of Investigation (SBI) administered the program, and Town Staff submitted the required documentation to the SBI. Background information regarding the program is included in this packet.

The Town of Erwin received **$24,490.00** to fund the one-time bonuses, including the associated Federal Insurance Contributions Act (FICA) expenses, for the 13 eligible employees of the Erwin Police Department. The state budget language specified that the bonuses should be distributed as close as possible to October 15, 2026. The Town has distributed the bonuses to all 13 eligible employees.

To properly account for the funds received and the related expenditures, Town Staff has prepared a budget amendment recognizing the additional revenue and corresponding expenditures. New revenue/expenditure line items have been established to separately track these costs for historical reporting and future reference.

* Note: These bonus payments were not subject to withdrawals for the N.C. local government retirement system or payment of 5% to each officer's 401 (k).

Attachments:

- Budget Amendment BOA-2027-03

BUDGET ORDINANCE AMENDMENT
BOA 2027 – 03
FISCAL YEAR 2026-2027

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, 2027.

Section 1. This Budget Ordinance Amendment seeks to Increase Revenues and Increase Expenditures by $24,490. This amendment is to recognize revenues received from the NC (SBI) Law Enforcement Bonus Program (13 Town of Erwin Police Department employees received this bonus). Police Department Expenditures reflect payments made to employees.

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3305-000	NCSBI Bonus Program	-0--	(+) $24,490	$ 24,490

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-5100-025	Salary-Police Bonus Prgm	- 0	(+) 21,000	$21,000
10-5150-025	Salary-SRO Bonus Prgm	-0-	(+) 1,750	$ 1,750
10-5100-050	FICA – Police	67,759	(+) 1,606	$69,365
10-5150-050	FICA - SRO	4,388	(+) 134	$ 4,522

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

Adopted this 5th day of November 2026.

_____
Randy Baker
Mayor

ATTEST:

_____
Lauren Evans NCCMC
Town Clerk

TOWN OF ERWIN

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David L. Nelson
William R. Turnage

TOWN OF ERWIN RESOLUTION AWARDING BADGE AND SERVICE SIDEARM TO RETIRING LIEUTENANT HOMER JOSEPH ENNIS JR.

2026-2027----03

WHEREAS, NC GS 17F-20 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

WHEREAS, NC GS 17F-20 further provides that the governing body of the municipal law enforcement agency may, in its discretion, award to a retiring member the service sidearm of such retiring members; and

WHEREAS, Homer Joseph Ennis Jr. has served many distinguished years with the Erwin Police Department and will retire at the rank of Lieutenant;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Commissioners of the Town of Erwin, North Carolina as follows:

The Town Manager or his designee is hereby authorized, in accordance with the provisions of NC GS 17F-20, to transfer to Lieutenant Homer Joseph Ennis Jr. the gold and silver Police Badge with the rank of Lieutenant worn by him during his service with the Erwin Police Department and his service sidearm, a black in color Glock G45 9mm handgun, serial # CCYR403.

BE IT FURTHER RESOLVED, that appreciation is expressed to Lieutenant Homer Joseph Ennis Jr. for the dedicated service rendered by him during his employment with the Town of Erwin.

DULY ADOPTED, this the 5th day of November 2026.

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: November 5, 2026

Subject: Town of Erwin Stormwater Management Plan Presentation

Tonight, Luke Baker with TRC is here to present an overview of the Town of Erwin Stormwater Management Plan. His presentation will highlight the major components of the plan, including a proposed capital improvement plan and the alternative solutions identified for Erwin's five priority areas. He will also discuss additional resources available to the Town to help guide future stormwater management decisions.

This is a comprehensive document that deserves careful review and consideration. We are not anticipating adoption of the plan tonight. Instead, I believe it is important that we take the time to review the entire document, ask questions, and fully understand the recommendations before moving forward. My recommendation is to bring the plan back for consideration and adoption at our December Town Board meeting.

There are, however, a few outstanding items we would like to address tonight. If there are any questions or anything that needs to be added to this plan (if possible). Please let me know so we can address those issues. We need to submit the final documentation to the State of North Carolina as soon as possible so we can close out this project and ensure that we are fully reimbursed with the allotted grant funds for this project.

TRC has completed the Town of Erwin Stormwater Management Plan, which provides a detailed assessment of our existing stormwater system and establishes a framework to help Town staff identify, prioritize, and implement future improvements. The plan also outlines potential solutions for five priority areas throughout Erwin. Equally important, it provides a foundation for better coordination with our partners, including the North Carolina Department of Transportation (NCDOT), when addressing stormwater infrastructure concerns within NCDOT rights-of-way.

I am proud of the work that has gone into developing this plan, and I believe it will serve as a valuable resource for the Town of Erwin for many years to come. It will help us make more informed decisions, establish priorities for future improvements, and develop a more coordinated approach to addressing stormwater challenges throughout our community. Just as importantly, the plan is a living document that can be updated as conditions change and new priorities emerge.

I also want to recognize everyone who contributed to this effort, particularly our residents who took the time to complete surveys, share their concerns, and submitted photographs to the TRC team. Community input was an important part of this process, and your participation helped ensure that the plan reflects the real concerns and needs of the people we serve.

I welcome the opportunity to meet with any resident who would like to discuss the plan, its recommendations, or the Town's next steps. We will also have an opportunity to discuss the Stormwater Management Plan and potential capital improvement projects as part of our Fiscal Year 2028 budget workshops, which are scheduled to begin in early 2027.

Thank you to everyone who played a role in making this project possible. Completing this plan is an important milestone for the Town of Erwin. While it does not resolve all of our stormwater challenges overnight, it gives us a roadmap, a set of priorities, and the information we need to move forward responsibly. Most importantly, it puts us in a better position to address the concerns of our residents and plan for the long-term needs of our community.

Attachments:

- TRC presentation

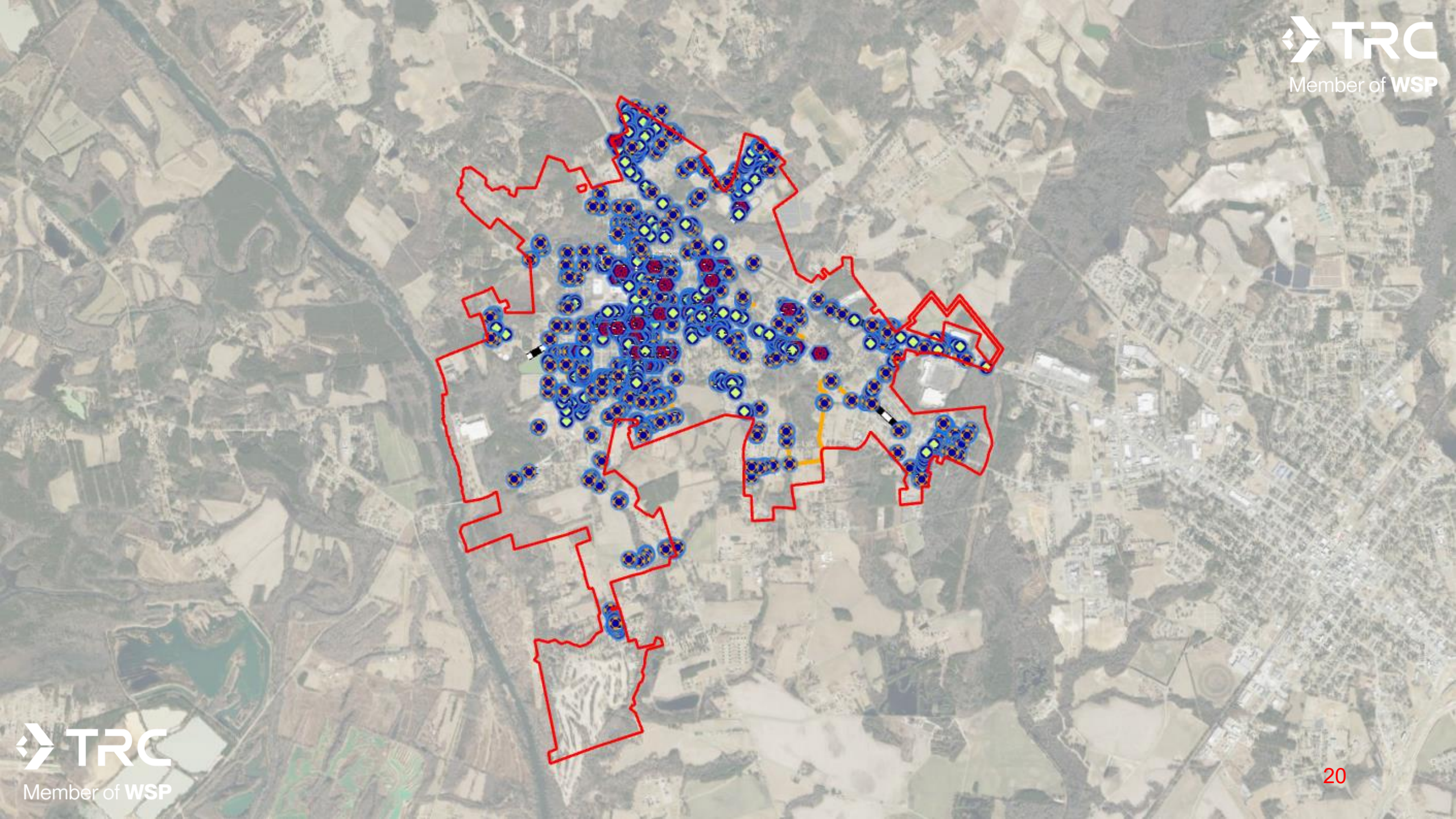


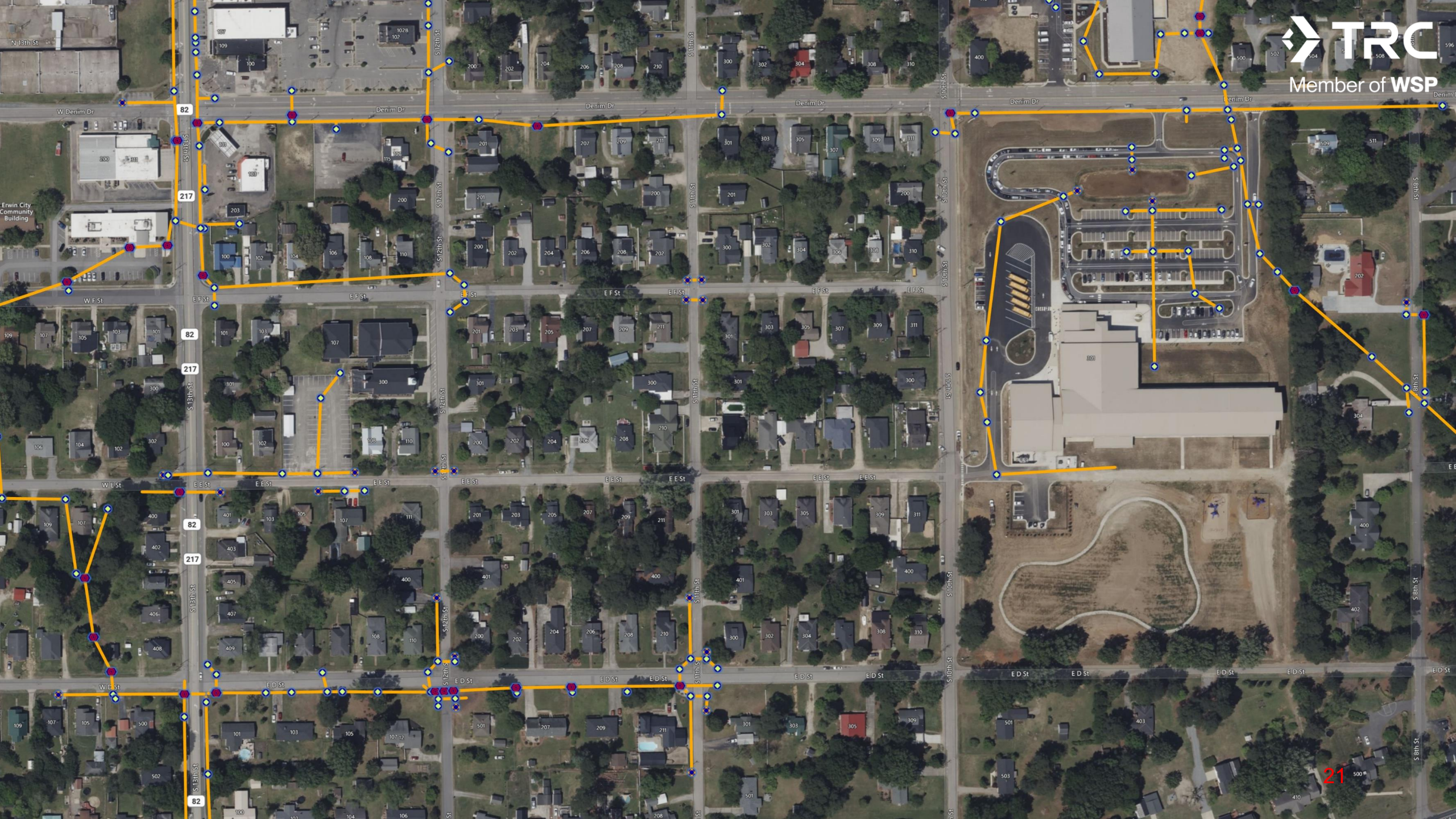
Stormwater Master Plan

Town of Erwin, North Carolina

WATER

10/12/2026

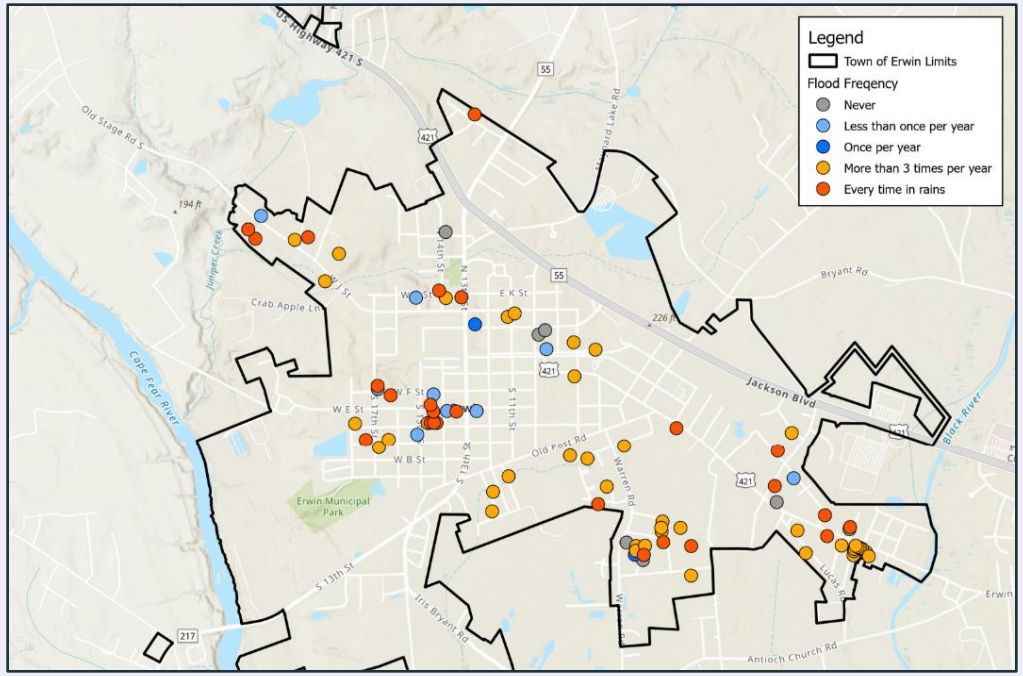



TRC
Member of WSP
Denim Dr
W Denim Dr
E F St
W F St
E E St
W E St
E D St
W D St
S 13th St
S 12th St
S 11th St
S 10th St
S 8th St
N 13th St
82
217
Erwin City Community Building
21

Field Data Collection

Community Survey

- Online and physical survey responses were received from April through August 2025
  - 116 responses were received to the survey
  - 82 Individual respondents
- Residents were encouraged to email photos, videos or additional information related to flooding.
  - Photos were matched with storm dates and precipitation data, where possible, to help calibrate flood model





Field Data Collection

Methodology

- Stormwater-Focused Geodatabase
  - GIS-framework for managing, modeling, and visualizing complex utilities
- Custom ESRI Field Maps Application
  - Used with survey grade GPS receiver
- Collect GPS location, physical condition, pipe sizes, elevations, materials, photos, and more
  - Auto-populates into the geodatabase framework
- Data collected:
  - Approximately 1,173 total structures (pipe ends, inlets, or junctions)
  - Over 15 miles of stormwater piping
- Select CCTV of known problem areas, or uncertain connections
- Ditch Assessment
  - Evaluate maintenance, erosion, and capacity issues at identified problem areas





Field Data Collection

Physical Condition Assessment

Structural Defects	Operation & Maintenance (O&M) Issues
Damaged Rim / Frame Damaged / Cracked Structure Pipe Deformation Sinkholes Above Piping Pipe Failure Joint Misaligned	Could Not Access (CNA) Sediment Accumulation Vegetation Accumulation Trash Accumulation



Sinkholes over pipe and at structure



Could Not Access (Concrete Top)



Deteriorating Metal Piping

Field Data Collection

Physical Condition Assessment – All Structures

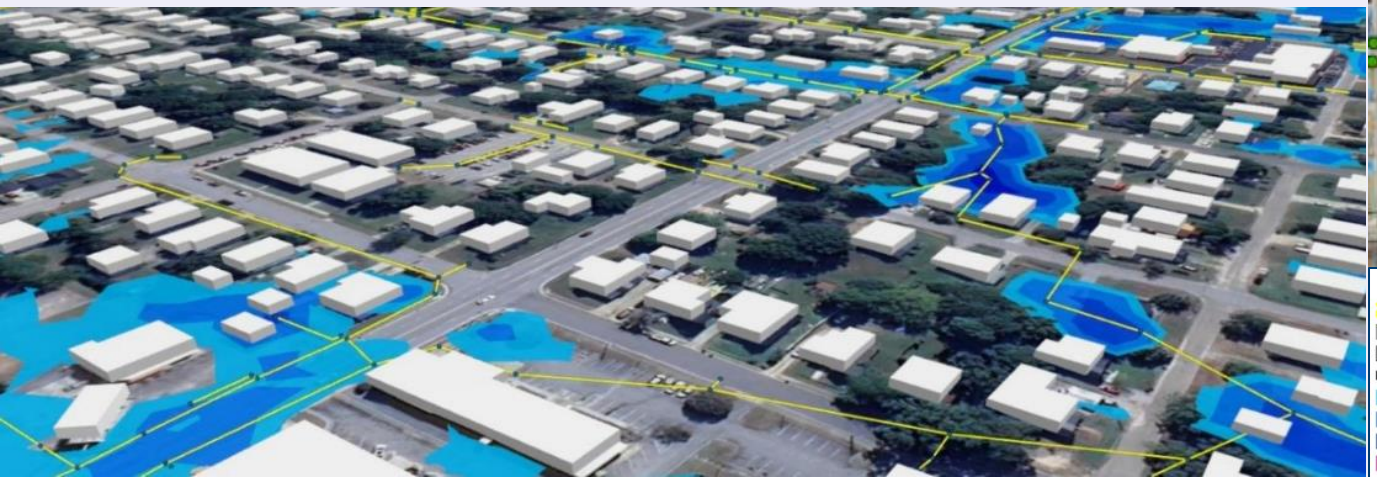
Structure Type	Total	Condition				
		Like New	Good	Fair	Poor	Needs Repair
Pipe End	550	10	32	460	39	9
Inlet	552	27	24	429	54	18
Junction	71	0	6	40	20	5
Total	**1,173**	**37**	**62**	**929**	**113**	**32**
Total (%)	**-**	**3.15%**	**5.28%**	**79.22%**	**9.63%**	**2.73%**

Overall Condition	Structural Description	O&M Description
Like New	No or minor structural defects	No or minor O&M issues
Good	No or minor structural defects	Two or less minor O&M issues
Fair	Two or less minor structural defects	Three or more minor O&M issues, but no major issues
Poor	In addition to minor defects, two or less major structural defects	In addition to minor issues, two or less major O&M issues
Needs Repair	Three of more major defects, or immediate threat to safety	Three or more major O&M issues, or complete blockages

Hydrologic & Hydraulic Model

Existing Conditions

- Utilize pipe size and condition information from field collection
- Comprehensive hydraulic model using PCSWMM
  - 2-year, 10-year, 25-year, and 100-year, 24-hour design storms
- Used to evaluate and identify areas for flooding, pipe and structure surcharging, roadway overtopping, and overland flow paths
- Correlated to photos obtained from community survey





Priority Ranking

Methodology

$$Priority\ Value(PV) = Probability\ of\ Failure * Cost\ of\ Failure$$

Overall Condition Value	Probability of Failure Value
Like New	Very Unlikely (1)
Good	Unlikely (2)
Fair	Potential (3)
Poor	Likely (4)
Needs Repair	Almost Certain (5)

Category	Description	Weight	1 - Incidental	2 - Minor	3 - Major	4 - Catastrophic
Depth	Depth to Center of Structure	2	-	Less than 5 feet	More than 5 feet, Less than 10 feet	Greater than 10 feet
Economic	Proximity to Buildings	3	-	Greater than 20 feet	Within 20 feet	Under Building
Social	Proximity to underserved or vulnerable populations	2	-	Not within or serving vulnerable populations	Overlaps or serves vulnerable populations	-
Capacity	Hydraulic Capacity of the Structure or Conduits	3	Adequate capacity	Unable to convey 25-year storm	Unable to convey 10-year storm	Unable to convey 2-year storm

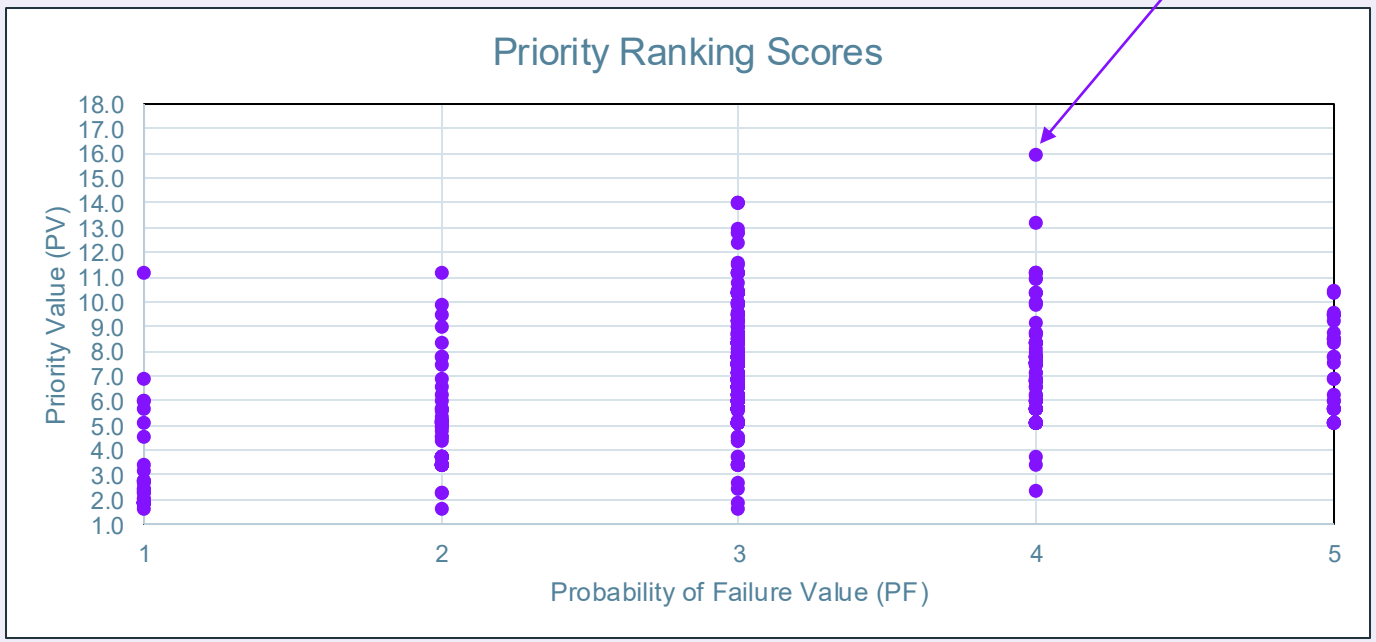
$$\frac{(Depth\ Weight * Score) + (Capacity\ Weight * Score) + (Economic\ Weight * Score) + (Social\ Weight * Score)}{Sum\ of\ Category\ Weights\ (9)}$$

Priority Ranking

Findings

- Probability of Failure Scores – 1 to 5 (max possible 5)
- Cost of Failure Scores – 1.11 to 3.22 (max possible 3.8)
- Priority Value Scores – 1.11 to 12.78 (max possible 18)

Capital Improvement Plan Proj. 1 N. 8th N. 9th Street Drainage Improvements



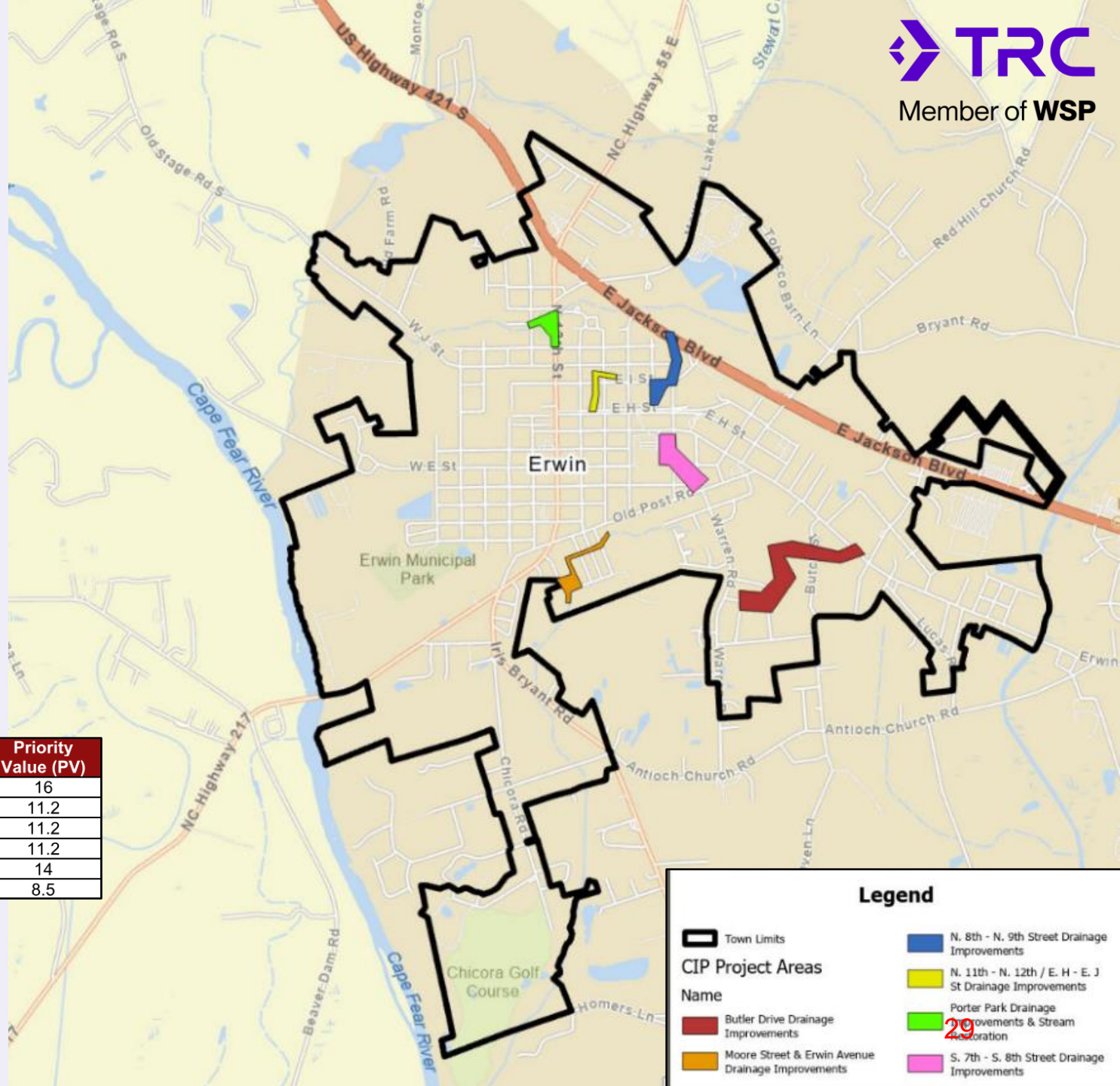
Capital Project Number	Capital Project Name	Priority Value (PV)
1	N. 8th - N. 9th Street Drainage Improvements	16
2	N. 11th - N. 12th / E. H - E. J St Drainage Improvements	11.2
3	Porter Park Drainage Improvements & Stream Restoration	11.2
4	S. 7th - S. 8th Street Drainage Improvements	11.2
5	Moore Street & Erwin Avenue Drainage Improvements	14
6	Butler Drive Drainage Improvements	8.5

Capital Improvement Plan

Overview

- Assumed plan start FY 2028 / 2029
- Six priority capital projects
  - $8.46 M total cost
- Improvement to deferred maintenance
  - Continued investment of $60,000 per year
- Additional dedicated stormwater maintenance staff
- Existing Stormwater Utility
  - Generates approximately $65,000 annually
  - Revised rate structure and fee proposed
- Project Implementation – “Shovel-Ready”
  - E. Erwin Drainage Improvements

Capital Project Number	Capital Project Name	Priority Value (PV)
1	N. 8th - N. 9th Street Drainage Improvements	16
2	N. 11th - N. 12th / E. H - E. J St Drainage Improvements	11.2
3	Porter Park Drainage Improvements & Stream Restoration	11.2
4	S. 7th - S. 8th Street Drainage Improvements	11.2
5	Moore Street & Erwin Avenue Drainage Improvements	14
6	Butler Drive Drainage Improvements	8.5



Capital Improvement Plan

Year 1 & 2: FY 2029 - 2030

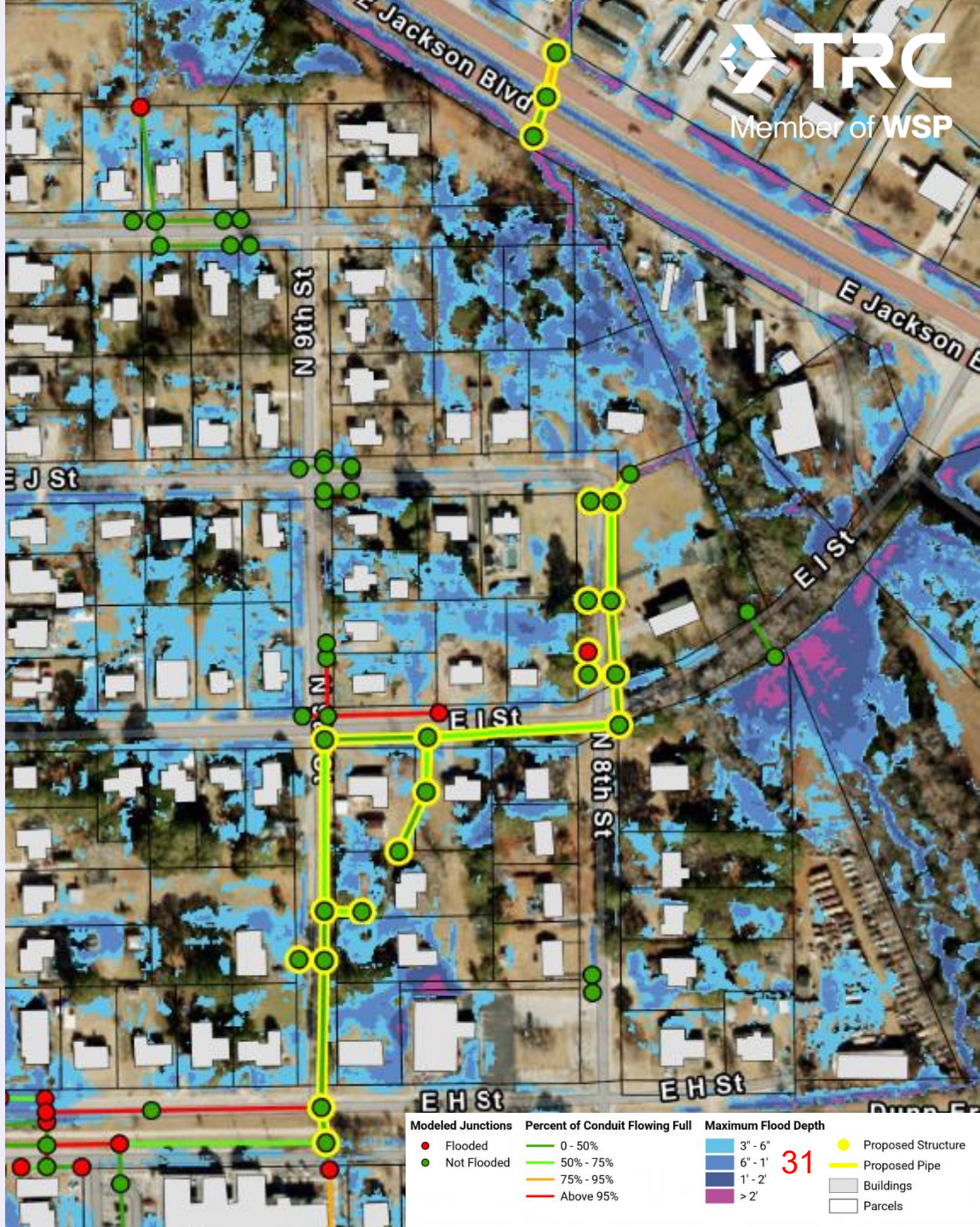
- Focuses on deferred maintenance
  - Lower initial capital costs to allow fund balance to grow to implement future projects
  - Blind Connection / Access Repairs
  - Pipe Jetting / Structure Cleaning
- Addition of 1 maintenance employee in FY 2029 and part-time assistance for utility billing specialist



Capital Improvement Plan

Year 3 – 5: FY 2031 – 2033

- Continued maintenance work
- Priority Site 1.1 - N 8th & N 9th Street Drainage Improvements
  - Rerouting stormwater conveyance into the public right-of-way
  - Increasing storm drain capacity
  - Reducing reliance on the existing private-property drainage alignment.
  - Portion of improvement requires upsizing pipe under 421 - NCDOT
  - Est. $ 1.64 million
- Begin Engineering Design & Permitting – Year 3 into 4
- Construction Funding – Future Grant or Loan
- Addition of 1 stormwater administration position in FY 2031

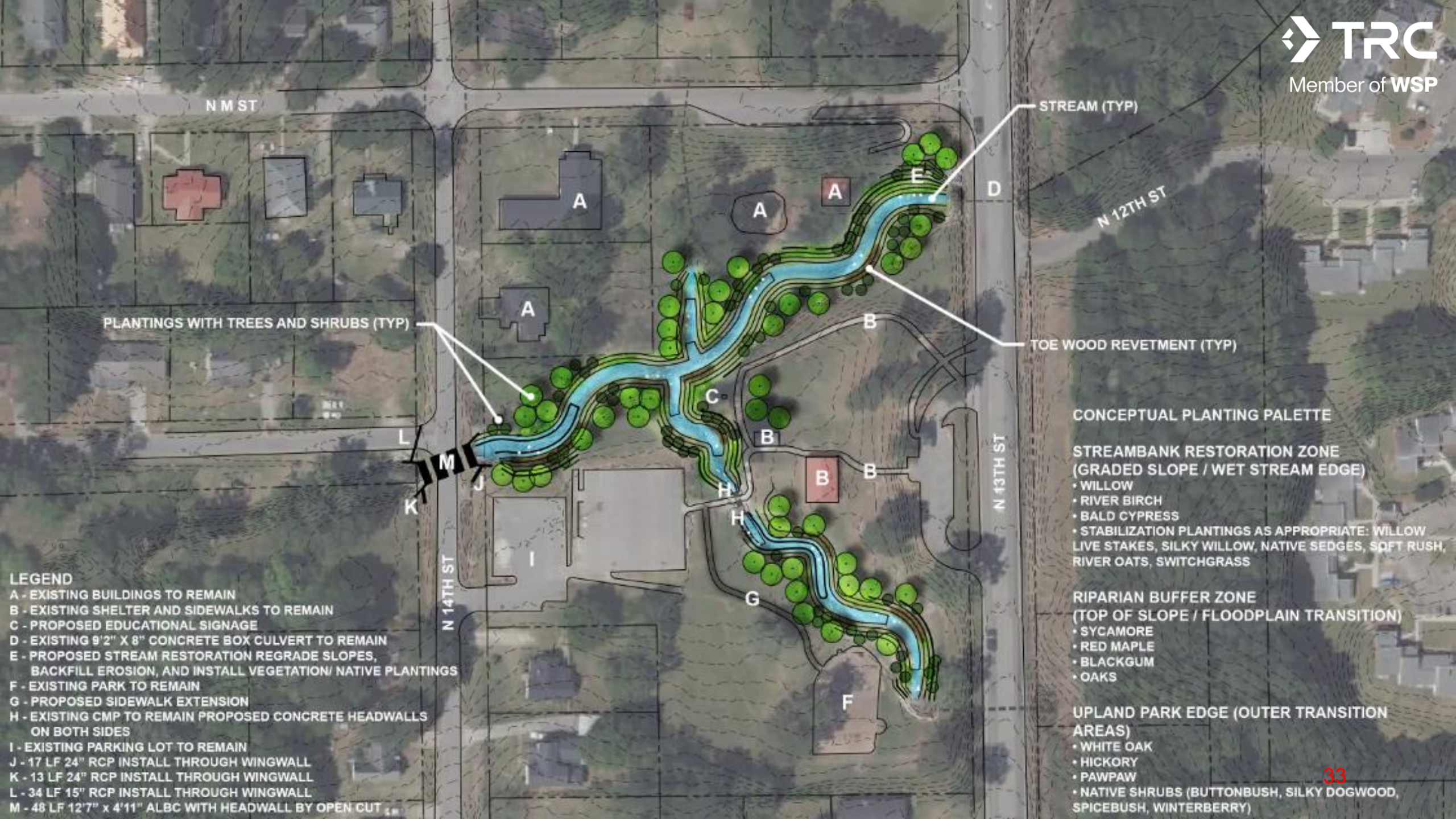


Capital Improvement Plan

Year 6 – 8: FY 2034 – 2036

- Continued maintenance work
- Priority Site 2 - N 11th & N 12th Street Drainage Improvements
  - Rerouting stormwater conveyance into the public right-of-way
  - Increasing storm drain capacity
  - Reducing reliance on the existing private-property drainage alignment.
  - Est. $1.57 million
- Begin Engineering Design & Permitting – Year 6 into 7
- Construction Funding – Future Grant or Loan





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LEGEND

A - EXISTING BUILDINGS TO REMAIN
B - EXISTING SHELTER AND SIDEWALKS TO REMAIN
C - PROPOSED EDUCATIONAL SIGNAGE
D - EXISTING 9'2" X 8" CONCRETE BOX CULVERT TO REMAIN
E - PROPOSED STREAM RESTORATION REGRADE SLOPES, BACKFILL EROSION, AND INSTALL VEGETATION/ NATIVE PLANTINGS
F - EXISTING PARK TO REMAIN
G - PROPOSED SIDEWALK EXTENSION
H - EXISTING CMP TO REMAIN PROPOSED CONCRETE HEADWALLS ON BOTH SIDES
I - EXISTING PARKING LOT TO REMAIN
J - 17 LF 24" RCP INSTALL THROUGH WINGWALL
K - 13 LF 24" RCP INSTALL THROUGH WINGWALL
L - 34 LF 15" RCP INSTALL THROUGH WINGWALL
M - 48 LF 12'7" x 4'11" ALBC WITH HEADWALL BY OPEN CUT

CONCEPTUAL PLANTING PALETTE

STREAMBANK RESTORATION ZONE (GRADED SLOPE / WET STREAM EDGE)

- WILLOW
- RIVER BIRCH
- BALD CYPRESS
- STABILIZATION PLANTINGS AS APPROPRIATE: WILLOW LIVE STAKES, SILKY WILLOW, NATIVE SEDGES, SOFT RUSH, RIVER OATS, SWITCHGRASS

RIPARIAN BUFFER ZONE (TOP OF SLOPE / FLOODPLAIN TRANSITION)

- SYCAMORE
- RED MAPLE
- BLACKGUM
- OAKS

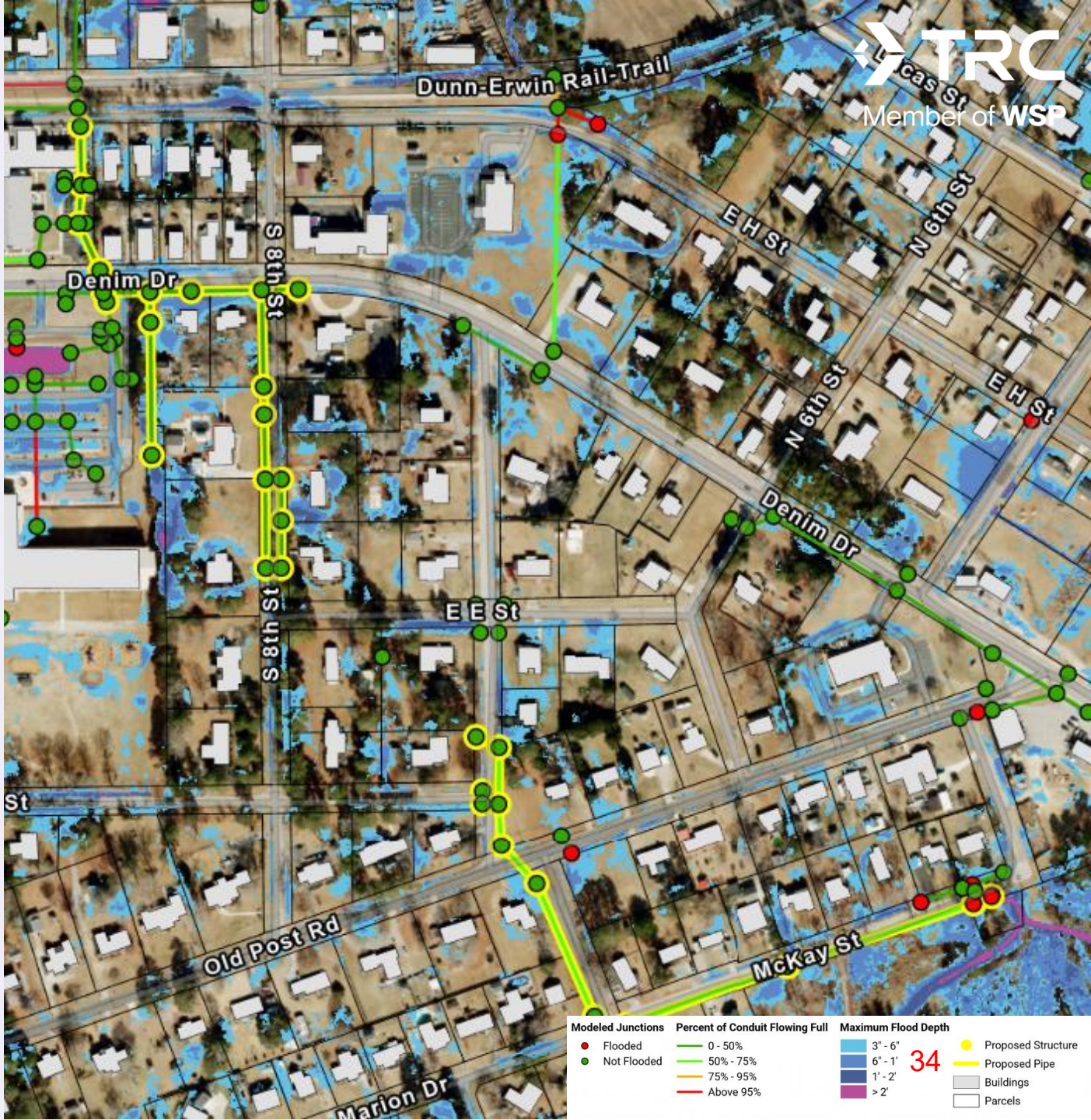
UPLAND PARK EDGE (OUTER TRANSITION AREAS)

- WHITE OAK
- HICKORY
- PAWPAW
- NATIVE SHRUBS (BUTTONBUSH, SILKY DOGWOOD, SPICEBUSH, WINTERBERRY)

Capital Improvement Plan

Future Projects

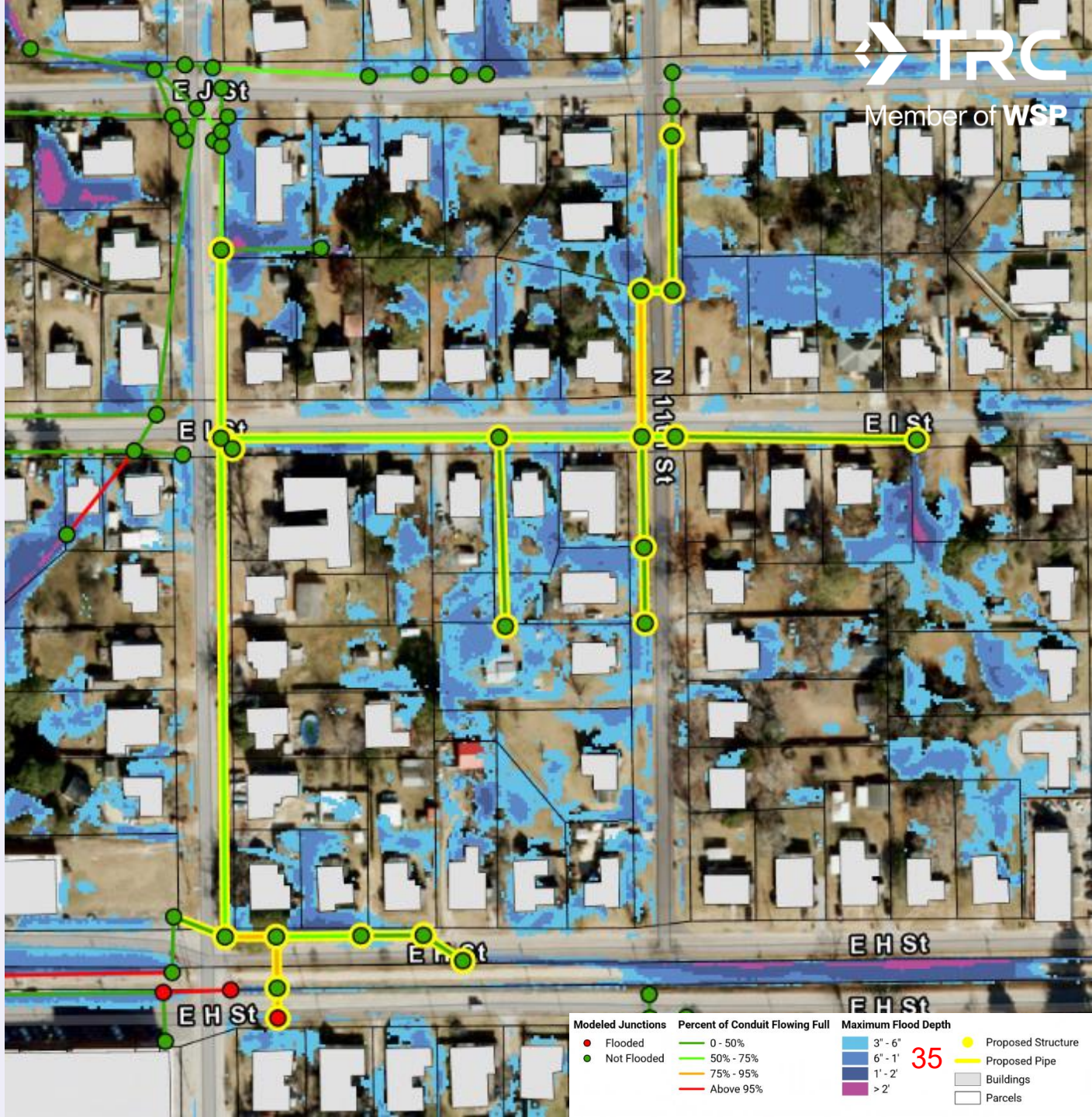
- Priority Area 4 – S. 7th Street – S. 8th Street Drainage Improvements
  - Rerouting stormwater conveyance into the public right-of-way
  - Increasing storm drain capacity
  - Reducing reliance on the existing private-property drainage alignment.
  - Est. $1.49 million
  - **Priority Project 1 must occur before implementing this project.**



Capital Improvement Plan

Future Projects

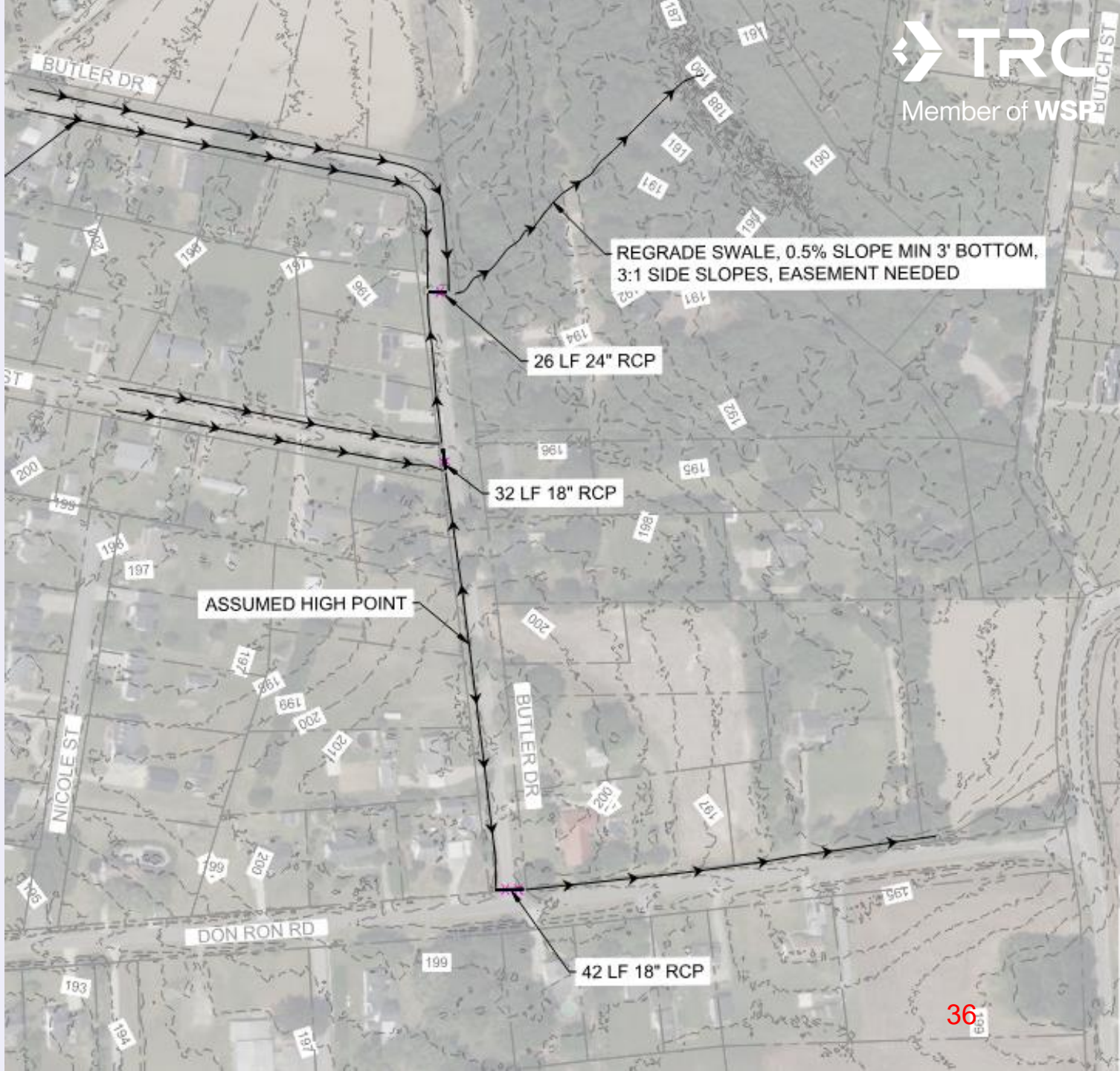
- Priority Area 5 – Moore Street & Erwin Avenue Drainage Improvements
  - Rerouting stormwater conveyance into the public right-of-way
  - Increasing storm drain capacity
  - Expand existing swale
  - Est. $623,000



Capital Improvement Plan

Future Projects

- Priority Area 6 – Butler Drive & Butch Street Drainage Improvements
  - Continuation of East Erwin Drainage Improvements project
  - Regrade and replace existing piping
  - Remove sediment and regrade existing roadside swales
  - Expand and clean existing stormwater swale between Butler Dr and Demin Drive
  - Upsize pipe at Butch Street and Denim Drive (NCDOT) with a 71” x 47” arch aluminum box culvert
  - Est. $804,212



Capital Improvement Plan

Preliminary Rate Study

- Stormwater Utility
  - Currently, flat fee of $2.50 / customer, generating ~$65k per year
  - Many different strategies for implementation
    - Flat fee, Tiered, or Equivalent Residential Units (ERU)
- NC Median Rate in 2023: $5 / month
- CIP Funding – Tiered residential
  - Fee adjusts based on land use and amount impervious
  - Largest impervious areas (commercial / industrial) pay larger proportional fee to single family residential
- Recommend considering revision to stormwater utility to provide necessary capital for CIP
  - Tiered residential and ERU proposed
  - Monthly residential fee ranging from $2.50 to $10 / month
  - Could generate ~$270k to $349k annually.

Municipality	Population	Fee Structure	Fee
City of Dunn	9,654	Flat Fee	$3.50 / month
Town of Spring Lake	13,366	Flat Fee	$2.75 / month
Town of Benson	4,795	Flat Fee	$3.00 / month

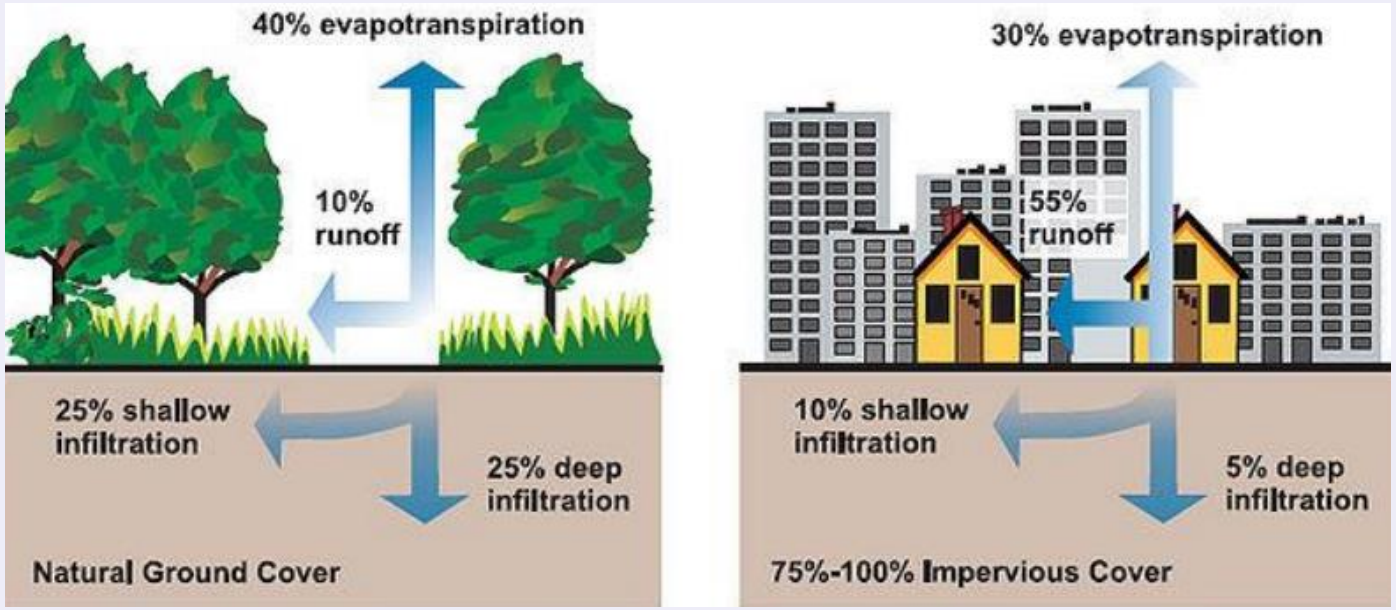


Impervious Assessment for Preliminary Rate Analysis

Stormwater Management Plan

Municipal Separate Storm Sewer System (MS4)

- Based on population size
  - Participation is NOT required of Town of Erwin at this time
  - Best practice for managing stormwater and development as areas urbanize
- What is an MS4?
  - Regulatory program under the Clean Water Act
  - Manages Stormwater Runoff from Urban Areas
  - Required when municipalities exceed 50,000 population, or on a case by case basis
  - Stormwater Management Plan – best practices
    - Six measures:
      - Public education and outreach on stormwater impacts
      - Public involvement in stormwater management
      - Illicit Discharge detection & elimination
      - Construction Site Runoff Control
      - Post-construction runoff control
      - Pollution prevention and good housekeeping for municipal operations



Next Steps

- Capital Improvement Plan Review & Adoption
- Amend Stormwater Utility Fee
  - Comprehensive Rate Study for proposed fee:
    - Full impervious assessment
    - Community input
- Maintain and Update Plan over Time
  - Intended to be a living document!
  - Add projects as new needs develop
  - Having a current CIP is a huge benefit on competitive grant applications!!!



Questions

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Thank you



Call Us:

Luke Baker, PG
Water Resources Lead
919.582.7288



Email Us:

Luke.Baker2@wsp.com



Visit Us:

TRCcompanies.com

TRC

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Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: November 5, 2026

Subject: ZT-2027-001

The Town of Erwin has received a rezoning application for two parcels located on Bait Road, identified as 127 Bait Road and the adjacent vacant parcel. Both properties are currently zoned R-15 Residential and are located within the Town's Extraterritorial Jurisdiction (ETJ). The applicant is requesting that both parcels be rezoned to Rural District–Conditional District to allow for the placement of a storage building intended for the storage of personal property.

The vacant parcel is adjacent to an unopened easement identified as John Street. According to the submitted soil evaluation, the property is not suitable for a conventional septic system. This limitation restricts the potential uses of the properties under the existing R-15 zoning classification.

The requested conditional rezoning would allow the Town to consider the proposed storage building for personal property through a site-specific zoning approval, subject to applicable development standards and any conditions established as part of the approval process.

The requested rezoning is not fully consistent with the Town of Erwin's 2023 Land Use Plan, as the subject parcels are located within an area designated for Suburban Residential Growth. This designation emphasizes suburban residential development, open space, and the protection of natural resources.

However, the subject parcels are adjacent to an existing Rural District zoning district, providing context for the requested zoning classification. Additionally, the proposed storage building is intended solely for the storage of personal property and would not require water service or a septic system. Given the findings of the soil evaluation, which indicate that the property is unsuitable for a conventional septic system, the proposed use may provide a means of utilizing the property while limiting impacts to natural resources.

Following its review, the Planning Board recommended approval of the rezoning request. The request should be considered in light of the Town's adopted land use policies, the surrounding zoning pattern, the site's environmental limitations, and the proposed use of the property.

Attachments:

- ZT 2027-001 application
- ZT 2027-001 staff report
- Harnett County GIS image (zoning)
- Harnett County GIS image (no zoning)
- 2023 Erwin Land Use information (Land Use Map and Suburban Residential Growth)
- Soil Evaluation report

Revised 9-19-2014

Application for an Amendment To The Official Zoning Map of Erwin, NC

Staff Only: Zoning Case # Z-2027 - 001
Fee: 500 Check # 5432 MO _____ Cash___
PB Recommendation: ____A ____D ____A/W Conditions
BOC Date: _____ Decision: __ A __ D __T __A/W Conditions

Print Applicant Name: ~~Randy~~ Jackson
Name of Legal Property Owner Randy LEE Jackson
Location of Property 127 Bait Rd Dunn NC 28334 & Lot 55 adjacent
* Deeded

Please Circle One of the Following: Less than one Acre | One to 4.99 Acres | Five or more Acres

Zoning change requested from R-15 to RO-CD
If Conditional District, note conditions: _____
Harnett County Tax Map PIN 1506-17-5486.000 & 1506-17-7511.000
Property owner(s) of area requested and address(es)

See Attached

(If more space is required, please attach to this document separately)

- Submit names and addresses of property owners immediately adjacent to the proposed rezoning area (and properties within 100 feet of proposed rezoning area) and across any street(s) and identify on an area map
- Attach a metes and bounds description, deed drawing of the area involved or a reference to lots in an approved subdivision on the entire property requested for change
- This application must be filed with the Town Hall by 4:00 p.m. on the Friday which is at least 25 days before the meeting at which it is to be considered and may be withdrawn without penalty no later than 19 days prior to the public hearing

Whenever an application requesting an amendment has been acted on and denied by the Town Board, such application, or one substantially similar shall not be reconsidered sooner than one year after the previous denial.

It is understood by the undersigned that the Zoning Map, as originally adopted and as subsequently amended, is presumed by the Town to be appropriate to the property involved and that the burden of proof for a zoning amendment rests with the applicant. Applicant is Encouraged to Discuss the Proposed Zoning Amendment with Affected Property Owners.

Signature of Applicant

910-242-2941
Contact Number

1113 Warren Rd Erwin NC 28339
Mailing Address of Applicant

PAID
OCT 06 2026
BY: CK 5432 PR

REZONING MAP REQUEST
STAFF REPORT
Case: ZT-2027-001

Snow Bowden, Town Manager
townmanager@erwin-nc.org
Phone: (910) 591-4200 Fax: (910) 897-5543

Planning Board: 10/19/2026 Town Commissioners: Proposed 11/5/2026

Requested zoning map amendment for two parcels that consist of four lots on the Jackson Villa Plat (Lots #55, 56, 57 and 58). Lots #56, 57 and 58 can be identified by the address of 127 Bait Road or Harnett County Tax PIN 1506-17-5486.000. Lot #55 does not have an address, but it can be identified by its Harnett County Tax PIN 1506-17-7511.000.

Applicant Information

Owner of Record:

Name: Randy Lee Jackson
Address: 113 Warren Road
City/State/Zip: Erwin, NC 28339

Property Description

Tract – 127 Bait Road (Lots #56, 57 and 58)
Harnett County Tax PIN 1507-17-5486.000
Acres .51
Zoning District- Residential (R-15)

Tract- Lot #55 Jackson Villa Plat
Harnett County Tax PIN 1506-17-7511.000
Acres- .42
Zoning District- R-15

Vicinity Map

- See Attached Harnett County GIS Image with zoning districts (Lots #55, 56, 57 and 58)
- See Attached Harnett County GIS Image without zoning districts (Lots #55, 56, 57 and 58)
- See Attached subdivision plat (Lots #55, 56, 57 and 58)

Physical Characteristics

Site Description: The rezoning request is for two parcels that consists of four total lots. Both parcels are vacant and are accessed from Bait Road. Both parcels do not have access to public water or sewer. The total request is to have 0.93 acres rezoned. The site will not support a septic system based on previous soil evaluations.

Surrounding Land Uses: This parcel is located on Bait Road. The surrounding land uses primarily consist of single-family dwellings and agricultural uses such as the Carolina Cricket Farms (previously Warren Crick Farm).

Services Available

- Duke Energy would provide electricity
- CenturyLink is the telephone provider
- NCDOT Road (1740)

Staff Evaluation

The applicant has requested to have two parcels be rezoned from Residential (R-15) to Rural District-Conditional District (RD-CD). Both parcels are currently vacant, and the property owner would like to place a storage building on the parcels that would be used for storage of personal property.

Town Staff would recommend this rezoning request be evaluated for feasibility.

Staff Evaluation

[X Yes No] The IMPACT to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community

- **Reasoning:** The requested rezoning is for a land use that is reasonable for this area.

[X Yes No] The requested zoning district is COMPATIBLE with the existing Land Use Classification.

- **Reasoning:** This parcel is in an area identified for Suburban Residential growth in our Land Use Plan. This land area does allow for the protection of natural resources. The proposed building would not have an adverse impact on our natural resources.

[X Yes No] The proposal does ENHANCE or maintain the public health, safety, and general welfare.

- **Reasoning:** This rezoning request would allow this property owner to use this parcel in a way that would enhance the general welfare of the area.

[X] Yes [ ] No The request is for a SMALL SCALE REZONING and should be evaluated for reasonableness.

- **Reasoning:** This request rezoning is only 0.93 acres.

There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of an individual or small group. **YES**	The applicant is seeking to have the property placed in a conditional district. The other permitted uses in the Rural District would be appropriate on this site. The site is limited in what it can be used for due to the lack of public utilities.
There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which applicants state they intend to make of the property involved.) **YES**	The parcel is surrounded by land that is already located in our Rural District. All of the uses in our Rural District would be appropriate at this site.
There is a convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change. **YES**	The proposed change from R-15 to RD-CD would not have an adverse impact to the area.
The proposed change is in accord with the Land Development Plan and sound planning principles. **YES**	This parcel is in an area identified for Suburban Residential growth in our Land Use Plan. This land area does allow for the protection of natural resources. The proposed building would not have an adverse impact to our natural resources.

Statement of Consistency

The requested rezoning to RD-CD is compatible with all of the Town of Erwin's regulatory documents and would not only have a positive impact on the surrounding community, but would enhance the public health, safety, and general welfare as stated in the evaluation. It is recommended that this rezoning request be **Approved.**

Or

Statement of In-Consistency

The requested rezoning to RD-CD is **NOT** compatible with all of the Town of Erwin's regulatory documents and it would have a negative impact on the surrounding community. It is recommended that this rezoning request **NOT BE APPROVED.**

Harnett County GIS

NOT FOR LEGAL USE



Harnett COUNTY NORTH CAROLINA

Harnett.org/GIS

October 8, 2026

- County Boundary
- Address Numbers
- Road Centerlines
- Parcels

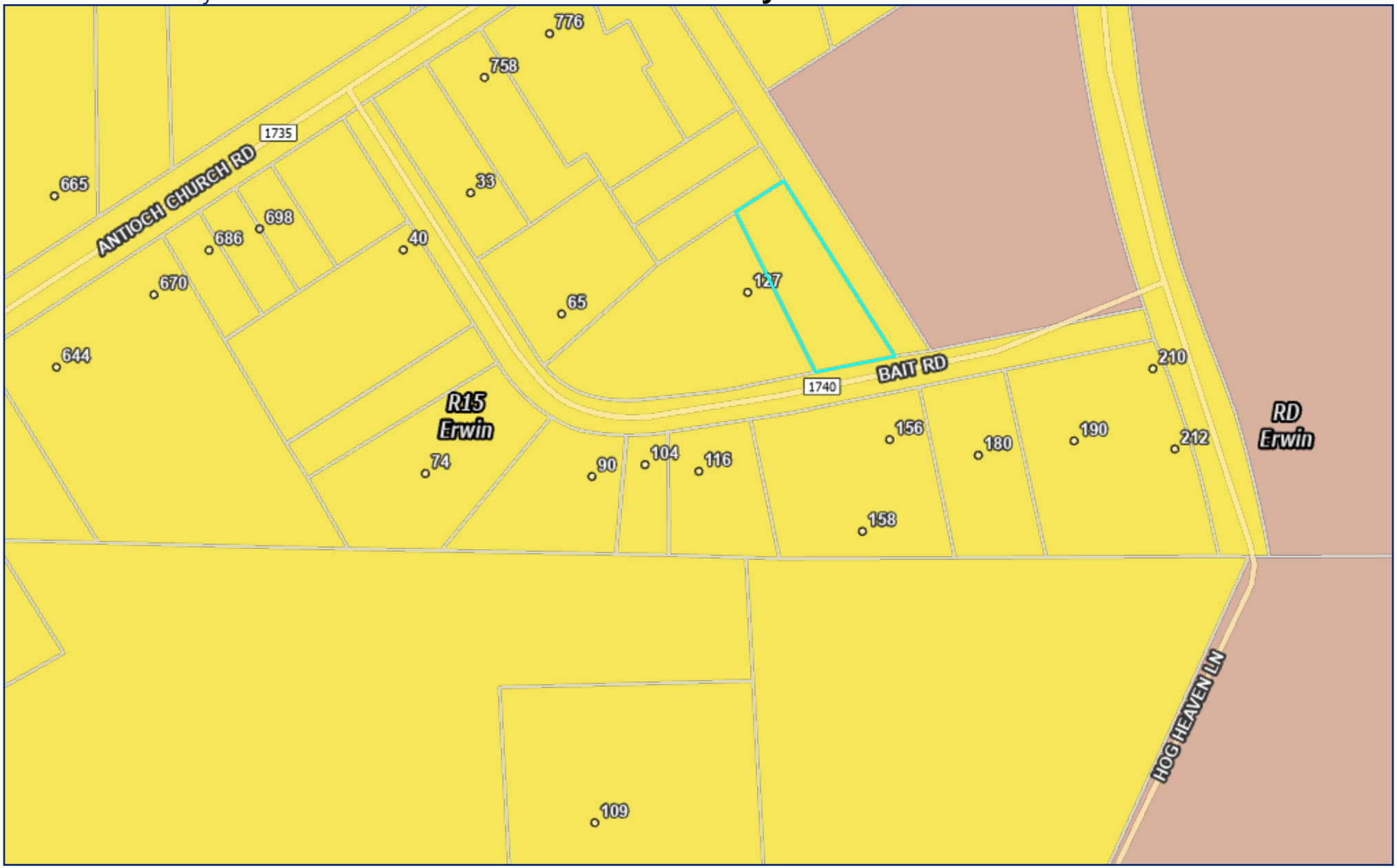
N
W E
S

48 Feet

0 160

Harnett County GIS

NOT FOR LEGAL USE



Harnett COUNTY NORTH CAROLINA

Harnett.org/GIS

October 8, 2026

County Boundary
Address Numbers
Road Centerlines
Parcels
R15
RD
ETJ

N
W
E
S

0 160 Feet

Harnett County GIS

NOT FOR LEGAL USE



Harnett COUNTY NORTH CAROLINA

Harnett.org/GIS

October 8, 2026

County Boundary

Address Numbers

Road Centerlines

Parcels

N

W E

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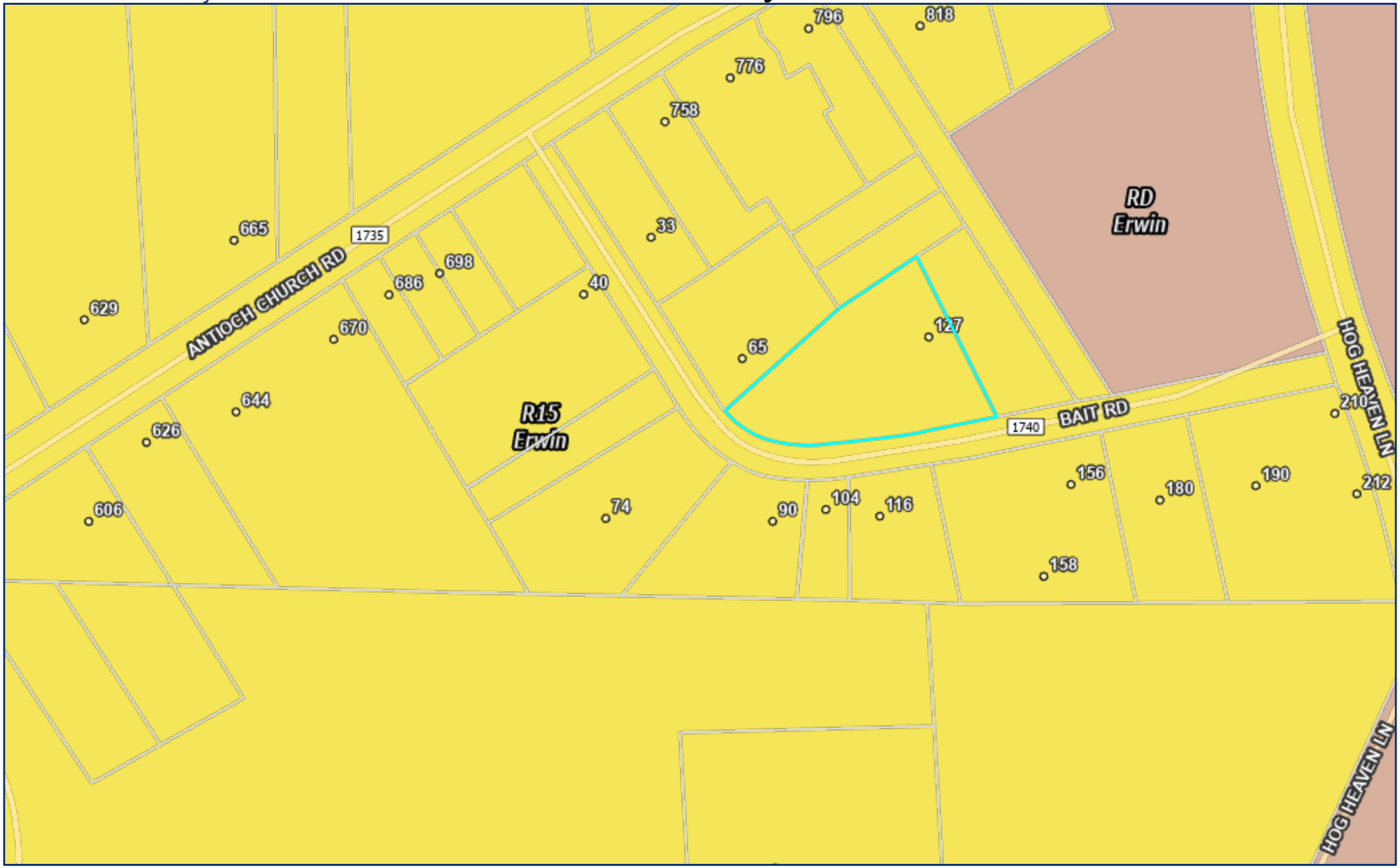
50 Feet

0 160

Harnett County GIS

Harnett County GIS

NOT FOR LEGAL USE



Harnett COUNTY NORTH CAROLINA

Harnett.org/GIS

October 8, 2026

County Boundary
Address Numbers
Road Centerlines
Parcels
R15
RD
ETJ

N
W
E
S

0 51 160 Feet

110

JACKSON VILLA

1 MI. SOUTH OF ERWIN, N.C.

COY LUCAS, OWNER

1 IN. - 80 FT. OCTOBER 20 1947

W. J. LAMBERT Reg. Sur.

Benson, N. C.

10 THS 1/0 2/0 3/0

F. M. MOYE, SELLING AGENT
GOLDSBORO, N.C.

NORTH CAROLINA
JOHNSTON COUNTY

I hereby certify that the map hereon was prepared by me from a survey made oct. 1947 by me; that the same is correct to the best of my knowledge and belief.

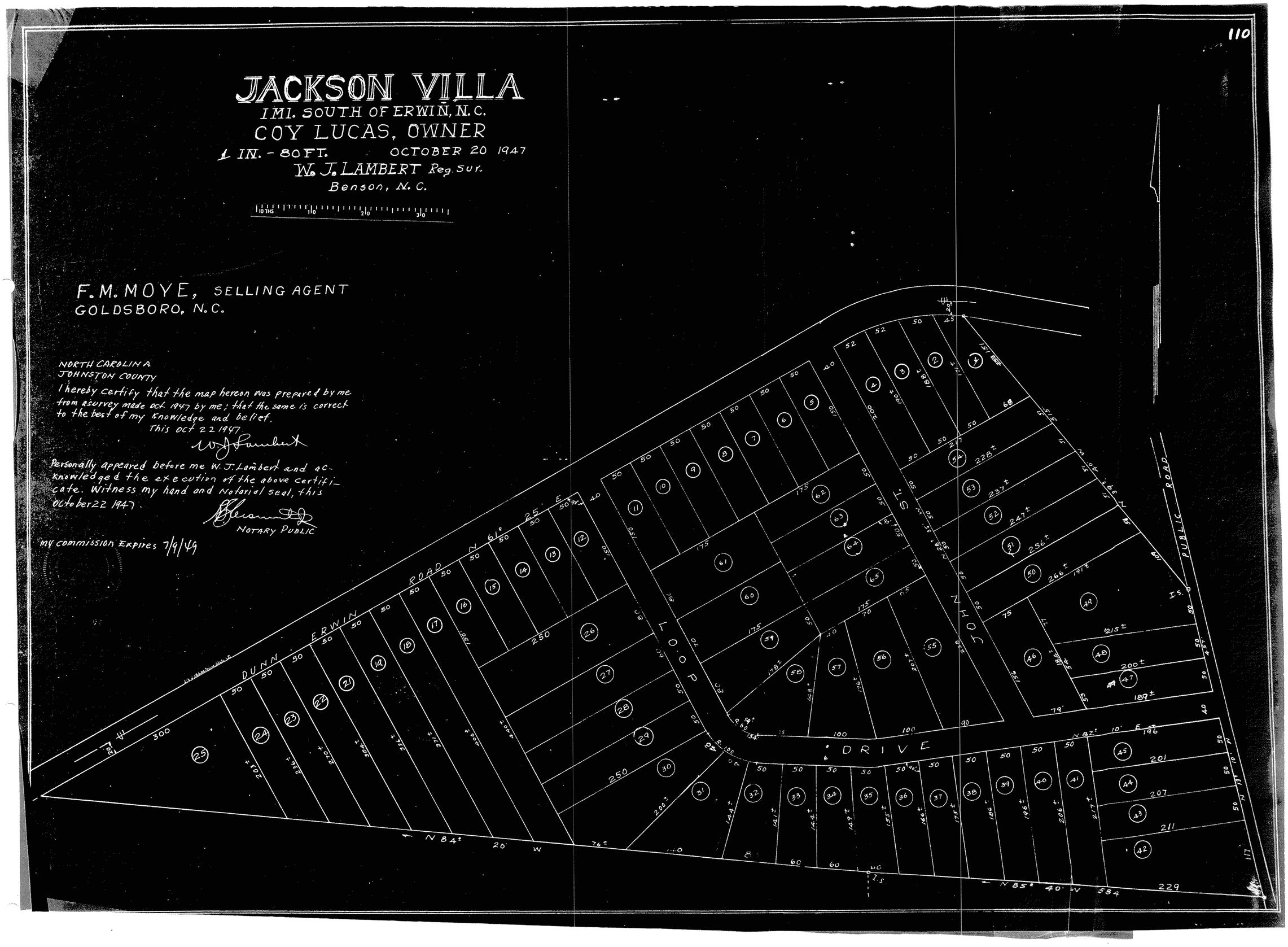
This oct 22 1947.

W. J. Lambert

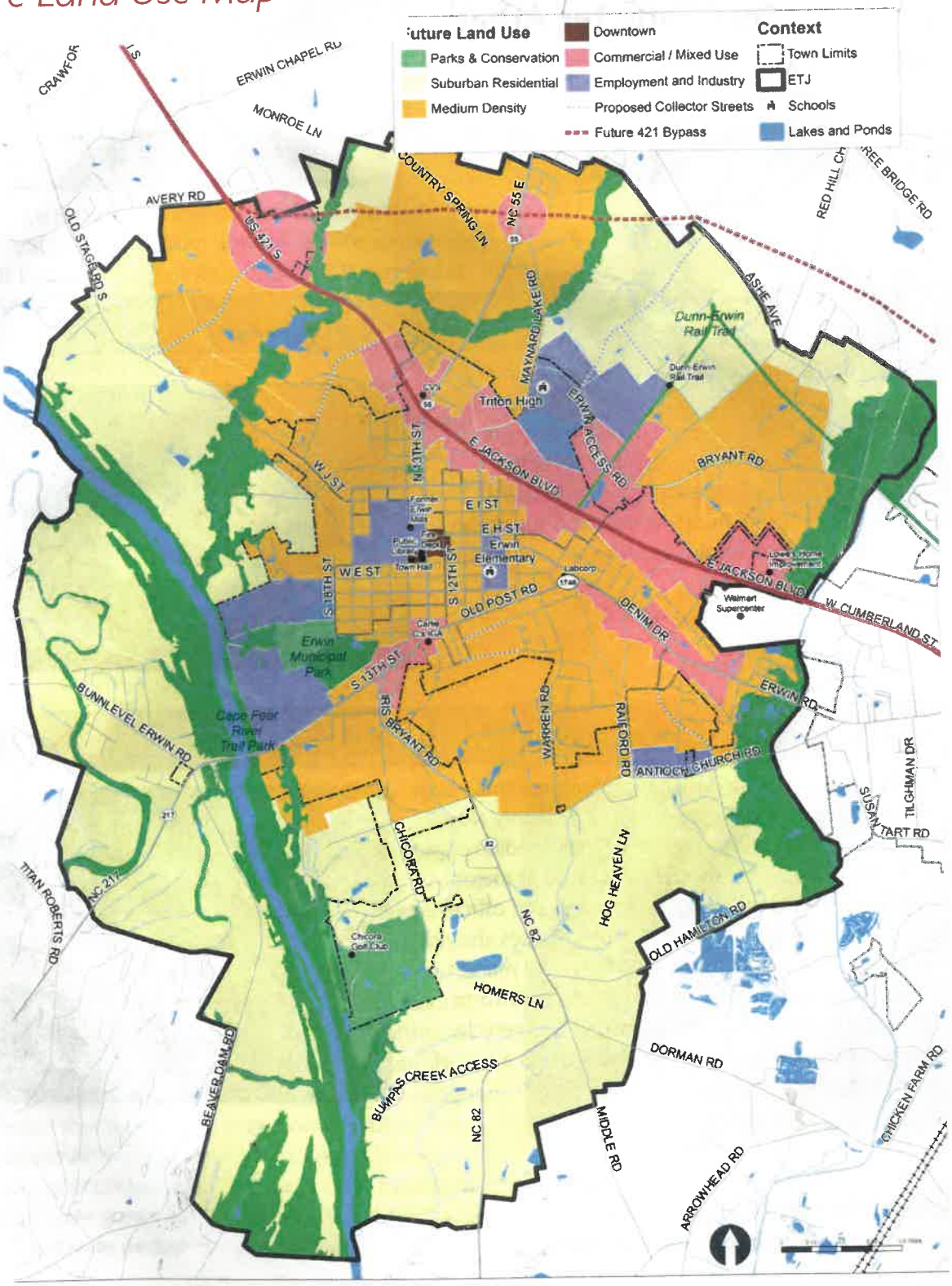
Personally appeared before me W. J. Lambert and acknowledged the execution of the above certificate. Witness my hand and Notarial seal, this October 22 1947.

NOTARY PUBLIC

my commission Expires 7/9/49



Future Land Use Map



Suburban Residential

The Suburban Residential designation is comprised primarily of agricultural uses and single-family homes on large lots. Future Suburban residential should be located near existing neighborhoods and water and sewer connections. Smaller lots may occur in conservation subdivisions to protect open space and natural resources.



Parks and Conservation

The Parks and Conservation designation applies to existing and proposed public and private recreational areas, open-space areas, and existing floodplains. Uses in this designation include agriculture, active and passive recreational facilities, open spaces, and educational uses. Supportive structures associated with the intended uses should be permitted.



Matthew S. Willis Register of Deeds
Harnett County, NC
Electronically Recorded
07/15/2026 11:21:51 AM NC Rev Stamp: $77.00
Book: 4353 Page: 873 - 875 (3) Fee: $26.00
Instrument Number: 2026014391

HARNETT COUNTY TAX ID #
06150601 0071
06150601 0072

07-15-2026 BY: MB

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	$77.00
Parcel ID:	06150601 0071 and 06150601 0072
Mail/Box to:	Grantee
Prepared by:	Pope & Pope, Attorneys at Law, P.A., PO Box 790, Angier, NC 27501 (File No. 26.491)
Brief description for the Index:	Lots 55, 56, 57 and 58, Jackson Villa, MB 5 Pg. 110

THIS GENERAL WARRANTY DEED ("Deed") is made on the 13th day of July, 2026, by and between:

GRANTOR	GRANTEE
Charles L. Stafford and wife, Linda D. Stafford 46 Glenfield Drive Dunn, NC 28334	Randy Jackson 1113 Warren Road Erwin, NC 28339

Enter in the appropriate block for each Grantor and Grantee their name, mailing address, and, if appropriate, state of organization and character of entity, e.g. North Carolina or other corporation, LLC, or partnership. Grantor and Grantee includes the above parties and their respective heirs, successors, and assigns, whether singular, plural, masculine, feminine or neuter, as required by context.

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in the City of _____, Duke Township, Harnett County, North Carolina and more particularly described as follows (the "Property"):

Tract I
BEING Lot #55 in the sub-division of the Coy T. Lucas property, known as Jackson Villa located about one mile south of Erwin, N.C. according to a map of said property made by W.J. Lambert, Surveyor on October 20, 1947, which map is recorded in Map Book 5, Page 110, Office of the Register of Deeds of Harnett County, and reference is hereby made to said map for a more accurate description of said property by metes and bounds, and being the same lot described in deed from Mrs. Lessie Lucas Suggs and husband, Johnnie Suggs, to Mrs. Annie Lucas dated October 19, 1948 and recorded in Book 315, Page 147, Office of the Register of Deeds of Harnett County. Said property being the same as that which was conveyed by Mrs. Lessie Lucas Suggs and husband, Johnnie Suggs to Osray L. Stafford and wife, Mary C. Stafford by deed dated February 20, 1951 and recorded in Book 324, Page 101, Harnett County Registry.

NC Bar Association Real Property Section Form No. 3 © Revised 02/2021
Printed by Agreement with the NC Bar Association

Submitted electronically by "Jack E. McLamb, III, Attorney at Law"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Harnett County Register of Deeds.

Tract II
BEING all of Lots Nos. 56, 57 and 58 in the sub-division of the Coy T. Lucas property, known as Jackson Villa located about one mile south of Erwin, N.C., according to a map of said property made by W.J. Lambert, Surveyor, on October 20, 1947, which map is recorded in Map Book 5, Page 110, Office of the Register of Deeds for Harnett County, and reference is hereby made to said map for a more accurate description of said property by metes and bounds.

This being three (3) of those certain five (5) lots shown on that map or plat of the Coy T. Lucas sub-division, known as Jackson Villa, deeded to M.D. Johnson October 27, 1947, by Coy T. Lucas and wife, Iva J. Lucas which deed is recorded in Book 304, Page 573, Register of Deeds Office of Harnett County, North Carolina, and recorded November 4, 1947.

Osray L. Stafford died on or about the 10th day of November, 1981. Charles L. Stafford is the sole heir of Mary C. Stafford who died on or about the 14th day of March, 1991. For further reference, see the Estate of Mary C. Stafford, Harnett County Estate File No. 91 E 138.

All or a portion of the Property was acquired by Grantor by instrument recorded in Book ____ page ____.

All or a portion of the Property ☐ includes or ☒ does not include the primary residence of a Grantor.

A map showing the Property is recorded in Plat Book 5 page 110.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

1. 2026 Harnett County ad valorem taxes and subsequent years not yet due and payable.
2. This property is sold subject to all restrictions, easements, rights-of-way, covenants, and other such matters of record.

[END OF PAGE – SIGNATURES ON FOLLOWING PAGE]

NC Bar Association Real Property Section Form No. 3 © Revised 02/2021
Printed by Agreement with the NC Bar Association

IN WITNESS WHEREOF, Grantor has duly executed this North Carolina General Warranty Deed, if an entity by its duly authorized representative.

Name: Charles L. Stafford

Name: Linda D. Stafford

STATE OF NORTH CAROLINA, COUNTY OF HARNETT

I Sheila S. Pope, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the 15th day of ~~June~~ July, 2026 each acknowledging to me that he or she signed the foregoing document, in the capacity represented and identified therein (if any): Charles L. Stafford and Linda D. Stafford.

Affix Notary Seal/Stamp

OFFICIAL SEAL
Notary Public - North Carolina
County of Harnett
Sheila S Pope
My Commission Expires 4-23-2026

Notary Public (Official Signature)
My commission expires: 4/23/2030

NC Bar Association Real Property Section Form No. 3 © Revised 02/2021
Printed by Agreement with the NC Bar Association

PLANNING BOARD

MEETING MINUTES

MONDAY, OCTOBER 19th, 2026

ERWIN, NORTH CAROLINA

The Town of Erwin Planning Board held its regular meeting in the Erwin Municipal Building Board Room 100 West F Street, Erwin NC on Monday, October 19th, 2026, at 7:00 PM.

Board members present were In-Town Board Members Grace Watts, Dean Downing, Kathryn Moore, Rebecca Kelly, Michael Jackson, and Out-of-Town Board Member Howard Godwin.

Board member absent was Vice Chairperson Jim Hartman.

Also absent were In-Town Alternates Karen Beitar and Grace Ambelas.

Staff members present were Town Manager Snow Bowden, and Deputy Clerk Katelan Blount.

Town Manager Snow Bowden called the meeting to order at 7:00 PM.

Board Member Grace Watts gave the invocation.

Board Member Michael Jackson led the Pledge of Allegiance.

CONSENT ITEMS

Board Member Kathryn Moore made a motion to approve the items on the consent agenda, which included the minutes of September 21st, 2026. The motion was seconded by Michael Jackson. **The Board voted unanimously.**

OLD BUSINESS

Updates:

Town Manager Snow Bowden updated the Planning Board on the status of the open Town Planner position. The Town is still working to fill this position.

The Board should expect some proposed text amendments in upcoming meetings that will need to be codified, due to the new laws that passed in North Carolina when the budget passed this year. Town Manager Snow Bowden will be attending the Legislative Update with the School of Government to get the information for these amendments.

Town Manager Snow Bowden asked if there were any questions that he could answer. There were none.

NEW BUSINESS

ZT-2027-001:

Town Manager Snow Bowden presented the rezoning request for a property located at 127 Bait Road, Dunn NC, located by its Harnett County Tax PINs 1506-17-5486.000 and 1506-17-7512.000. The applicant wishes to change the zoning designation from Residential (R-15) to Rural District- Conditional District (RD-CD).

These two parcels are currently vacant and are located within the ETJ. There is no access to public water or sewer at this time, and no plans to potentially extend service to that area in the future. Based on soil

DRAFT

evaluations, the parcel would not be suitable for a conventional septic system. Because of this, there are limited options for the development of this property.

The applicant has requested to rezone so that they may construct a building that would be used primarily for on-site storage of his personal property.

Board Member Kathryn Moore asked if this is going to just be storage.

Town Manager Snow Bowden stated that yes, this would be personal storage, not mini-storage or rentals. He stated that this wouldn't be out-of-character for this area, and wouldn't be a detriment.

Board Member Grace Watts asked if this was going to utilize a storage building already on the property, or if the owner would be building.

Town Manager Snow Bowden stated that no, the property is currently vacant and the owner would like to put up a metal garage type building.

Board Member Michael Jackson asked why this wasn't a Rural District zoning.

Town Manager Snow Bowden stated that this conditional use would be RD-CD, so it would fall under that going forward.

Board Member Howard Godwin made a motion to approve this request, which was seconded by Kathryn Moore. **The Board voted unanimously.**

Board Member Michael Jackson read the following statement of consistency:
"The requested rezoning to RD-CD is compatible with all of the Town of Erwin's regulatory documents, and would not only have a positive impact on the surrounding community, but would enhance the public health, safety, and general welfare as stated in the evaluation.
It is therefore recommended that this rezoning request be **approved.**"

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

ADJOURNMENT

Town Manager asked for a motion to adjourn the Planning Board meeting.

A motion was made by Board Member Kathryn Moore, which was seconded by Howard Godwin. **The Board voted unanimously**. The meeting was adjourned at 7:08 p.m.

Minutes recorded and typed by
Katelan Blount, Deputy Town Clerk

_____ _____

Jim Hartman
Vice Chairperson

Katelan Blount
Deputy Town Clerk

DRAFT

Randy Jackson
1113 Warren Road
Erwin, NC 28339

Beverly Hill
74 Bait Road
Dunn, NC 28334

James and Tammie Braswell
776 Antioch Church Road
Dunn, NC 28334

Ronnie Sills
90 Bait Road
Dunn, NC 28334

Melvin Brown
116 Bait Road
Dunn, NC 28334

Sherwood Williford
156 Bait Road
Dunn, NC 28334

Sharpe Family Investments, LLC.
3452 Titan Roberts Road
Erwin, NC 28339

The Burning Bush Church
Harper Wilden, Trustee
296 Skeet Range Road
Coats, NC 27521

Letizia Hendricks
40 Bait Road
Dunn, NC 28334

Turner Matthews Construction, INC.
1120 Carson Gregory Road
Angier, NC 27501

Mary Stafford
776 Antioch Church Road
Dunn, NC 28334

Raymond and Charlotte McConnell
818 Antioch Church Road
Dunn, NC 28334

TOWN OF ERWIN

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

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

October 13, 2026

Notice of a Public Hearing
ZT 2027-001

The Town of Erwin Board of Commissioners will hold a public hearing on Thursday, November 5, 2026 at 7:00 p.m. at Erwin Town Hall, located at 100 West F Street, Erwin, North Carolina, pursuant to N.C. General Statute § 160D-406. The purpose of the hearing is to receive public comments regarding a proposed petitioned rezoning.

The rezoning request applies to the following properties:

- **127 Bait Road** – Harnett County Tax PIN 1506-17-5486.000
- **Adjacent vacant parcel** – Harnett County Tax PIN 1506-17-7511.000

Both parcels are currently zoned Residential (R-15). The applicant is requesting that both parcels be rezoned to Rural District–Conditional District (RD-CD).

A copy of the rezoning application and related case materials is available for public inspection at Erwin Town Hall during regular business hours.

For additional information, please contact Town Manager Snow Bowden at (910) 591-4200 or via email at townmanager@erwin-nc.org.

Regards,

Snow Bowden
Town Manager

NOTICE OF PUBLIC HEARING

The Town of Erwin Board of Commissioners will conduct a Public Hearing on the following items pursuant to NC General Statute 160D-406, on Thursday, November 5, 2026, at 7:00 P.M. in the Erwin Municipal Building Board Room located at 100 West F Street, Erwin, NC 28339. Questions can be addressed to the Town Manager Snow Bowden at 910-591-4200 or by email at townmanager@erwin-nc.org.

- Case ZT-2027-001: Request to rezone two parcels from R-15 to RD-CD. The requested parcels for rezoning are:

    - 127 Bait Road (Harnett County Tax PIN # 1506-17-5486.000)
    - Adjacent vacant parcel (Harnett County Tax PIN # 1506-17-7511.000)

- Proposed demolition of the single-family dwelling at 403 East K Street. The property can also be identified by its Harnett County Tax PIN # 0597-85-3667.000.

These cases are available for review at the Erwin Town Hall. All persons desiring to be heard either for or against the proposed items set forth above are requested to be present at the above-mentioned time and place.

10/16,23/2026

TOWN OF ERWIN

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

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

ORDINANCE FOR MAP AMENDMENT CASE # ZT-27-001
AMENDMENT TO THE OFFICIAL ZONING MAP TO REZONE
FROM R-15 TO RD-CD PER ZONING ORDINANCE
ARTICLE XXIII FOR HARNETT COUNTY PINs
1506-17-5486.000 AND 1506-17-7511.000.
ORD 2026-2027: 05

Per *Chapter 36 Zoning, Article XXIII, Changes and Amendments*, Harnett County PINs 1506-17-5486.000 and 1506-17-7511.000 owned by Randy Jackson has been rezoned to RD-CD (Rural District–Conditional District) Case # ZT-27-001.

Matthew S. Willis Register of Deeds
Harnett County, NC
Electronically Recorded
07/15/2026 11:21:51 AM NC Rev Stamp: $77.00
Book: 4353 Page: 873 - 875 (3) Fee: $26.00
Instrument Number: 2026014391

HARNETT COUNTY TAX ID #
06150601 0071
06150601 0072

07-15-2026 BY: MB

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	$77.00
Parcel ID:	06150601 0071 and 06150601 0072
Mail/Box to:	Grantee
Prepared by:	Pope & Pope, Attorneys at Law, P.A., PO Box 790, Angier, NC 27501 (File No. 26.491)
Brief description for the Index:	Lots 55, 56, 57 and 58, Jackson Villa, MB 5 Pg. 110

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Page 1 of 3

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Submitted electronically by "Jack E. McLamb, III, Attorney at Law"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Harnett County Register of Deeds.

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2. This property is sold subject to all restrictions, easements, rights-of-way, covenants, and other such matters of record.

[END OF PAGE – SIGNATURES ON FOLLOWING PAGE]

NC Bar Association Real Property Section Form No. 3 © Revised 02/2021
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IN WITNESS WHEREOF, Grantor has duly executed this North Carolina General Warranty Deed, if an entity by its duly authorized representative.

Name: Charles L. Stafford

Name: Linda D. Stafford

STATE OF NORTH CAROLINA, COUNTY OF HARNETT

I Sheila S. Pope, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the 15th day of ~~June~~ July, 2026 each acknowledging to me that he or she signed the foregoing document, in the capacity represented and identified therein (if any): Charles L. Stafford and Linda D. Stafford.

Affix Notary Seal/Stamp

OFFICIAL SEAL
Notary Public - North Carolina
County of Harnett
Sheila S Pope
My Commission Expires 4-23-2030

Notary Public (Official Signature)
My commission expires: 4/23/2030

NC Bar Association Real Property Section Form No. 3 © Revised 02/2021
Printed by Agreement with the NC Bar Association

Adopted this 5th day of November 2026.

Randy Baker
Mayor

ATTEST:

Lauren Evans NCCMC
Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: November 5, 2026

Subject: Proposed Demolition of 403 East K Street

Town Staff initiated the minimum housing process for the property located at **403 East K Street** on October 7, 2025. The Town's former Code Enforcement Officer, Chris Jones, conducted an inspection of the property on October 17, 2025. On November 20, 2025, Mr. Jones held a hearing with Ron McLamb, Kelly McLamb, and Snow Bowden present. During the hearing, Mr. Jones advised all parties of the conditions identified at the property and outlined the necessary improvements required to bring the home into compliance. The property owners were given until July 1, 2026, to complete the required improvements.

To date, no action has been taken to address the identified deficiencies or make the required improvements to the home.

Over the past several months, Town Staff have made efforts to work with the property owner to encourage compliance and facilitate the necessary repairs. However, despite these efforts and the time provided to complete the required improvements, no progress has been made.

Due to the lack of action and the continued failure to address the property's minimum housing violations, Town Staff is requesting that the Town Board consider adopting an ordinance ordering the demolition of the structure.

If the ordinance is approved, Town Staff will post the demolition order on the property and solicit bids for the demolition. The bids will then be presented to the Town Board at its December meeting for consideration and approval.

Attachments:

- Ordinance to demolish 403 East K Street
- Findings of Fact for 403 East K Street inspection
- Inspection letter for 403 East K Street
- Hearing notice for 403 East K Street

TOWN OF ERWIN

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

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

AN ORDINANCE DIRECTING THE TOWN MANAGER TO REMOVE OR DEMOLISH THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED

ORD 2026-2027: 006

WHEREAS, the Town Commissioners of the Town of Erwin find that the structure described herein is unfit for human habitation under the NC State Building Code and NC General Statute 106D-1118 and that all of the procedures associated with said actions have been complied with; and

WHEREAS, this dwelling should be removed or demolished as directed by the Town Manager and should be placarded by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the owner of this structure has been given a reasonable opportunity to demolish the structure in accordance with NCGS 160D-1121 pursuant to an order issued by the Building Code Administrator on November 20, 2025, and the owner has failed to comply with the Order;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Erwin, that:

Section 1. The owner of such building(s), dwelling(s) and premises was hereby ordered to vacate any occupants and/or personal property therein on or before July 1, 2026.

Section 2. The Code Administrator is hereby authorized and directed to place placards containing the legend:

"This building is unfit for human habitation. The use or occupation of this building for human habitation is prohibited and unlawful."

on the building located at the following address:

403 East K Street, Erwin NC 28339 (Tax PIN# 0597-85-3667.000)

Section 3. The Town Manager is hereby authorized and directed to proceed to remove or demolish the above-described structure in accordance with the order to the owner with a deadline of the February 28, 2027**,** in accordance with NCGS 160D-1125;

Section 4. (a) The cost of removal or demolition shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the County Tax Collector, and shall have the same priority and be collected in the same manner as the lien for special assessments in Article 11 of NCGS Chapter 160D;

(b) Upon completion of the required removal or demolition, the Town Manager shall sell the materials of the dwelling and credit the proceeds against the cost of removal or demolition. The Town Manager shall certify the remaining balance to the Tax collector. If a surplus remains after the sale of the materials and satisfaction of the cost of removal or demolition, the Town Manager shall deposit the surplus in the Superior Court where it shall be secured and disbursed in the manner provided by NCGS 160D-1125;

Section 5. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 6. This Ordinance shall become effective upon its adoption.

ADOPTED this 5th day of November 2026.

_____
Randy L. Baker
Mayor

ATTEST:

_____
Lauren Evans, NCCMC
Town Clerk

TOWN OF ERWIN

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

FINDING OF FACTS AND ORDER

File No. HC-591-25

To: Conolia McLamb and interested parties in regards to the property at 403 East K St, Erwin, NC 28339 (Tax PIN# 0597-85-3667.000), in the Town of Erwin.

The undersigned Code Administrator of the Town of Erwin pursuant to law conducted a hearing at the time and place stated in the Complaint and Notice heretofore issued and served, or at a time to which the hearing was continued with previous notice to the above named owners and parties in interest or their agents or attorneys. At the hearing, the Answer, if any, filed by the owners and parties in interest were carefully analyzed and considered by the undersigned. In addition to other evidence presented, the undersigned personally inspected the property described above, and such inspection and examination has been considered, along with the other evidence offered at this hearing.

Upon the record and all the evidence offered and contentions made, the undersigned Code Administrator does hereby find the following facts:

1. The above named owners and parties in interest with respect to the property located at the place specified above were duly served as required by law with written Complaint and Notice of Hearing which set forth the Complaint that the premises located at the above address is unfit for human habitation and in violation of the Town Minimum Housing Code, and the particulars thereof, and fixed a time and place for a hearing upon the Complaint as provided by law. At the hearing, the following owners, persons in interest or their agents or attorneys, were present and participated therein: **Ron McLamb & Kelly McLamb.**

2. The premises described above violate the Town Minimum Housing Code, by reason of the conditions found to be present and to exist in and about the structure.

3. Due to these conditions, the building and/or premises described above is found to be in condition within the meaning of the Town Minimum Housing Code, so as to be unfit for human habitation;

IT IS THEREFORE ORDERED that the owners of the property above are required to bring such property into compliance with the Minimum Housing Code by

___ repairing, altering, improving or vacating and closing the deteriorated structure;
_X_ repairing, altering, improving or vacating and demolishing the dilapidated structure;
_X_ cleaning up the premises

By a date **not later than the 1st day of July, 2026.**

This the 2nd day of January, 2026.

_____
Christopher Jones
Code Enforcement Officer

TOWN OF ERWIN

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

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

October 7, 2025

Conolia McLamb
104 Steeplechase Dr
Dunn, NC 28334

It has come the attention of Town Hall that the property at 403 East K St with associated Tax PIN# 0597-85-3667.000 appears to be in violation of the Town of Erwin's minimum housing ordinance. A report has been received indicating the conditions of this property are in violation of the Housing Code.

Therefore, as prescribed in the Code of Ordinance, an inspection of the property is scheduled for **10 AM on Friday, October 17th, 2025.** It will be necessary for you, your agent and/or tenant to be present at the structure to provide access for the inspection. The inspection will be conducted in accordance with Section 6-30 of the Town Minimum Housing Code. I am authorized to obtain a warrant to conduct an inspection.

Upon completion of the inspection, a hearing will be scheduled within 30 days of the purpose of finding the facts as to whether or no the condition of this property is in violation of the Minimum Housing Code. At the hearing, you shall be entitled to offer such evidence as is relevant or material to the questions sought to be determined or the remedies to be effected. For any further questions, feel free to contact Erwin Town Hall.

Christopher Jones,
Code Enforcement Officer

Phone: 910-591-4204
Email: cpjones@erwin-nc.org

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COMPLAINT AND NOTICE OF HEARING
BEFORE THE HOUSING INSPECTOR
UNDER MINIMUM HOUSING CODE

FILE HC-591-25

TO: Conolia McLamb and interested parties in regards to the property at 403 East K St (Tax PIN# 0597-85-3667.000), in the Town of Erwin.

YOU ARE HEREBY NOTIFIED that the dwelling unit and/or lot located at the address designated above is in a condition that appears to be unfit for human habitation and is in violation the Town of Erwin Minimum Housing Code.

YOU ARE FURTHER NOTIFIED that a hearing will be held before the Housing Inspector of the Town of Erwin at Town Hall, 100 West F St, Erwin, NC 28339. This hearing will be conducted at **9 AM, November 20th, 2025** for the purpose of finding the facts as to whether the condition of the property falls within the scope of the above-mentioned section of the Town Code of Ordinance. At the hearing, you shall be entitled to offer such evidence relevant to the questions sought to be determined or the remedies to be affected. This hearing may be conducted by phone should you be unable to attend in person.

YOU ARE FURTHER NOTIFIED that if, upon such hearing, the Housing Inspector shall find the conditions of the property do in fact violate the Housing Code and render the dwelling unfit for human habitation, the Housing Inspector will issue an order in writing requiring the owner of the property to remedy these conditions.

Further information may be obtained by contacting the undersigned at 910-591-4204

This the 13th day of November, 2025.

_____
Christopher Jones
Code Enforcement officer

NOTICE OF PUBLIC HEARING

The Town of Erwin Board of Commissioners will conduct a Public Hearing on the following items pursuant to NC General Statute 160D-406, on Thursday, November 5, 2026, at 7:00 P.M. in the Erwin Municipal Building Board Room located at 100 West F Street, Erwin, NC 28339. Questions can be addressed to the Town Manager Snow Bowden at 910-591-4200 or by email at townmanager@erwin-nc.org.

- Case ZT-2027-001: Request to rezone two parcels from R-15 to RD-CD. The requested parcels for rezoning are:

    - 127 Bait Road (Harnett County Tax PIN # 1506-17-5486.000)
    - Adjacent vacant parcel (Harnett County Tax PIN # 1506-17-7511.000)

- Proposed demolition of the single-family dwelling at 403 East K Street. The property can also be identified by its Harnett County Tax PIN # 0597-85-3667.000.

These cases are available for review at the Erwin Town Hall. All persons desiring to be heard either for or against the proposed items set forth above are requested to be present at the above-mentioned time and place.

10/16,23/2026

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: November 5, 2026

Subject: FY 2027 Resurfacing

During our budget planning process, we discussed resurfacing several streets during the current fiscal year. However, due to the rising costs associated with street resurfacing, we decided to identify a larger number of streets than we would typically include in an annual project. By combining more streets into one project, we hope to generate greater interest from paving companies and encourage more competitive bids for the FY 2027 street resurfacing project. A project of this size requires considerable planning and coordination.

To assist with this effort, I have reached out to WithersRavenel, one of the firms on the Town's Engineer-on-Call list. They have submitted a proposed fee of $60,700 for engineering services. This fee would cover the entire project, including preparation of the bid documents, assistance throughout the bidding process, and inspection of the completed work. Having an engineer inspect the work after the contractor completes the project will be an important part of ensuring the work meets the required specifications.

Town staff have had preliminary discussions with WithersRavenel regarding this project; however, no work has been authorized or initiated at this time. WithersRavenel is familiar with the Town of Erwin and previously completed the Town's 2023 Pavement Condition Study, making them well-positioned to assist with this effort.

If we move forward with this proposal, staff anticipate presenting a list of proposed streets for resurfacing at the December Town Board meeting for discussion and approval. Following Board direction and approval, we would move forward with preparing and issuing the bid package for the FY 2027 project.

We can use Powell Bill Funds to cover this fee. We plan to use our Powell Bill Funds to complete this project. Powell Bill Funds are restricted funds that are used for road maintenance. We appropriated $480,000 in our Powell Bill budget this year for road/sidewalk improvements. This appropriation included our Powell Bill allotment in the current Fiscal Year and a transfer of $320,000 from our Powell Bill reserves.

Attachments:

- Fee proposal from WithersRavenel

WithersRavenel
Our People. Your Success.

October 15, 2026

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

RE: Agreement for Professional Services
Erwin FY 27 Resurfacing Project
Erwin, North Carolina
WR Project No. 26-1147

Dear Mr. Bowden,

WithersRavenel Inc. is pleased to provide this Scope and Fee Agreement to the Town of Erwin for the services as related to the FY27 Resurfacing Project. The project includes pavement repair survey, formal bidding to secure a licensed contractor to complete the resurfacing work, construction administration, and full-time construction inspection services for various streets within the town limits of Erwin, North Carolina.

We look forward to working with you on this project. Please feel free to call me at 336.809.2059 or email at tkallam@withersravenel.com with any questions and/or to discuss any aspect of the attached agreement.

Sincerely,

WithersRavenel

Ted Kallam

Ted Kallam, P.E.
Senior Project Manager

Attachment:
Scope and Fee Agreement for Professional Services

Town of Erwin, North Carolina
Scope and Fee Agreement for Professional Services
FY27 Resurfacing Project
Erwin, North Carolina

A. Project Description

The Project will provide engineering consulting services for the Erwin FY27 Resurfacing Project. Listed below is a summary of several key aspects of the project based on WithersRavenel and Town of Erwin discussions, and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

- WithersRavenel ("Consultant" or "WR") will assist the Town of Erwin ("Client" or "Town") in selecting street segments for resurfacing. The Project will also include evaluating existing curb ramps along the selected streets and identifying improvements or new installations, where applicable, to support ADA compliance.
- The anticipated budget for this season's patching and resurfacing is approximately $500,000.
- The goal for this year's Town of Erwin Resurfacing Project includes:
    - Resurfacing various segments throughout the Town based on the 2023 pavement conditions survey data.
    - Improving curb ramps, repairing curb and gutter, and sidewalk segments where applicable for ADA compliance and safety.

B. Timeline for Services

WithersRavenel will begin work upon receipt of executed Agreement and written Notice to Proceed from the Client. Estimated timeframes for the basis of the services described in the Scope of Services are shown below.

- Project/Street Selection – One (1) Week
- Pavement Repair Survey – One (1) Week
- Project Manual, Map Book, and Engineer's Estimates – Two (2) Weeks
- Advertisement of Project – Four (4) Weeks
- Bid Evaluation, Contractor Selection, Contract Execution, Council Award, and Pre-Construction Conference – Three (3) Weeks
- Active Construction Time – One (1) Month
- Project Close Out – One (1) Week

From the above and factoring in variability in the approval process, WR estimates the total project timeframe for the Scope of Services to be approximately four (4) months.

- The above estimated timeframes may be impacted by, among other things:
  - Timeliness and additional document reviews requested by the Client.
  - Town Council approvals, if applicable.
  - Timeliness and accuracy of information provided by the Client.
- Timeframe through construction will vary based on:
  - The Client's schedule and phasing.
  - Contractor's progress and adherence to completion date.
  - Client requesting additional work.
  - Weather delays.

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of adjustments agreed upon may result in adjustments to WithersRavenel fees.

C. Scope of Services

Task 1 - Develop Resurfacing List & Pavement Repair Survey (PRS)

WR will perform the following services for this task:

- Meet with the Town virtually (up to two (2) meetings) to determine the street sections to be included in the upcoming Erwin FY27 Resurfacing Contract. The street selection team will utilize Geographic Information System (GIS) maps and lists from the Town of Erwin 2025 Pavement Condition Survey (PCS) results, Town's historical resurfacing program data, and local knowledge to determine the street segments in this year's program.
- Use the following criteria for the development of the Resurfacing Streets List:
  - Develop a list of candidate street segments based on the latest PCS data.
  - Collaborate with Town Manager to confirm resurfacing street segments.

Upon selection of the final list of streets for patching and resurfacing, the WR Team will then develop the bid documents.

WR will again use the available GIS data and ArcGIS to perform a Pavement Repair Survey (PRS) for the selected segments for resurfacing. The supporting documentation to develop the proposed repair recommendations will be provided to the Town for review, concurrence, and final approval.

These recommendations will be developed by the WR Team performing a boots-on-the-ground project-level survey of the selected roadway. WR will evaluate, identify, measure, and physically mark with paint the proposed limits of each area requiring attention.

For each identified area, the condition, location within the segment, dimensions and photo documentation will be attained. From this information, WR will:

- Establish the recommended repairs.
- Compute the quantity and cost of repair.
- Identify features in photographs.
- Develop an overall repair approach which will be tabulated for the bid package.

The extent of the required repair will determine if the location should be scoped for patching, resurfacing or alternate pavement restoration methods. If geotechnical assistance/investigation is deemed to be needed, a firm from the Client's existing Geotechnical On-Call contract can be contacted. Such services could include material testing, CBR testing, core samples of a roadway, or proof rolling.

These areas may include pavement issues, utility issues/required adjustments, curb and gutter deficiencies and curb ramp ADA compliance deficiencies.

Any visible anomalies will also be noted and included in the plan. For example, driveway scraping, damaged utilities, or standing water.

WR will perform the following general tasks to develop the plans (Resurfacing Maps):

- Translate field measurements to drawings (including utilities or other features that are not in GIS database).
- Indicate the type, location, and quantity of specified street repairs prior to patching or resurfacing.
- Show limits and details for resurfacing efforts.
- Show limits and details for the use of patching.
- Indicate utility adjustments.
- Indicate drainage improvements.
- Verify if the existing sidewalk/ramps are American Disabilities Act (ADA) compliant. If not compliant, show the type of ramp and approximate limits of construction that will be required to attain an ADA compliant sidewalk/crossing/curb cut. An inventory of each individual ramp should be developed to confirm compliance (smart level evaluation).
- For resurfaced and patching streets, provide Pavement Marking and Signage plans.

Project Deliverables:

- The results from the PRS will be tabulated and included in the final bid documents.

Task 2 - Project Manual, Map Book, and Engineer's Estimate

Upon completion of the PRS and confirmation of the Project street list by the Town, the corresponding specifications, summary of quantities, Map Book (resurfacing maps for each segment), and cost estimate will be developed for bidding purposes. WR will develop the Project Manual in accordance with the Town of Erwin Specifications and bidding requirements and provide them to the Client for review. Upon addressing any comments from the Client, a final project manual will be provided for the Town to advertise for bids for the Project.

Coordination will continue with Town staff regarding any public utilities for the selected street lists and extended to private utilities as well, such as AT&T and GFiber. The presence of private utilities will be incorporated into the project maps and any private utility adjustments needed for construction will be identified and recorded while performing the PRS.

Project Deliverables:

- Project Manual, Map Book, and Estimate for bidding.

Task 3 - Contract Administration

WR will perform the following services for this task:

- WR will solicit local paving contracts. The Client will advertise the Project in the local newspaper.
- Attend and prepare for one (1) pre-bid meeting.
- Provide a pre-bid meeting summary and document all Contractor questions. Answers to those questions will be issued in one (1) addendum to the contract documents.
- Coordinate and facilitate one (1) bid opening (estimated as one (1) hour in length) with the Client and Contractors in attendance. WR will provide a bid summary and check to see that each bid has the required documentation.
- Provide a bid tab, for all the responsive and responsible bids, to the Client and provide an evaluation of the bids to determine if the bids conform to the project specifications and meet the legal requirements.
- Prepare an award recommendation letter to the Town of Erwin and assist with the coordination of the execution of the construction contract between the Client and the Contractor.
- Attend a pre-construction meeting with the selected Contractor at a Town facility or online.
- Coordinate change order reviews and recommendations.
- Develop a Punch List of items for use in establishing a final inspection and acceptance of the construction contract. WR will share interim updates to the Punch List with the Client and discuss any potential solutions.
- Collect final project documents and provide them to the Town as a final deliverable.

Project Deliverables:

- Pre-bid meeting summary
- Bid Summary from bid opening
- Bid Tabulation
- Award recommendation
- Punch List
- Project closeout information (Certificate for Substantial Completion and final Punch List completion)

Task 4 - Construction Inspection

During construction, the WR Team will provide full-time inspection and construction administration services for the milling and resurfacing of streets and part-time construction inspection for concrete flatwork as needed. WR will collaborate with the Client and act as an extension of their staff. WR will ensure construction of the Project is completed in accordance with the Town of Erwin's construction contract and specifications, referenced North Carolina Department of Transportation (NCDOT) specifications, or any additional specifications provided by the Client.

Part-time inspection and construction administration services will be provided for concrete flatwork, as needed. For example, during the installation of a new curb ramp, an inspector will be onsite to assist in layout and form setting, during the concrete pour, and the next day during final inspection. Some, but not all, of this ancillary work may be performed concurrently with paving operations.

Prior to the Contractor's start of field work, WR will review the design and any preconstruction video(s) taken by the Contractor (if available). WR will review and approve asphalt job mix formulas, concrete mix

designs, shop drawings, and required material submittals to ensure compliance with the construction contract requirements.

WR will mark pavement repairs and notable structures and will verify together with the Contractor that field painted markings are legible and ready for construction. WR will maintain the paint markings as the work progresses and will work together with the Contractor to proactively identify and resolve any other observed field issues. This will be repeated prior to the Contractor moving to the next grouping of road segments.

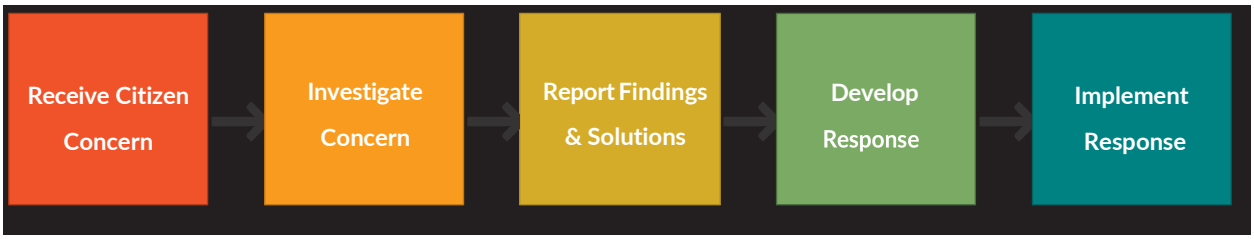
WR will proactively review the Contractor's traffic control plans, will notify the Client and the Contractor of any deficiencies, and will actively monitor any changes/corrections.

To keep the Town of Erwin residents informed throughout the Project's construction activities, WR recommends the following information distribution plan:

1. Several weeks prior to the beginning of construction, the Town of Erwin will place door hangers at the residents' properties in the upcoming paving area and will post notifications on social media. WR will assist the Client in developing the door hangers and providing needed information, as directed.
2. The week prior to the start of construction activities, signs are placed in high visibility locations throughout the paving area. WR will assist the Client to develop the information for the signs. Once the layout is approved, WR will have the signs printed. Staff will move the signs as one (1) paving area is completed, and work crews move into another.
3. No later than the Tuesday prior (for streets to be resurfaced on the following Monday), WR will notify the Town of Erwin of the upcoming work in a specific area.
4. No later than the Thursday prior (for streets to be patched or resurfaced on following Monday), the Contractor will place notices (hangers) on each mailbox (not inside) within the work zone. The 'work zone' consists of the street segment(s) being resurfaced, corner houses that may face a cross street, and any houses on the adjacent segments that may be affected by construction activities.

WR will provide outstanding customer service that is polite, friendly, and responsive. WR will interact with Citizens in a cordial and informative manner and ensure follow-up by either the Town of Erwin or WR, as appropriate for the concern.

Citizen Concern Response Procedure



WR will perform daily observation services of the Contractor's construction operations for contractual compliance. When more than one construction activity occurs concurrently, for example paving operations and milling, one (1) inspector will split time between the two (2) activities.

Generally, construction activities are prioritized in the following order:

1. Paving operations
2. Milling
3. Concrete flatwork
4. Utility adjustments/repairs

WR will prepare and distribute each day to the Client a Daily Report detailing the previous day's work. Pay Item quantities will be recorded along with issues related to construction, tests performed, safety concerns, weather conditions, and other factors affecting the work.

WR will perform reviews and report on the conformance of the Contractor's laboratory and field test reports. WR will review the Quality Control (QC) reports from the Contractor's QC department and provide summary Quality Verification (QV) reports (one (1) per month). This QV report will include all the Contractor's QC reports and comments on the validity and the appropriateness of the tests conducted and the results obtained. In addition, the inspector will confirm that asphalt used on the project meets NCDOT requirements and has a valid job mix formula number.

WR will also conduct weekly status meetings during the paving operations and will prepare an agenda for each status meeting and distribute a meeting summary to all the attendees. WR will note any action items, potential changes, and items needing collaboration and/or decisions from Town staff.

Further, WR will review quantities with the superintendent weekly and will maintain a Project Tracking spreadsheet to document this process. This method is designed to verify quantities weekly and provide real time financial and construction progress information to allow nimble and timely project decisions. WR will subsequently review the Contractor's pay applications for accuracy and approval monthly and will provide the reviewed pay applications to the Client within one (1) week of the submittal. WR will also review and monitor the Contractor's progress schedule on no less than a weekly basis to ensure the work is performed within the specified documented timeframes to help keep the project on schedule and communicate to Town staff any issues and potential adjustments.

WR will establish and maintain Construction Corrective Action items of work that do not meet the contract requirements. A Punch List of items will be developed for use in establishing a final inspection and acceptance of the construction contract. WR will share interim updates to the Punch List with the Client and discuss any potential solutions.

WR will work with the Client and the Contractor to avoid change orders if possible. WR shall have authority to work with the Contractor on minor changes in the contracted work not involving an adjustment in the contract price or an extension of the contract time. If needed, WR will prepare any change orders for the Client's approval and execution with collaboration with the Contractor.

At the end of the project, WR will provide the Town with all relevant project data in compatible formats for Town use and will provide any other information desired to provide the Town with the most comprehensive library of information for use in future projects.

Project Deliverables:

- Construction Inspection:
    - Full-time construction inspector for patching, milling, and resurfacing.
    - Part-time construction inspector for concrete flatwork.
    - The total inspection time for this task includes up to twenty-five (25) person-days of a Staff Professional I where one (1) person-day equals eight (8) hours. If additional construction inspection time is needed for the Staff Professional, an additional fee will be required.
- Outstanding customer service
- Daily Reports
- Assist Town with door hangers, social media, HOA notifications, and project signs
- Quality Verification (QV) reports
- Weekly status meeting summaries
- Reviewed Contractor's pay applications

D. Designated Representatives

The designated representatives of the Client and WithersRavenel for purposes of this agreement shall be as follows:

For the Client:

Primary Contact Person:..... Snow Bowden
Title:..... Town Manager
Telephone Number - Office:..... (910) 591-4200
E-mail Address..... townmanager@erwin-nc.org

The Town's primary contact person shall have complete authority to transmit instructions, receive information, interpret, and define the Town's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the pavement management program.

For the Consultant Engineer:

Primary Contact Person..... Zach Ward, PE
Title:..... Assistant Project Manager
Telephone Number – Cell (Preferred) ..... (910) 770-7589
E-mail Address..... zward@withersravenel.com

E. Exclusions/Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WR and its agents if requested in writing by the Client and accepted by WR. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit I. The exclusions are described below but are not limited to the following:

Planning/Studies
- Variance and Quasi-Judicial processes;
- Traffic Impact Analysis;
- Signalization Studies;

Project Management
- Additional Meetings/Site Visits;
- Adjacent property owner discussions;

Services by Others
- Geotechnical services;

Geomatics Services
- GIS mapping services;
- Construction staking;
- As-built (record drawing) surveys;

Environmental Services

Design Services
- Construction Drawings;
- Record (As-Built) Plans;

Landscape Architecture Services

Stormwater Services

Permitting Services
- Erosion Control permits;
- 401/404 permitting;
- NCDOT permitting;

Services During Construction
- NPDES monitoring/reporting;
- Record drawings/as-builts;
- Engineer Certifications;

Offsite/Specialty
- Expert witnesses;

General
- Any work previously provided in other proposals;
- Any other services not specifically listed within Section C.

The above list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project.

F. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

- General:
  - Provide representative for communications and decisions;
  - Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
  - Provide preferred media platforms for communications with the Client;
  - Provide in writing, any information as to Client's requirements for design;
  - Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
  - Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data related to the Project;
  - Examine all proposals, reports, sketches, estimates, and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
  - Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
  - Attend Town meetings as required/needed;
  - Provide access to property for Consultant and subconsultants;
  - Conduct discussions/negotiations with adjacent landowners;
  - Acquire all off-site utility and/or construction easements required for this Project;
  - Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
  - Provide all submittal, review, or permitting fees associated with the Project;
  - Provide any legal representation requiring an attorney at law.
- Construction Specific:
  - Provide direction and payments to Contractors;
  - Coordination with Contractor on scheduling or fulfillment of its responsibilities;
  - Distribution of approved plans and permits to Contractor.

G. Compensation for Services

WithersRavenel proposes providing the services for Tasks 1-3, outlined in Section C on a Lump Sum basis with fees as shown below and providing the services for Task 4 (CEI) on Time and Materials basis, Not to Exceed. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; additional services required outside the Scope of Services in Section C and reimbursable expenses will be billed on a Time and Material basis in accordance with Exhibit I.

Task Number	Task Name	Fee
Task 1	Develop Resurfacing List & Pavement Repair Survey (PRS)	$10,800
Task 2	Project Manual, Map Book, and Engineer's Estimate	$11,500
Task 3	Contract Administration	$9,400
Task 4	Construction Inspection (Time & Materials, Not to Exceed)	$29,000
	Total	**$60,700**

1. Invoices will be based on the percentage of completion for each lump sum task, and the hourly rate for WithersRavenel personnel in accordance with Exhibit I for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice. Interest shall be charged at the rate of one and one-half (1.5) percent per month on all balances due over 30 days from date of invoice.
2. The above fees are based on the estimated timelines noted in the agreement. Any adjustments to those timelines may result in additional fees.
3. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
4. The attached Exhibit I, Fee & Expense Schedule, is based on Consultant's current rates as of the date of the agreement and may be subject to change for hourly tasks and any additional services that occur after any adjustments go into effect.

Payment:

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

H. Acceptance

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

OFFERED BY:	ACCEPTED BY:
WITHERSRAVENEL	TOWN OF ERWIN
_____	_____
Signature Date	Signature Date
Vlad Mitchev, P.E.	_____
Name	Name
Director of Pavement Management	_____
Title	Title

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

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachments:

Exhibit I – Standard Terms & Conditions

Exhibit II – Fee & Expense Schedule

WithersRavenel
Our People. Your Success.

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. **Payment:**

   a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

   b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. **Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. **Standard of Care:** CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. **Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to $50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. **Change Orders:** CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. **Opinion of Cost/Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. **Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. **Project Site:** Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. **Access to Site:** CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. **Survival:** All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. **Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.

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EXHIBIT II

2026 Fee & Expense Schedule

Description	Rate
Engineering, Landscape Architecture & Planning	
CAD Technician I	$ 115
CAD Technician II	$ 130
Senior CAD Technician	$ 155
Designer I	$ 145
Designer II	$ 165
Senior Designer	$ 185
Landscape Architect I	$ 165
Landscape Architect II	$ 190
Landscape Architect III	$ 215
Senior Landscape Architect	$ 240
Landscape Designer I	$ 145
Landscape Designer II	$ 155
Landscape Designer III	$ 160
Planning Professional I	$ 130
Planning Professional II	$ 140
Planning Professional III	$ 160
Planning Assistant Project Manager	$ 170
Planning Project Manager I	$ 185
Planning Project Manager II	$ 195
Senior Planning Project Manager	$ 205
Planning Director	$ 255
Project Engineer I	$ 190
Project Engineer II	$ 200
Project Engineer III	$ 220
Senior Project Engineer	$ 255
Assistant Project Manager	$ 200
Project Manager I	$ 220
Project Manager II	$ 230
Project Manager III	$ 235
Senior Project Manager	$ 240
Associate Practice Professional	$ 75
Practice Professional I	$ 155
Practice Professional II	$ 160
Practice Professional III	$ 170
Practice Professional IV	$ 180
Senior Practice Professional	$ 190
Technical Consultant	$ 240
Senior Technical Consultant	$ 280
Director	$ 275
Principal	$ 290
Zoning Specialist	$ 400
Construction Administration	
Resident Project Representative I	$ 115
Resident Project Representative II	$ 135
Resident Project Representative III	$ 150
Senior Resident Project Representative	$ 160
Construction Project Professional	$ 165
Assistant Construction Project Manager	$ 170
Construction Project Manager I	$ 180
Construction Project Manager II	$ 190
Construction Project Manager III	$ 200
Senior Construction Project Manager	$ 215
Other	
Implementation Consultant	$ 165
Senior Implementation Consultant	$ 175
Expert Witness	$ 400

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	$ 185
GIS Specialist	$ 165
GIS Technician	$ 110
GIS Analyst I	$ 135
GIS Analyst II	$ 150
GIS Project Manager	$ 185
FAM Assistant Project Manager	$ 180
FAM Project Consultant I	$ 135
FAM Project Consultant II	$ 145
FAM Project Consultant III	$ 150
FAM Project Consultant IV	$ 155
FAM Senior Project Consultant I	$ 165
FAM Senior Project Consultant II	$ 170
FAM Project Manager	$ 185
FAM Director	$ 260
FAM Principal	$ 290
FAM Staff Professional I	$ 80
FAM Staff Professional II	$ 130
FAM Staff Professional III	$ 170
FAM Staff Professional IV	$ 215
FAM Senior Project Manager	$ 240
FAM Senior Technical Consultant	$ 275
Geomatics	
Geomatics CAD Technician I	$ 115
Geomatics CAD Technician II	$ 135
Geomatics CAD Technician III	$ 150
GIS Survey Technician I	$ 90
GIS Survey Technician II	$ 115
GIS Survey Technician III	$ 135
GIS Survey Lead	$ 150
Geomatics Project Manager I	$ 185
Geomatics Project Manager II	$ 200
Geomatics Project Manager III	$ 230
Geomatics Project Professional I	$ 165
Geomatics Project Professional II	$ 190
Geomatics Principal	$ 270
Geomatics Remote Sensing Crew I	$ 240
Geomatics Remote Sensing Crew II	$ 340
Geomatics Survey Crew I	$ 170
Geomatics Survey Crew II (2 Man)	$ 195
Geomatics Survey Crew III (3 Man)	$ 255
Geomatics Senior Manager	$ 240
Geomatics Survey Tech I	$ 70
Geomatics Survey Tech II	$ 105
Geomatics Survey Tech III	$ 135
Geomatics Survey Tech IV	$ 145
Geomatics Sr. Technical Consultant	$ 245
Geomatics SUE Crew 1	$ 195
Geomatics SUE Crew 2	$ 285
Project Coordinators	
Project Coordinator I	$ 105
Project Coordinator II	$ 125
Project Coordinator III	$ 135
Senior Project Coordinator	$ 145
Lead Project Coordinator	$ 155

Description	Rate
Environmental	
Environmental Technician I	$ 95
Environmental Technician II	$ 110
Environmental Technician III	$ 115
Environmental Senior Technician	$ 130
Environmental Project Geologist I	$ 165
Environmental Project Geologist II	$ 180
Environmental Project Geologist III	$ 210
Environmental Senior Project Geologist	$ 230
Environmental Assistant Project Manager	$ 180
Environmental Project Manager	$ 210
Environmental Senior Project Manager	$ 230
Environmental Director	$ 260
Environmental Project Engineer I	$ 165
Environmental Project Engineer II	$ 180
Environmental Project Engineer III	$ 210
Environmental Senior Project Engineer	$ 230
Environmental Principal	$ 285
Environmental Project Scientist I	$ 165
Environmental Project Scientist II	$ 180
Environmental Project Scientist III	$ 210
Environmental Senior Project Scientist	$ 230
Environmental Scientist I	$ 120
Environmental Scientist II	$ 145
Environmental Scientist III	$ 155
Environmental Geologist I	$ 120
Environmental Geologist II	$ 145
Environmental Geologist III	$ 155
Environmental Professional I	$ 120
Environmental Professional II	$ 145
Environmental Professional III	$ 155
Environmental Senior Technical Consultant	$ 255
Client Experience	
Client Experience Manager	$ 250
Administrative	
Administrative Assistant	$ 75
Administrative Assistant I	$ 95
Administrative Assistant II	$ 105
Administrative Assistant III	$ 115
Marketing Administration I	$ 105
Marketing Administration II	$ 125
Marketing Administration III	$ 135
Marketing Administration IV	$ 145
Marketing Administration V	$ 155
Director of Marketing	$ 165
Office Administration	$ 80
Office Administrator I	$ 135
Office Administrator II	$ 140
Office Administrator III	$ 145
Expenses	
Bond Prints (Per Sheet)	$ 1.75
Mylar Prints (Per Sheet)	$ 11.00
Mileage	Per IRS
Delivery – Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: November 5, 2026

Subject: Mason Drive Extension

WithersRavenel has completed the plans for the Mason Drive extension. However, before the project can be advertised for bids and move forward to construction, additional property management services must be completed. These services were not included in the original scope of work and primarily involve the acquisition of temporary and permanent easements, along with the necessary legal work associated with securing those easements.

The additional services are estimated to cost $34,250.

It is important to note that this work will only bring the project to the point where the Town can move forward with completing the unfinished section of Mason Drive. The extension will provide roadway access to two currently vacant parcels that are not served by the existing roadway.

Town Staff is requesting approval of the additional $34,250 in services from WithersRavenel so the necessary property management and legal work can be completed, and the project can proceed toward construction.

Attachments:

- Fee proposal from WithersRavenel

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Town of Erwin
Erwin, North Carolina
Amendment 1 – Mason Drive Extension
Scope and Fee Agreement for
Property Management Services

A. Preliminary Matters

WithersRavenel has previously entered into an "Agreement" with Town of Erwin, effective March 5, 2026, for providing professional services; the parties now wish to amend said "Agreement".

Therefore, it is mutually understood that the "Agreement" is amended to include the Additional Services to be performed by WithersRavenel and provisions for additional compensation from Town of Erwin to WithersRavenel, all as set forth within this Amendment. The parties ratify the terms and conditions of the Agreement which are incorporated by reference and any changes to those terms and conditions shall be noted in this Amendment.

If there are any conflicts in rates and/or terms and conditions, those specified in this Amendment will take precedence.

B. Project Description – Property Acquisition - Amendment 1

This fee agreement for Amendment 1 is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Erwin and formalize an agreement for the implementation and logistics for these services.

The amended Project will consist of the acquisition of the needed Right of Way, Temporary Construction Easement (TCE), and Permanent Drainage Easements (PDE) along Mason Drive Extension, by WithersRavenel subconsultant (TELICS).

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

- Town of Erwin shall be known as the "Town" or "Client"; WithersRavenel shall be known as the "Consultant" or "WR"; the property and overall project shall be known as the "Project"; Wake County shall be known as "County"; the executed document shall be known as the "Agreement".
- The following agency references also apply: North Carolina Department of Transportation shall be known as "NCDOT".
- Subconsultant to provide negotiation/acquisition services (TELICS) shall be known as the "Subconsultant".

C. Timeline for Services

WithersRavenel will begin work as expeditiously as possible upon receipt of executed Agreement. The services outlined in Section D are estimated to be completed in four (4) months, from the Notice to Proceed, depending on the Town's review and approval process.

D. Scope of Services

WithersRavenel shall provide the services identified under each task below as its "Basic Services" under the Agreement:

Task 1. Property Management

Approximately five (5) exhibits for easement acquisition are to be prepared for the Right of Way (ROW), Temporary Construction Easement (TCE), and Permanent Drainage Easement (PDE) Acquisition Process. Subconsultant (TELICS) to WithersRavenel is to provide services for the negotiation/acquisition of needed property. This process involves using the Exhibits listed above to approach property owners with an offer to acquire necessary property to facilitate construction/installation of the roadway extension. Payment will be made per parcel and is not to exceed the value listed in the table below. If any added parcels are found, then the Town will review and decide if added funds are available.

1.1. Project Management

WithersRavenel will ensure that the task remains on time and within budget. WR is to facilitate providing any geomatics data to the Subconsultant for use in the negotiation and acquisition of the property needed per parcel.

1.2. Negotiations/Claim Report

- Claim Report/Waiver Valuation (CR) is to be used for property acquisitions. Should a settlement not be reached using a Right of Way Claim Report, an appraisal will be requested if approved by the Town. If required, appraisals will be sent to an independent reviewer prior to the Town for approval to make an offer.
- As part of the initial outreach efforts, Subconsultant will deliver an introduction letter packet to each owner of record to provide them with the basic project and contact information.
- To establish initial contact, the Subconsultant's Agent will contact each owner of record by letter, phone, or in-person within 7-10 calendar days after delivering the introduction packet. Subconsultant will make a good faith attempt to attend a site meeting.
- Subconsultant's Agent will deliver a written offer based on the estimate of value per Appraisal or Claim Report approved by the Town and secure all required signatures on Town approved forms and documents. A negotiation diary will be kept of each conversation and/or contact attempt. All negotiated settlements will comply with the Town approved budget.
- Special provisions, agreements, or negotiated settlements exceeding the appraised value must be in writing and are subject to approval by the Town.
- Subconsultant will prepare and maintain a complete parcel file for each negotiation containing a copy of the Easement Agreement, contact letters, emails, contact information, negotiation diary explaining any issues, exceptions, or unsuccessful attempts to contact the owner of record, and any other related documentation. Upon request, the parcel file can be provided to the Town.
- Upon completion of negotiations and acceptance of the negotiated settlement, Subconsultant will inform the owner of record about the closing procedure and disbursement of money by the Town.
- Subconsultant will prepare, through contract attorney, all instruments of conveyance, tile opinions, and record documents at the direction of the Town.
- Subconsultant will prepare and submit payment requests to the Town.
- Once approved, the original easement agreement shall be recorded at the local register of deeds by the Town. Subconsultant can also record conveyance documents at the direction of the Town. Recording fees and stamps would be billed as a pass-through item.

- In the event a settlement cannot be reached with a property owner, Subconsultant will assist the Town in preparation of a condemnation packet to be submitted to the Town Attorney for a complaint filing with the Clerk of Court.
- Subconsultant will perform all work in accordance with 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.
- Negotiation fees include Property Manager participation in up to six (6) project update meetings/calls (up to one (1) hour in duration) with the Town as requested. If Subconsultant is requested to attend additional meetings, Subconsultant will invoice based on the rate of $180/hour.
- The Subconsultant's Project Manager and Agent will provide email updates as requested by the Town.

Description	Rate	Fee
Fee Simple and/or Temporary/Permanent Easement Acquisition (5 Parcels)	$4,500/Parcel	$22,500
*Appraisal (if needed)	$4,000/Appraisal	
*Appraisal Review (if needed)	$1,000/Review	
Deed Preparation (5 Parcels)	$250/Deed	$1,250
Preliminary Title Opinion (5 Parcels)	$850/PTO	$4,250
Attorney Closing (5 Parcels)	$350/Closing	$1,750
	TOTAL	**$29,750**

**Appraisal and Attorney Services will only be billed if approved by the Town and at the above rates.*

Note: not to exceed the amount of $29,750.

E. Exclusions/Additional Services

Services that are not included in Section D or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The following list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project. Additional services shall be paid for by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit I. The exclusions are described below but are not limited to the following:

- Client directed revisions beyond what is noted above and after approvals.

F. Client Responsibilities

The following items will be provided by the Town and WithersRavenel will rely upon the accuracy and completeness of this information:

- Preferred communications for Town;
- Provide representative for communications and decisions;
- Recordation of Deeds and relative Legal/Deed Descriptions;
- Any legal representation requiring an attorney-at-law.

G. Compensation for Services

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

Task No.	Task Name	Fee
Task 1	**Property Management**	
1.1	Project Management – WithersRavenel	$4,500
1.2	Negotiations/Claim Report	
1.3	Fee Simple and/or Temporary/Permanent Easement Acquisition (5 Parcels) - $4500/Parcel	$22,500
1.4	Appraisal (if needed) - $4,000/Appraisal	
1.5	Appraisal Review (if needed) - $1,000/Review	
1.6	Deed Preparation (5 Parcels) - $250/Deed	$1,250
1.7	Preliminary Title Opinion (5 Parcels) - $850/PTO	$4,250
1.8	Attorney Closing (5 Parcels) - $350/Closing	$1,750
	Total	**$34,250**

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

Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for WithersRavenel personnel in accordance with Exhibit I for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of the invoice.

The above fees are based on the estimated timelines noted in Section C. Any adjustments to those timelines may result in additional fees.

Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.

The attached Exhibit I, Fee & Expense Schedule, is based on Consultant's rates as of the date of this proposal and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

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H. Acceptance

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

OFFERED BY:	ACCEPTED BY:
WithersRavenel	Town of Erwin
Signature Date	Signature Date
Ted Kallam, PE Name	Name
Senior Project Manager Title	Title

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

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachment:

Exhibit I – Fee & Expense Schedule

WithersRavenel
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EXHIBIT I

2026 Fee & Expense Schedule

Description	Rate
Engineering, Landscape Architecture & Planning	
CAD Technician I	$ 115
CAD Technician II	$ 130
Senior CAD Technician	$ 155
Designer I	$ 145
Designer II	$ 165
Senior Designer	$ 185
Landscape Architect I	$ 165
Landscape Architect II	$ 190
Landscape Architect III	$ 215
Senior Landscape Architect	$ 240
Landscape Designer I	$ 145
Landscape Designer II	$ 155
Landscape Designer III	$ 160
Planning Professional I	$ 130
Planning Professional II	$ 140
Planning Professional III	$ 160
Planning Assistant Project Manager	$ 170
Planning Project Manager I	$ 185
Planning Project Manager II	$ 195
Senior Planning Project Manager	$ 205
Planning Director	$ 255
Project Engineer I	$ 190
Project Engineer II	$ 200
Project Engineer III	$ 220
Senior Project Engineer	$ 255
Assistant Project Manager	$ 200
Project Manager I	$ 220
Project Manager II	$ 230
Project Manager III	$ 235
Senior Project Manager	$ 240
Associate Practice Professional	$ 75
Practice Professional I	$ 155
Practice Professional II	$ 160
Practice Professional III	$ 170
Practice Professional IV	$ 180
Senior Practice Professional	$ 190
Technical Consultant	$ 240
Senior Technical Consultant	$ 280
Director	$ 275
Principal	$ 290
Zoning Specialist	$ 400
Construction Administration	
Resident Project Representative I	$ 115
Resident Project Representative II	$ 135
Resident Project Representative III	$ 150
Senior Resident Project Representative	$ 160
Construction Project Professional	$ 165
Assistant Construction Project Manager	$ 170
Construction Project Manager I	$ 180
Construction Project Manager II	$ 190
Construction Project Manager III	$ 200
Senior Construction Project Manager	$ 215
Other	
Implementation Consultant	$ 165
Senior Implementation Consultant	$ 175
Expert Witness	$ 400

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	$ 185
GIS Specialist	$ 165
GIS Technician	$ 110
GIS Analyst I	$ 135
GIS Analyst II	$ 150
GIS Project Manager	$ 185
FAM Assistant Project Manager	$ 180
FAM Project Consultant I	$ 135
FAM Project Consultant II	$ 145
FAM Project Consultant III	$ 150
FAM Project Consultant IV	$ 155
FAM Senior Project Consultant I	$ 165
FAM Senior Project Consultant II	$ 170
FAM Project Manager	$ 185
FAM Director	$ 260
FAM Principal	$ 290
FAM Staff Professional I	$ 80
FAM Staff Professional II	$ 130
FAM Staff Professional III	$ 170
FAM Staff Professional IV	$ 215
FAM Senior Project Manager	$ 240
FAM Senior Technical Consultant	$ 275
Geomatics	
Geomatics CAD Technician I	$ 115
Geomatics CAD Technician II	$ 135
Geomatics CAD Technician III	$ 150
GIS Survey Technician I	$ 90
GIS Survey Technician II	$ 115
GIS Survey Technician III	$ 135
GIS Survey Lead	$ 150
Geomatics Project Manager I	$ 185
Geomatics Project Manager II	$ 200
Geomatics Project Manager III	$ 230
Geomatics Project Professional I	$ 165
Geomatics Project Professional II	$ 190
Geomatics Principal	$ 270
Geomatics Remote Sensing Crew I	$ 240
Geomatics Remote Sensing Crew II	$ 340
Geomatics Survey Crew I	$ 170
Geomatics Survey Crew II (2 Man)	$ 195
Geomatics Survey Crew III (3 Man)	$ 255
Geomatics Senior Manager	$ 240
Geomatics Survey Tech I	$ 70
Geomatics Survey Tech II	$ 105
Geomatics Survey Tech III	$ 135
Geomatics Survey Tech IV	$ 145
Geomatics Sr. Technical Consultant	$ 245
Geomatics SUE Crew 1	$ 195
Geomatics SUE Crew 2	$ 285
Project Coordinators	
Project Coordinator I	$ 105
Project Coordinator II	$ 125
Project Coordinator III	$ 135
Senior Project Coordinator	$ 145
Lead Project Coordinator	$ 155

Description	Rate
Environmental	
Environmental Technician I	$ 95
Environmental Technician II	$ 110
Environmental Technician III	$ 115
Environmental Senior Technician	$ 130
Environmental Project Geologist I	$ 165
Environmental Project Geologist II	$ 180
Environmental Project Geologist III	$ 210
Environmental Senior Project Geologist	$ 230
Environmental Assistant Project Manager	$ 180
Environmental Project Manager	$ 210
Environmental Senior Project Manager	$ 230
Environmental Director	$ 260
Environmental Project Engineer I	$ 165
Environmental Project Engineer II	$ 180
Environmental Project Engineer III	$ 210
Environmental Senior Project Engineer	$ 230
Environmental Principal	$ 285
Environmental Project Scientist I	$ 165
Environmental Project Scientist II	$ 180
Environmental Project Scientist III	$ 210
Environmental Senior Project Scientist	$ 230
Environmental Scientist I	$ 120
Environmental Scientist II	$ 145
Environmental Scientist III	$ 155
Environmental Geologist I	$ 120
Environmental Geologist II	$ 145
Environmental Geologist III	$ 155
Environmental Professional I	$ 120
Environmental Professional II	$ 145
Environmental Professional III	$ 155
Environmental Senior Technical Consultant	$ 255
Client Experience	
Client Experience Manager	$ 250
Administrative	
Administrative Assistant	$ 75
Administrative Assistant I	$ 95
Administrative Assistant II	$ 105
Administrative Assistant III	$ 115
Marketing Administration I	$ 105
Marketing Administration II	$ 125
Marketing Administration III	$ 135
Marketing Administration IV	$ 145
Marketing Administration V	$ 155
Director of Marketing	$ 165
Office Administration	$ 80
Office Administrator I	$ 135
Office Administrator II	$ 140
Office Administrator III	$ 145
Expenses	
Bond Prints (Per Sheet)	$ 1.75
Mylar Prints (Per Sheet)	$ 11.00
Mileage	Per IRS
Delivery – Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: November 5, 2026

Subject: Johnson Family ETJ Removal Resolution

The Town of Erwin has received a request from the property owner of a vacant parcel located in our ETJ, seeking the relinquishment of the portion of the parcel currently located within the Town's extraterritorial jurisdiction (ETJ).

The subject property consists of approximately 8.863 acres, of which approximately 0.01 acres, or 0.11% of the total parcel, lies within the Town of Erwin's ETJ. The remaining portion of the property is under the zoning jurisdiction of Harnett County.

The property owners have requested that the portion of the parcel located within the Town of Erwin's ETJ be relinquished so that the entire property may fall under the zoning jurisdiction of Harnett County.

The stated purpose of the request is to establish a single zoning jurisdiction over the entirety of the property, thereby avoiding the division of zoning authority across a single parcel.

Attachments:

- Request letter from property owner (Johnson family)
- Harnett County parcel report
- Harnett County GIS image with zoning
- Resolution

October 28, 2026

To whom it my concern,

We are writing to formally request the transfer of a parcel of land (PIN 0598-94-3636) located on NC 55 E, Dunn, NC 28334 to be fully in the Harnett County's planning jurisdiction.

About .01 acre or .11% of the parcel is currently under Erwin jurisdiction, while the remaining acreage is under county jurisdiction. The primary reason for this request is to ensure consistency which may result in different zoning codes, building permits, and other regulations compared to neighboring properties under county jurisdiction. We believe that this transfer would be in the best interest to us, as property owners, and to the community.

Thank you in advance for your time and consideration. Please contact us if you need any additional information.

Sincerely,

Yvonne W. Johnson — 10-28-2026

Yvonne W. Johnson — Date

Joseph P. Johnson — 10-28-2026

Joseph P. Johnson — Date

Mailing address: 2044 Ashe Avenue, Dunn, NC 28334

Contact info: Yvonne W. Johnson, 910-263-0746, ywj629@gmail.com

Harnett COUNTY NORTH CAROLINA

Harnett County GIS

PID: 070690 0124 01

PIN: 0598-94-3636.000

Account Number: 1500004617

Owner: JOHNSON JOSEPH PAUL & JOHNSON YVONNE WILLIAMS

Mailing Address: 2044 ASHE AVENUE DUNN, NC 28334

Physical Address: NC 55 NC ac

Description: PAR#B RUSSELL & F MORGAN MAP#2000-420

Surveyed/Deeded Acreage: 8.63

Calculated Acreage: 8.64

Deed Date:

Deed Book/Page: 2972 - 0744

Plat(Survey) Book/Page: 2000 - 420

Last Sale: 2012 - 3

Sale Price: $50000

Qualified Code: Y

Vacant or Improved:

Transfer of Split: T

Actual Year Built:

Heated Area : SqFt

Building Count : 0

Building Value: $0

Parcel Outbuilding Value: $0

Parcel Land Value: 91860

Market Value: $91860

Deferred Value: $84360

Total Assessed Value: $7500

Zoning: RA-30 - 8.63 acres (99.89%), Rural District - 0.01 acres (0.11%)

Zoning Jurisdiction: Erwin, Harnett County

Wetlands: Yes

FEMA Flood: Minimal Flood Risk

Within 1mi of Agriculture District: Yes

Elementary School: Erwin Elementary

Middle School: Coats-Erwin Middle

High School: Triton High

Fire Department: Erwin

EMS Department: Medic 5, D5 EMS

Law Enforcement: Harnett County Sheriff

Voter Precinct: Coats/Grove

County Commissioner : W Brooks Matthews

School Board Member: Bradley Abate



Harnett County GIS

PID: 070690 0124 01

PIN: 0598-94-3636.000

Account Number: 1500004617

Owner: JOHNSON JOSEPH PAUL & JOHNSON YVONNE WILLIAMS

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Description: PAR#B RUSSELL & F MORGAN MAP#2000-420

Surveyed/Deeded Acreage: 8.63

Calculated Acreage: 8.64

Deed Date:

Deed Book/Page: 2972 - 0744

Plat(Survey) Book/Page: 2000 - 420

Last Sale: 2012 - 3

Sale Price: $50000

Qualified Code: Y

Vacant or Improved:

Transfer of Split: T

Actual Year Built:

Heated Area : SqFt

Building Count : 0

Building Value: $0

Parcel Outbuilding Value: $0

Parcel Land Value: 91860

Market Value: $91860

Deferred Value: $84360

Total Assessed Value: $7500

Zoning: RA-30 - 8.63 acres (99.89%), Rural District - 0.01 acres (0.11%)

Zoning Jurisdiction: Erwin, Harnett County

Wetlands: Yes

FEMA Flood: Minimal Flood Risk

Within 1mi of Agriculture District: Yes

Elementary School: Erwin Elementary

Middle School: Coats-Erwin Middle

High School: Triton High

Fire Department: Erwin

EMS Department: Medic 5, D5 EMS

Law Enforcement: Harnett County Sheriff

Voter Precinct: Coats/Grove

County Commissioner : W Brooks Matthews

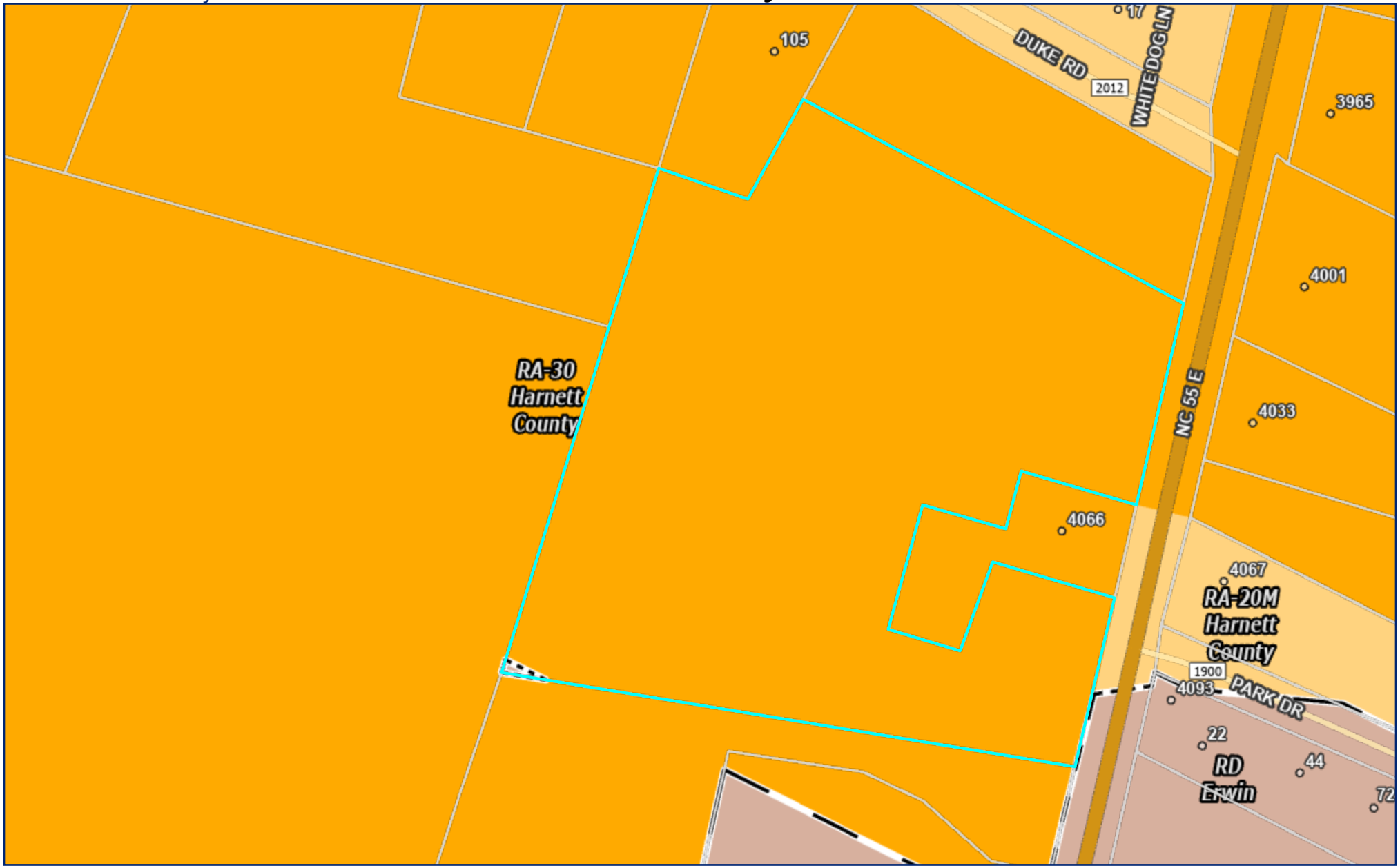
School Board Member: Bradley Abate



Harnett County GIS

Harnett County GIS

NOT FOR LEGAL USE



Harnett COUNTY NORTH CAROLINA

Harnett.org/GIS

October 29, 2026

- County Boundary
- Address Numbers
- Road Centerlines
- NC
- Parcels
- RA-20M
- RA-30
- RD
- ETJ

N
W E
S

100 Feet

0 160

TOWN OF ERWIN

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

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

RESOLUTION REQUESTING HARNETT COUNTY TO ADMINISTER PLANNING AND DEVELOPMENT REGULATIONS IN A CERTAIN PORTION OF THE TOWN OF ERWIN'S EXTRATERRITORIAL JURISDICTION

2026-2027---004

WHEREAS, the Town of Erwin administers a one-mile extraterritorial jurisdiction (ETJ) for planning and development purposes outside the town limits of the Town of Erwin, as allowed by NCGS 160D-202; and

WHEREAS, Joseph and Yvonne Johnson own Harnett County Tax PIN 0598-94-3636.000, which is located on the edge of the Town of Erwin's ETJ; and

WHEREAS, Harnett County Tax PIN 0598-94-3636.000 consists of approximately 8.863 acres, of which approximately 0.01 acres, or 0.11% of the total parcel, lies within the Town of Erwin's ETJ, where planning and development is under the jurisdiction of the Erwin Board of Commissioners, and partly outside the Town of Erwin's ETJ, where planning and development is under the jurisdiction of the Harnett County Board of Commissioners; and

WHEREAS, because Harnett County Tax PIN 0598-94-3636.000 is split between the planning and development jurisdiction of the Town of Erwin and Harnett County, planning, development approval, and inspections are different, presenting challenges to the property owner and Town and County planning staff; and

WHEREAS, NCGS 160D-202 allows for a municipal governing body to request that the county governing body administer planning and development related functions within a specified area of the exterritorial jurisdiction.

THEREFORE, the Town of Erwin Board of Commissioners respectfully requests that the Harnett County Board of Commissioners assume responsibility for all planning and development related functions within the aforementioned portion of the Town of Erwin's extraterritorial jurisdiction and the Town of Erwin forfeits its ability to administer planning and development regulations, and collect fees for such activities, until such time as requested by the Erwin Board of Commissioners.

ADOPTED, this the 5th day of November 2026.

ATTEST:

_____
Randy Baker
Mayor

_____
Lauren Evans NCCMC
Town Clerk