

**THE ERWIN BOARD OF COMMISSIONERS
JULY 2026 REGULAR MEETING
THURSDAY, JULY 2, 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. Special Called Budget Workshop Minutes on May 28, 2026 **(Page 2)**
- B. Regular Meeting Minutes on June 4, 2026 **(Page 9)**
- C. Harnett County Computer Support Agreement 2026-2027 **(Page 11)**
- D. Engineer on Call Service Agreement- WithersRavenel **(Page 17)**

4. PRESENTATION FROM ERWIN HISTORICAL SOCIETY

5. 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

6. MANAGER'S REPORT

7. ATTORNEY'S REPORT

8. 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 MINUTES****JULY 2, 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, July 2, 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, Charles Byrd, and Timothy Marbell.

Board Member absent was Commissioner Billy Turnage.

Town Manager Snow Bowden, Town Clerk Lauren Evans, Development Compliance Officer Chris Jones, and Police Chief Jonathan Johnson were present.

Mayor Pro Tem Blackmon called the meeting to order at 7:00 PM.

Commissioner McKoy gave the Invocation.

Town Manager Snow Bowden led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

Town Manager Snow Bowden requested to add a Presentation from the Erwin Historical Society after Consent.

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

CONSENT

Commissioner Blackmon made a motion to approve **(ITEM A)** Special Called Budget Workshop Minutes on May 28, 2026 **(ITEM B)** Regular Meeting Minutes on June 4, 2026 **(ITEM C)** Harnett County Computer Support Agreement 2026-2027 **(ITEM D)** Engineer on Call Service Agreement-WithersRavenel, which Commissioner Byrd seconded. **The Board voted unanimously.**

PRESENTATION FROM ERWIN HISTORICAL SOCIETY

In observance of Independence Day, Si Harrington of the Erwin Historical Society shared the history of the Declaration of Independence and shared an article titled "Suffering for their Revolution."

A copy of the article is attached to these minutes.

STATE OF NORTH CAROLINA

COMPUTER SUPPORT SERVICES AGREEMENT

COUNTY OF HARNETT

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

WITNESSETH:

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

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

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

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

1. **Purpose.** The purpose of this Contract is to set forth the understandings and agreements of the parties regarding the computer support services to be performed by County for Town.
2. **Services Provided by County.** The County shall provide to Town, including its various commissions, agencies, and programs the following computer support services:
 - A. Hosting, maintenance and support of Town staff 1-99 e-mail accounts @
 - a. Option 1 - \$15/mailbox/month basic email Microsoft 365. Includes:
 - i. Microsoft 365 Exchange Plan 1 and 2
 - ii. Email box storage space 100gb per user
 - iii. Daily backups of email data
 - iv. Barracuda SPAM filtering service
 - v. Barracuda Email archiving
 - vi. Security monitoring
 - b. Option 2 - \$22/mailbox/month E1 Microsoft 365. Includes:
 - i. All of basic email Microsoft 365 above

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN:

TOWN OF Erwin

By: Sheri Bowden

Printed Name: Sheri Bowden

Title: Town Manager

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

By: Linda P. Williams
Printed Name: Linda P. Williams
Title: Finance Director

COUNTY:

COUNTY OF HARNETT

By: _____

County Manager

AMENDMENT NO. 1 TO MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Amendment No. 1 ("Amendment") is made and entered into as of the date of the last signature below, by and between the Town of Erwin, North Carolina ("Town"), and WithersRavenel, Inc. ("Professional").

RECITALS

WHEREAS, the Town and the Professional entered into that certain Master Agreement for On-Call Professional Services dated July 10, 2025 (the "Agreement");

WHEREAS, Section 19 of the Agreement provides for an initial one-year term with the Town having the option to extend the Agreement for two (2) additional one-year periods;

WHEREAS, the Town desires to exercise its option and extend the Agreement accordingly.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Extension of Term. The Agreement is hereby amended to extend the term for one (1) additional one-year period beyond the original one-year term. Unless earlier terminated as provided in the Agreement, the Agreement shall now remain in full force and effect through July 9, 2027.

2. No Other Changes. Except as expressly amended herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the dates set forth below.

TOWN OF ERWIN

By: Snow Bowden

Name: Snow Bowden

Title: Town Manager

Date: 7/2/2026

WITHERSRAVENEL, INC.

DocuSigned by:
R. S. Lawter, Jr.

R. S. Lawter, Jr.

Senior Delivery Officer

6/26/2026

Attest:

By: Lauren Erans

Name: Lauren Erans
Town Clerk

DocuSigned by:
C. Chan Bryant

C. Chan Bryant, P.E.

Senior Vice President / Corporate Secretary

Suffering for their Revolution

BY JEFF JACOBY

BOSTON

On July 2, 1776, the Continental Congress voted 12-0 — New York abstained — in favor of Richard Henry Lee's resolution "that these United Colonies are, and of right ought to be, free and independent States." On July 4, the Declaration of Independence drafted by Thomas Jefferson — heavily edited by Congress — was adopted without dissent. On July 8, the Declaration was publicly proclaimed in Philadelphia. On July 15, Congress learned that the New York Legislature had decided to endorse the Declaration. On Aug. 2, a parchment copy was presented to the Congress for signature. Most of the 56 men who put their name to the document did so that day.

And then? We tend to forget that to sign the Declaration of Independence was to commit an act of treason — and the punishment for treason was death. To publicly accuse George III of "repeated injuries and usurpations," to announce that Americans were therefore "Absolved from all Allegiance to the British Crown," was a move fraught with danger — so much so that the names of the signers were kept secret for six months.

They were risking everything, and they knew it. That is the meaning of the Declaration's soaring last sentence:

"And for the support of this Declaration, with a firm Reliance on the Protection of divine Providence, we mutually pledge to each other our Lives, our Fortunes, and our sacred Honor."

Most of the signers survived the war; several went on to illustrious careers. Two of them became presidents of the United States, and among the others were future vice presidents, senators, and governors. But not all were so fortunate.

Nine of the 56 died during the Revolution, and never tasted American

independence.

Five were captured by the British. Eighteen had their homes — great estates, some of them — looted or burned by the enemy. Some lost everything they owned. Two were wounded in battle. Two others were the fathers of sons killed or captured during the war.

"Our Lives, our Fortunes, and our sacred Honor." It was not just a rhetorical flourish.

We all recognize John Hancock's signature, but who ever notices the names beneath his? William Ellery, Thomas Nelson, Richard Stockton, Button Gwinnett, Francis Lewis — to most of us, these are names without meaning. But each represents a real human being,

Rutledge, and Arthur Middleton, three members of the South Carolina delegation, all suffered the destruction or vandalizing of their homes at the hands of enemy troops. All three were captured when Charleston fell in 1780, and spent a year in a British prison.

"Our Lives, our Fortunes, and our sacred Honor."

Thomas Nelson Jr. of Virginia raised \$2 million for the patriots' cause on his own personal credit. The government never reimbursed him, and repaying the loans wiped out his entire estate. During the battle of Yorktown, his house, which had been seized by the British, was occupied by General Cornwallis. Nelson quietly urged the gunners to fire on his own home. They

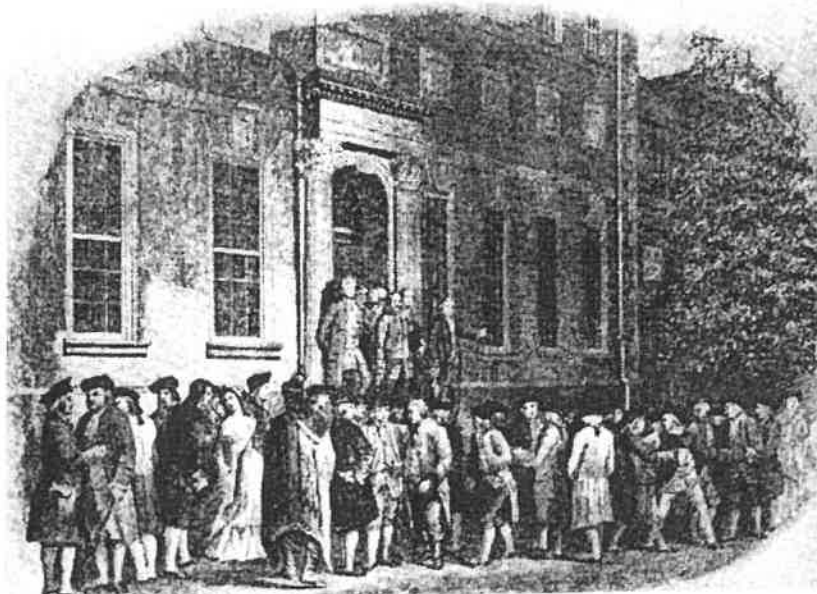
did so, destroying it. He was never again a man of wealth. He died bankrupt and was buried in an unmarked grave.

Richard Stockton, a judge on New Jersey's supreme court, was betrayed by loyalist neighbors. He was dragged from his bed and thrown in prison, where he was brutally beaten and starved. His lands were devastated, his horses stolen, his library burned. He was freed in 1777, but his health had so deteriorated that he died within five years. His family lived on charity for the rest of their lives.

In the British assault on New York, Francis Lewis's home and property were pillaged. His wife was captured and imprisoned; so harshly was she treated that she died soon after her release.

And then there was John Hart. The speaker of the New Jersey Assembly, he was forced to flee in the winter of 1776, at the age of 65, from his dying wife's bedside. While he hid in forests and caves, his home was demolished, his fields and mill laid waste, and his 13 children put to flight. When it was finally safe for him to return, he found his wife dead, his children missing, and his property decimated. He never saw any of his family again and died, a shattered man, in 1779.

The men who signed that piece of parchment in 1776 were the elite of their colonies. They were men of means and social standing, but for the sake of liberty, they pledged it all — their lives, their fortunes, and their sacred honor. We are in their debt to this day.



First public reading of the Declaration, Philadelphia, July 8, 1776.

some of whom paid dearly "for the support of this Declaration" and American independence.

Lewis Morris of New York, for example, must have known when he signed the Declaration that he was signing away his fortune. Within weeks, the British ravaged his estate, destroyed his vast woodlands, butchered his cattle, and sent his family fleeing for their lives.

Carter Braxton of Virginia, an aristocratic planter who had invested heavily in shipping, saw most of his vessels captured by the British navy. His estates were largely ruined, and by the end of his life he was a pauper.

The home of William Ellery, a Rhode Island delegate, was burned to the ground during the occupation of Newport. Thomas Heyward Jr., Edward

Jeff Jacoby is a columnist for the Boston Globe.

MINUTES CONTINUED FROM JULY 2, 2026**PUBLIC COMMENT**

Emily Tew of 600 Old Farm Road came forward and stated she met a little boy that she hoped would be sitting on the Town Board one day. She also wanted to inform the Board that she confronted her neighbor the other day regarding her neighbor bringing tree trimmings from his business and placing them on the side of the road to have the Town pick up. She encouraged the Board to watch the video on YouTube made by residents in Riverside regarding the flood problems in Erwin. She lastly commended the Erwin Police Department on a job well done.

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.

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

ATTORNEY'S REPORT

Town Attorney Tim Morris was not present.

ADJOURNMENT

Commissioner Byrd made a motion to adjourn at 7:27 P.M. and was seconded by Commissioner McKoy. **The Board voted unanimously.**

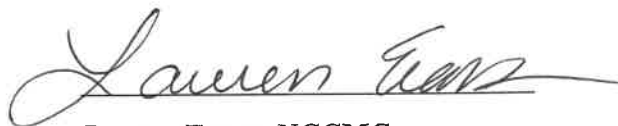
**MINUTES RECORDED AND TYPED BY
LAUREN EVANS TOWN CLERK**

ATTEST:



Randy Baker

Mayor



Lauren Evans, NCCMC

Town Clerk