

**THE ERWIN BOARD OF COMMISSIONERS  
MARCH 2026 REGULAR MEETING  
THURSDAY, MARCH 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 Meeting Minutes on February 5, 2026 (Page 2)
- B. BOA 2026-04 (Page 10)
- C. BOA 2026-05 (Page 11)
- D. Marsha Woodard Planning Board Resignation (Page 12)
- E. Alternate Planning Board Member Grace Ambelas Application (Page 13)
- F. Proposed Contract with Pyro Shows East Coast INC. (Page 14)
- G. Proposed Contract with McLamb's Lawn Services (Page 17)
- H. Withers Ravenel Task Order- Mason Drive (Page 19)
- I. Matthews Property Preliminary Major Subdivision (Page 29)
- J. SU-2025-004 Approval Letter (Page 32)

**4. 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*

**5. NEW BUSINESS**

- A. 100 Years of Erwin Event

**6. CLOSED SESSION**

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

**7. MANAGER'S REPORT**

**8. ATTORNEY'S REPORT**

**9. 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****MARCH 5, 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, March 5, 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, Charles Byrd, Alvester McKoy, Billy Turnage, and Timothy Marbell.

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

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

Commissioner McKoy gave the Invocation.

Commissioner Blackmon led the Pledge of Allegiance.

*Town Attorney Tim Morris arrived at 7:02 PM.*

**AGENDA ADJUSTMENT/APPROVAL OF AGENDA**

Town Manager Snow Bowden requested to add New Business after Public Comment as Item A to discuss 100 Years of Erwin Event.

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

**CONSENT**

Commissioner Blackmon made a motion to approve **(ITEM A)** Minutes of Regular Meeting on February 5, 2026 **(ITEM B)** BOA 2026-04 **(ITEM C)** BOA 2026-05 **(ITEM D)** Marsha Woodard Planning Board Resignation **(ITEM E)** Alternate Planning Board Member Grace Ambelas Application **(ITEM F)** Proposed Contract with Pyro Shows East Coast INC. **(ITEM G)** Proposed Contract with McLamb's Lawn Services **(ITEM H)** Withers Ravenel Task Order-Mason Drive **(ITEM I)** Matthews Property Preliminary Major Subdivision **(ITEM J)** SU-2025-004 Approval Letter which Commissioner Nelson seconded. **The Board voted unanimously.**

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

BE IT ORDAINED by the Governing Board of the Town of Erwin, North Carolina that the following amendments are made to the annual budget ordinance for the fiscal year ending June 30, 2026.

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

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


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

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

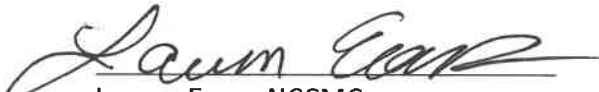
Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-4100-130	Municipal Election	\$9,500	(+) \$13,841	\$23,341

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

Adopted this 5th day of March 2026.

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

ATTEST:

  
 \_\_\_\_\_  
 Lauren Evans NCCMC  
 Town Clerk

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

BE IT ORDAINED by the Governing Board of the Town of Erwin, North Carolina, that the following amendments are made to the annual budget ordinance for the fiscal year ending June 30, 2026.

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

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

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

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

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

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

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

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

ATTEST:

  
\_\_\_\_\_  
Lauren Evans NCCMC  
Town Clerk

**Planning Board**

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

Good Morning Snow and Kate,

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

Warmest Regards,  
Marsha Woodard



**APPLICATION FOR APPOINTMENT  
TO A BOARD FOR THE  
TOWN OF ERWIN, NORTH CAROLINA**



The Town of Erwin appreciates your interest in serving on a Board and requests that you complete the following application. This application requests general information based on your interest in applying for a Board for the Town of Erwin.

Applicant Name: Grace P. Ambelas Date of Application: 8/19/2025  
 Home Address: 409 S. 16<sup>th</sup> St Erwin 28339  
Street Address Town Zip Code  
 Home Phone: Business/Other Phone: \_\_\_\_\_ FAX Number \_\_\_\_\_  
gpa714@yahoo Email Address: 908 489 7153

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

Date of Birth 07/14 1945 Do you reside within the Town Limits of Erwin: Yes  No:   
 Occupation: Registered NURSE Length of residence in Erwin: 3 years 0 Months

Have you ever pled guilty to or been found guilty of any criminal offense or been convicted of any offense other than a minor traffic violation? Yes  No

If yes, please explain \_\_\_\_\_

Any evidence found to be incorrect on the application may result in disqualification.

Please write a brief statement as to why you are interested in serving on one of these Boards.  
I care about Erwin. I'm concerned about what happens here.

**Please indicate your preference by the number (first choice being "1")**

Planning Board 1  
 Recreation \_\_\_\_\_

**Please note: If you are applying for the Planning Board you will not be able to serve on another Board.**



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

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

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

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



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

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



PYRO SHOWS EAST COAST, INC.  
Contract Agreement

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

Linda P. Williams  
TOWN OF ERWIN FINANCE

PAYMENT TERMS: Town of Erwin shall pay PYRO SHOWS:

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

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

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

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

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

**PYRO SHOWS EAST COAST, INC.**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jesse D. Salvesson, President

**CUSTOMER**

BY: Shou Bowler Shou Bowler Tom Manay DATE: 3/5/2026  
Signature Printed Name Title

**WARRANTY EXCLUSIONS**

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

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

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

## Turf Maintenance Contract Town of Erwin

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

1. Purpose. The Client hires the Contractor to provide the following turf-related services: **Annual Maintenance on Athletic Fields to include Pre-emergence, Post-emergence, Fire ant application, and Fertilization. See attached breakdown of treatments and price.**
2. Term. This Contract shall commence upon **March 5, 2026**, as stated above, and will continue until **March 5, 2027**.
3. Location. The Contractor will conduct all turf-related activities at the following address: **810 South 16th St., Erwin, NC 28339**
5. Client's Responsibilities. The Client must provide full access to the property within a specified time and inform the Contractor of all subsurface service and utility lines.
6. Materials. The Contractor will provide any needed materials to regularly maintain the Client's landscape.
7. Terms of Agreement. This Contract is in full force and effect from the date of this Contract until this event has finished.
8. Compensation. The Contractor will bill the Client twice annually. Any additional turf-related services must be negotiated between the Contractor and the Client on a case by case basis, with written records documenting each case.
9. Modifications. Any changes and/or modifications to this Contract must be made in writing to be signed by both Parties.
10. Termination. Either party may terminate this Contract at any time by supplying a written notice of termination on a specified date to the other party, with at least two weeks' notice prior to the stated date of termination.

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

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

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

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

CLIENT Town of Erwin, TN  
Name: Shon Boule  
Signed: Shon Boule  
Date: 3/5/2026

CONTRACTOR  
Name: Jonathan Melamb  
Signed: Jonathan Melamb  
Date: 3-9-2026

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

Sinda P. Williams  
TOWN OF ERWIN FINANCE

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

## **A. Preliminary Matters**

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

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

## **B. Project Description**

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

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

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

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

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

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

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

Subconsultant, Benesch, will provide roadway design services.

## C. Scope of Services

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

### Task 1 - Project Management and Administration

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

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

### Task 2 - Survey Services -Topographic Survey

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



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

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

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





## Task 4 - 50% Design Plans

### A. Site Inventory and Analysis

1. Prior to receiving field verified survey information, field observations and available GIS data will be used to begin preliminary property data collection and to identify environmentally sensitive areas within the design corridor. A basic understanding of property ownership, topography, easements, wetland areas, soils, site hydrology, buffers, and adjacent streams will be obtained to begin developing the base mapping. These files will be supplemented by on-site observation and data collection with handheld GPS units. When the data assembly is completed, the site analysis will be performed to identify potential impacts and constraints.

### B. 50% Design Plans

1. Based on the information obtained during the site investigation and analysis, the preliminary roadway alignment will be determined. The information supporting the location will be presented to Client for review and comment. A preliminary opinion of probable cost will be developed.
  - a. 50% Roadway Design Plans will be prepared in MicroStation in accordance with NCDOT standards. This includes one (1) revision to the plans based on comments received from review and regulatory agencies.
  - b. Plans will be 24" x 36" and include the following:
    - i. Cover sheet;
    - ii. Typical sections;
    - iii. Plan/Profile sheets including preliminary horizontal and vertical alignment;
    - iv. Cross sections at 50' interval;
    - v. Standard details.
2. Utility Coordination:
  - a. Identify utilities located within the project area;
  - b. Coordinate, through the Client, with utility owners to advise them of the project;
  - c. Coordinate, through the Client, with utility owners regarding existing utility infrastructure conflicts with the roadway alignment. If relocations of existing utilities or infrastructure are required, this will be an additional service;
  - d. Distribute 50% Plans to utility owners for review and comment.
3. Deliverables/Submittals:
  - a. Client:
    - i. One (1) electronic copy (PDF format) for initial and one (1) revised submittal
    - ii. One (1) electronic copy (PDF format) of opinion of probable cost
  - b. Utility Owners:
    - i. One (1) electronic copy (PDF format) to each utility owner
4. Stormwater Design
  - a. Drainage Improvements: analyses of drainage improvements and potential structures required for grading purposes before final plans are initiated. No design calculations will be provided at this stage.

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

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

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



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

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

### **Task 7 - Final Construction Bid Documents**

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

Deliverables:

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

### **Task 8 - Bidding Services**

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

## **D. Timeline for Services**

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

## **E. Exclusions/Additional Services**

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

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



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

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

## F. Client Responsibilities

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

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

## G. Compensation for Services

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

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

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

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

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

### **Payment**

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

## H. Acceptance

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

OFFERED BY:

WITHERSRAVENEL

Brandon Inscore Digitally signed by  
Brandon Inscore  
Date: 2026.02.18  
16:22:34 -05'00'

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

Brandon Inscore  
Name

Practice Area Lead,  
Funding and Asset Management  
Title

Ted Kallam Digitally signed by Ted  
Kallam  
Date: 2026.02.18  
16:22:05 -05'00'

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

Ted Kallam, P.E.  
Name

Senior Project Manager,  
Funding and Asset Management  
Title

ACCEPTED BY:

TOWN OF ERWIN

Snow Bowden 3/5/2026

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

Snow Bowden  
Name

Town manager  
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:

Linda P. Williams  
Linda P. Williams  
3-5-26

Attachment:

Exhibit I: Fee & Expense Schedule



## EXHIBIT I

### 2026 Fee & Expense Schedule

Description	Rate
<b>Engineering, Landscape Architecture &amp; Planning</b>	
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 Technician	\$ 130
Planner I	\$ 140
Planner II	\$ 160
Planner III	\$ 185
Senior Planner	\$ 195
Senior Technical Planner	\$ 205
Principal Planner	\$ 220
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
<b>Construction Administration</b>	
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
<b>Other</b>	
Implementation Consultant	\$ 165
Senior Implementation Consultant	\$ 175
Expert Witness	\$ 400

Description	Rate
<b>Funding &amp; Asset Management</b>	
GIS Senior Specialist	\$ 185
GIS Specialist	\$ 165
GIS Technician	\$ 110
GIS Analyst I	\$ 135
GIS Analyst II	\$ 150
GIS Project Manager	\$ 185
F&AM Assistant Project Manager	\$ 180
F&AM Project Consultant I	\$ 135
F&AM Project Consultant II	\$ 145
F&AM Project Consultant III	\$ 150
F&AM Project Consultant IV	\$ 155
F&AM Senior Project Consultant I	\$ 165
F&AM Senior Project Consultant II	\$ 170
F&AM Project Manager	\$ 185
F&AM Principal	\$ 290
F&AM Director	\$ 260
F&AM Staff Professional I	\$ 80
F&AM Staff Professional II	\$ 130
F&AM Staff Professional III	\$ 170
F&AM Staff Professional IV	\$ 215
F&AM Senior Project Manager	\$ 240
F&AM Senior Technical Consultant	\$ 275
<b>Geomatics</b>	
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
<b>Project Coordinators</b>	
Project Coordinator I	\$ 105
Project Coordinator II	\$ 125
Project Coordinator III	\$ 135
Senior Project Coordinator	\$ 145
Lead Project Coordinator	\$ 155

Description	Rate
<b>Environmental</b>	
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
<b>Client Experience</b>	
Client Experience Manager	\$ 350
Client Experience Director	\$ 395
Client Experience Principal	\$ 420
<b>Administrative</b>	
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
<b>Expenses</b>	
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









# TOWN OF ERWIN

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

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

To: Alan Stewart

From: Erwin Board of Commissioners

Subject: SU-2025-004 Approval

Date: 3/05/2026

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

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

If there is any further questions please contact Erwin's Town Planner, Dylan Eure at 910-591-4201 or by email at [deure@erwin-nc.org](mailto:deure@erwin-nc.org).

Regards.

**ATTEST:**

Randy Baker  
Mayor

Lauren Evans, NCCMC  
Town Clerk

## MINUTES CONTINUED FROM MARCH 5, 2026

### PUBLIC COMMENT

Dennis Schuh of 102 Masonic Road came forward. He expressed his concern for the supposed gas leak from the company on Red Hill Church Road. He stated he had worked for that company for three years, and for those three years, the items causing the smell were taken to Goldstein to a compost site. He wanted to know why these items are being stored on site. A neighbor was taken to the Fire Department because she could not breathe. He understood that the smell was not hazardous, but it was ground-up chickens/chicken bones, and it stunk. He also wanted to know where the stand-up tanks on the property were permitted.

Commissioner Blackmon informed Mr. Schuh that the Fire Marshall permits those tanks, which had nothing to do with the Town.

Jimmy Lee of 207 Masonic Road came forward. He also expressed his concern about the odor coming from this business. He stated he looked up their website, and it said hazardous and non-hazardous material. He wanted to know how hazardous the materials were that they were handling and what they did with it when they cleaned them up. It could be detrimental for people with breathing issues. Chicken bones are one thing, but what if they bring in something more hazardous?

Dwight Sheppard of 606 McKay Street came forward and stated that at the last Board Meeting, we heard a gentleman stand up and praise the Police Department, but he never heard anyone praising our Fire Department. He stated that over the last couple of weeks, he had the opportunity to see the Fire Department in action four different times. He wanted to praise the Erwin Fire Department for all they do and commend the leadership. The Town of Erwin should be extremely proud.

### NEW BUSINESS

#### **100 Years of Erwin Event**

Mayor Baker stated there were a few topics that we needed to discuss about the 100 Years of Erwin Event. One discussion was the possible addition of music, so he wanted to open it up for discussion. He thanked Town Clerk Lauren Evans for the wonderful job of planning and organizing the event.

Town Manager Snow Bowden informed the Board that we have a lot planned for the 100 Years of Erwin Event on April 18th. We will have demonstrations from our Police and Fire Department, a touch a truck event, a kids' zone with a train and inflatables, food trucks, vendors, the Erwin Lions Club will have their vision van, Goodfellas will be in the gym, and the Erwin Historical Society will have a presentation.

Mayor Baker stated he and other commissioners had mentioned adding music to the event.

Commissioner Nelson stated he contacted the Chairmen of the Board and received a quote to play for 3 hours for \$4,200. He asked if there was enough time to book the band and rent the stage.



**TOWN OF ERWIN  
BOARD OF COMMISSIONERS  
REGULAR MEETING  
THURSDAY, MARCH 5, 2026, AT 7 PM**

**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 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*

Name	Address	Subject
1. DENNIS SCHULT	102 Masonic Rd	GAS LEAK
2. Jimmy Lee	207 Masonic Rd	Same as
3. Dwight Shepard	606 McKay St	FD
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

### MINUTES CONTINUED FROM MARCH 5, 2026

Commissioner Byrd asked if we could advertise the event in every resident's mailbox.

Town Manager Snow Bowden stated we could ask Harnett Regional Water to put something on the water bill.

Commissioner Nelson asked about purchasing a stage,

Town Manager Snow Bowden recommended renting a stage and seeing what we like before purchasing a stage.

Discussion continued among the Board.

**The consensus of the Board was to move forward with booking the Chairmen of the Board for the 100 Years of Erwin Event and renting three stages for the three upcoming events.**

### CLOSED SESSION

Commissioner Byrd made a motion to go into Closed Session Pursuant to General Statute 143-318.11(a) (6) for the Purpose of Discussing Personnel at 7:47 PM and was seconded by Commissioner Nelson. **The Board voted unanimously.**

### RECONVENED

Commissioner Nelson made a motion to go back to regular session at 8:37 PM and was seconded by Commissioner Blackmon. **The Board voted unanimously.**

### 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 asked everyone to support the Town Event and Rockism for Autism on April 18<sup>th</sup>. He thanked the Board for allowing him to be the Town Attorney.

Town Clerk Lauren Evans asked the Board to let her know if they planned to attend the Mid-Carolina Annual Banquet and Dinner on March 24<sup>th</sup> and/or the Town and State Dinner on April 15<sup>th</sup>.

Commissioner Nelson asked to revisit the discussion from the Workshop: who will volunteer to serve on the Fayetteville Metropolitan Planning Organization Technical Advisory Committee for 2026? He and Commissioner Byrd have already served their term.



# TOWN OF ERWIN

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

Memo to: Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

RE: March Managers Report

Date: 3/5/2026

- We are planning to have our first budget retreat on Thursday, March 26<sup>th</sup>. The meeting will start at 9AM at the Erwin Town Hall. We will have a lot to discuss. We have a lot of on-going projects at the moment plus a lot of requests for the upcoming Fiscal Year. We have a lot of needs to discuss as well. There is also some unknown factors that might impact the economy over the next few months that we will have to consider in the budget planning process.
- We will be discussing proposed roads to resurface at our workshop in March. The proposed roads will be based off of the results in the Pavement Condition Study and a visual inspection.
- I am very excited to announce that the Town of Erwin is now the owner of 916/918 South 13<sup>th</sup> Street. This is 2.3-acre parcel of land that is adjacent to Al Woodall Park. There are several structures on the property that will need to be removed including a old single-wide trailer, single-family dwelling, storage barn, and various smaller structures. The electricity was turned off at the house already. I have Duke Energy scheduled to remove the service line and meter from home in the next 1-3 business days. We have had samples removed from the single-family dwelling and bar to test for asbestos. The single-wide is in such bad shape we are going to have to figure out how to get it cleaned-up before we can pull samples to test for asbestos or we can just assume that it is full of asbestos. There is asbestos in the siding on the barn and most likely the house. There might also be asbestos in other parts of the home. Once we get the results from the test, we will know better. We will have to remove any of the materials that contain asbestos before we can demolish the home and other structures on the site. There are two abandoned vehicles that we are going to have removed. I have already spoken with Mrs. Mason, and she told me that they were not interested in those vehicles. We will follow the proper process to dispose of them. The only value in them is for parts or scrap metal. We will be working on this site for a while. Our first goal is to get the site cleaned up as much as possible.

- I had a good conversation with Mrs. Mason on Monday. I told her how excited I was that the Town was able to get this property so we can make some improvements at Al Woodall Park. I told her that it will take some time to start making improvements, but I will keep her in the loop as needed.
- We are getting some other quotes from some other projects that can be completed at W.N. Porter Park to discuss at our March workshop meeting as well that can be included in this grant project.
- We obtained approval from the State of NC to use the grant funds for the economic development grant to change out the lights on Field #1 and #3 at Al Woodall Park. I told them that we host tournaments which brings people to town and they spend money at our restaurants and other businesses. For longer tournaments they might also stay in local hotels. The lights should be installed in May to June. The project should be completed well before the June 30<sup>th</sup> deadline. The lights and installation were purchased through Sourcewell. Sourcewell meets all the procurement thresholds for this grant.
- We are making positive progress with the Erwin Storm Water Management Plan with TRC. The Team with TRC showed us some of the updated information a few weeks ago and once everything is completed, I think we are going to have a great resource to help the Town better evaluate our existing storm water system. The plan will help guide us in decisions to make improvements to our existing system. Once completed we will have a Capital Improvement Plan to discuss improvements to our existing system. I have reminded TRC that we are expecting some answers for Butler Drive and North 9<sup>th</sup> Street. Both of those projects will be large undertakings most likely.
- Once NCDOT approves our proposed Bike/Pedestrian Plan we will be ready to share it with you.
- We are still waiting for a few more updates to our ADA Transition Plan. Once it is completed, we will have to present it at a regular Town Board meeting and then send it off to the Department of Justice for their approval.
- We are expecting to receive a voluntary annexation request soon from the developers planning the subdivision The Villages at Old Stage Road. As a reminder this is a 101-lot subdivision located at the corner of Old Stage and Avery Road. The town has already annexed four parcels of land into our Town Limits. The remaining parcels are already located in our ETJ.
  - KCI (one of our engineer on call firm) is currently reviewing the plans for the subdivision.
- Town Staff has been hard at work planning for our upcoming events such as the 100 Years of Erwin and July 4<sup>th</sup> Festival. We are looking forward to putting these events on for our residents and everyone else.
- We are still working on the transition plan to Liberty Waste Solutions for our residential trash collection.
- We have a few busy months coming up so just a heads up our workshop agendas might be pretty full.

**MINUTES CONTINUED FROM MARCH 5, 2026**

Commissioner Blackmon volunteered to serve.

**ADJOURNMENT**

Commissioner Byrd made a motion to adjourn at 8:45 P.M. and was seconded by Commissioner Nelson. **The Board voted unanimously.**

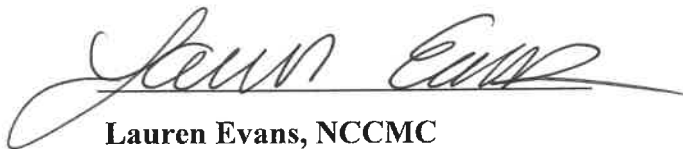
**MINUTES RECORDED AND TYPED BY  
LAUREN EVANS TOWN CLERK**

**ATTEST:**



**Randy Baker**

**Mayor**



**Lauren Evans, NCCMC**

**Town Clerk**