THE ERWIN BOARD OF COMMISSIONERS
SEPTEMBER 2026 REGULAR WORKSHOP
MONDAY, SEPTEMBER 28, 2026 @ 6:00 P.M.
ERWIN MUNICIPAL BUILDING BOARDROOM

AGENDA

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

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

3. **NEW BUSINESS**
   A. KCI- Engineer on Call Extension **(Page 2)**
   B. FY 2025-2026 Audit **(Page 32)**
   C. Appointing New Members to Recreation Advisory Board **(Page 34)**
   D. 2026 North Carolina State Grants **(Page 38)**
   E. Federal Forteiture Funds **(Page 39)**
   F. Erwin Lion's Club Vision Ball **(Page 42)**
   G. Changing Election Method **(Page 43)**
   H. Consider Suspending Workshops for the Rest of the Year

4. **GOVERNING COMMENTS**

5. **ADJOURNMENT**

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.

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.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 28, 2026

Subject: KCI- Engineer on Call Extension

Town Staff wishes to extend our engineer-on-call contract with the firm KCI for another year. We currently have one other firm WithersRavenel under contract to provide engineer-on-call services. It is important to have more than one firm we can reach out to when needed in case there might be a conflict of interest for one firm and/or a firm cannot provide the services needed within a reasonable time frame.

Attachments:

- Original approved KCI contract
- Proposed one-year extension amendment

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MASTER SERVICES AGREEMENT
for
PROFESSIONAL SERVICES

KCI Project No. 00049471

THIS MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into as of the date of the last signature ("**Effective Date**"), by and between Town of Erwin ("**Client**"), and KCI Associates of North Carolina, P.A. ("**KCI**"), hereinafter referred to jointly as the "**Parties**" or singularly as the "**Party**."

WHEREAS, Client wishes to obtain professional engineering and related services on a continuing basis and has solicited requests for information and qualifications pursuant to Request for Qualification for Professional Engineering and Related Services issued on April 3, 2025 ("RFQ"), and said RFQ is incorporated herein by reference; and

WHEREAS, KCI has submitted a proposal to Client in accordance with the RFQ and is qualified and willing to provide such Professional Engineering and Related Services through individual Statements of Work (as hereinafter defined) to perform such services for certain projects (each, "**Project**"); and

WHEREAS, the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the Parties as follows:

1. **Recitals**. The recitals set forth above are hereby incorporated into the body of this Agreement.

2. **Purpose**. This Agreement provides the terms and conditions upon which Client and its Affiliates shall procure, and KCI and its Affiliates shall provide, Services (as hereinafter defined) in accordance with each Statement of Work negotiated by the Parties. "**Affiliate(s)**" of a Party shall mean any person or entity that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with, a Party. Any reference herein to "**Client**" shall mean Client or its relevant Affiliates, and any reference herein to "**KCI**" shall mean KCI or its relevant Affiliates.

3. **Term**. The term of this Agreement shall initially be one (1) year from the Effective Date ("Initial Term"). The Agreement may be extended for up to two (2) additional one (1) year periods (each, a "Renewal Term") upon mutual written agreement of the Parties. Either Party may elect not to renew by providing written notice at least thirty (30) days prior to

the expiration of the then-current term. Any extension shall be subject to the termination rights set forth in this Agreement.

4. **General Responsibilities of KCI**.

a. KCI shall be solely responsible for performing the services described in a Statement of Work ("**Services**") in accordance with the Standard of Care (as hereinafter defined) and subject to the Contract Documents (as hereinafter defined).

b. KCI will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale ("**Standard of Care**"). KCI makes no warranty, express or implied, of the Services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either Party to the other.

5. **Statement of Work**.

a. With respect to each Project hereunder, Client shall issue a Statement of Work (each, "**Statement of Work**") in a form substantially similar to **Exhibit A** setting forth a description of the Project, including the location(s) and nature of the Project; the names and contact information for Client's and KCI's representatives; the Services; whether the Services involve drilling or ground penetration; the schedule for completion; the necessary permits and/or inspections; the Contract Sum (as hereinafter defined) and payment procedure; any terms and conditions varying from those stated herein; and, a listing of the all relevant documents, attachments and exhibits ("**Contract Documents**").

b. No Statement of Work shall be considered accepted by or binding upon the Parties until execution by both Parties.

c. Client may withdraw the Statement of Work in the event it is not executed by KCI within ten (10) business days of KCI's receipt.

d. Any pre-printed terms and conditions on the front, back or attached to a request for proposal, bid, quotation, purchase order, acknowledgement, bill of lading or any other accounting, shipping or confirmation document issued by either Party shall be null and void, unless expressly agreed in writing by both Parties. Such forms may be issued by the Parties as a matter of convenience without altering any of the terms or provisions hereof.

e. Depending upon the Services in any given Statement of Work, certain additional services ("**Additional Services**") may be required or necessary that KCI cannot determine or estimate at the time the Statement of Work is executed. For this reason, the fee for Additional Services is not included in Section 8 (Fee and Payment) of the Statement of Work. Further, the performance of these Additional Services is not included in the Services and must be described in an amendment to the Statement of Work executed by both Parties.

6. **Services Involving Drilling or Ground Penetration**. To the extent the Services on a Project involves drilling or ground penetration as identified in the applicable Statement of Work, the additional terms and conditions included in **Exhibit B**, attached hereto and made a part hereof, shall apply.

7. **Conflicts**. In the event of a conflict between the terms of this Agreement and the Statement of Work, the Statement of Work shall govern with regard to the scope of the Services, the Project schedule, the Contract Sum, and any terms specifically designated in the Statement of Work as controlling.

8. **Fee and Payment**.

   a. The sum to be paid by Client to KCI for a Project (**"Contract Sum"**) and the details of the payment schedule shall be stated in the relevant Statement of Work. The Contract Sum shall be paid in accordance with the payment schedule detailed in the relevant Statement of Work, this Agreement, or attachments hereto.

   b. In the absence of a payment schedule in a Statement of Work, invoices submitted by KCI to Client are due and payable in full for undisputed amounts no later than thirty (30) days after receipt. If Client has a specific format or required information to be included in the invoice, Client will provide those details to KCI at the time of executing each Statement of Work. KCI does not agree to any retainage or withholding unless specifically agreed to in writing.

   c. Records of KCI's costs and expenses pertinent to a Statement of Work under this Agreement will be kept in accordance with generally accepted accounting principles. All financial records related this Agreement will be made available to Client for audit at any time reasonably requested for a period of three (3) years after submission of KCI's final invoice under the applicable Statement of Work.

   d. Notwithstanding any dispute between Client and KCI including any withholding made in good faith by Client, KCI shall carry on with performance of the Statement of Work and maintain its progress notwithstanding such withholding or dispute, so long as Client continues to make payments to KCI of all undisputed items and undisputed amounts in accordance with the terms of this Agreement.

   e. Fees and payments for Additional Services shall be in addition to the Contract Sum set forth in the Statement of Work and shall be billed and paid on the same fee and payment terms applicable to the Statement of Work unless otherwise agreed to in writing by the Parties.

   f. In addition to the Contract Sum, KCI shall be entitled to reimbursement for expenses and charges incurred in the performance of the Services. Such charges include fees for applications and permits, reproductions and prints, special mailings and courier fees, equipment rental, laboratory fees as may be applicable, and automobile milage associated with the Services. Client shall be provided with documentation for all expenses.

9. Right of Entry; Permits; Safety.

a. Client will provide rights of entry and all permits necessary for the completion of the Services under each Statement of Work at no cost to KCI unless otherwise defined in the Statement of Work.

b. If the Services require KCI personnel or its subconsultants to be at a Project site, KCI will be responsible for the health and safety of its employees and anyone for whom it is legally liable and will comply with Client's or any of Client's contractor's or representative's reasonable health and safety requirements while at a Project site, which requirements will be provided to KCI at least ten (10) business days prior to arrival on the Project site. KCI shall not be responsible for any health and safety precautions or programs of Client or Client's contractors or representatives.

c. Neither the professional activities of KCI, nor the presence of KCI or its employees or subconsultants at the Project site, shall relieve the Client, or the Client's general contractor or, as applicable, any other third party engaged by the Client, of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Services in accordance with the Project documents and any health or safety precautions required by any regulatory agencies. KCI and its personnel have no authority to exercise any control over any other third parties, including a construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client, its general contractor or any other third party engaged by the Client shall be solely responsible for jobsite health and safety.

10. Change Orders.

a. A Statement of Work may be amended from time to time upon written agreement of the Parties and execution of an amendment to the Statement of Work ("**Change Order**"). All Change Orders must be in writing. If Client rejects a request from KCI for a Change Order, KCI shall proceed to fulfill its obligations under this Agreement and the last version of the applicable Statement of Work.

b. Should conditions be encountered in the performance of the Services that KCI has reason to believe are in variance with the conditions initially indicated by Client or documents provided by Client and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called "**Changed Conditions**", KCI shall, prior to modifying its Services or disturbing such Changed Conditions, give notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to the Changed Conditions. Upon receipt of KCI's notice of Changed Conditions, Client shall determine how to proceed with the Statement of Work, and the Parties

shall execute an amendment to the Statement of Work if Client agrees with KCI's notice.

11. Insurance.

a. KCI shall maintain insurance coverages at its own cost and expense for the Term and for three (3) years after the Term. KCI's insurance coverages shall be issued by nationally reputable and reliable companies that are authorized to transact business in the State where the Project is located.

b. KCI shall provide certificates of insurance verifying the minimum required insurance coverage limits, and endorsements stating additional insureds. Certificates and endorsements shall also be provided on the anniversary date of the Effective Date and upon policy renewal or extension. Within two (2) weeks of receipt of notice of cancellation or non-renewal, KCI shall provide Client with certificates confirming replacement or reinstatement of the required coverage.

c. This Agreement is contingent on KCI obtaining and maintaining insurance with the following:

i. Commercial Automobile Liability: $1,000,000 combined single limit for bodily injury and property damage liability.

ii. Commercial General Liability: $1,000,000 each occurrence and $2,000,000 general aggregate.

iii. Professional Liability: $2,000,000 per claim and $2,000,000 aggregate.

iv. Workers' Compensation: amount not less than that required by State law, and to include employer's liability of not less than $500,000 per occurrence.

d. KCI's insurance, except workers' compensation and professional liability, shall identify Client as an additional insured and shall contain a provision assuring that said coverage will not terminate without first providing Client thirty (30) days' advanced written notice (ten (10) days' prior written notice for failure to pay premium).

e. Client shall not be liable for any deductibles on additional insured coverage, and any coverage maintained by Client shall be excess and noncontributing. The required insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of liability. Coverage shall contain no non-standard or non-ISO limitations on the scope of protection afforded to Client and its respective officers, directors, agents, and employees.

f. KCI shall provide Client with prompt and timely notice of claims made or suits instituted that arise out of or result from KCI's performance of this Agreement, and that involve or may involve coverage under any of the required liability policies.

g. KCI shall require that each of its subconsultants comply with these same insurance coverage requirements.

12. Indemnification.

a. KCI shall indemnify and hold harmless Client, and its officers, directors, and employees, from damages, losses and expenses, including reasonable attorney's fees, to the extent caused by the negligent acts, errors or omissions of KCI, or anyone for whom KCI is legally responsible, in the performance of the Services under this Agreement. KCI will reimburse Client for Client's reasonable defense costs incurred by Client to defend claims arising out of KCI's professional negligence based on the percentage of KCI's liability.

b. The foregoing hold harmless and indemnity obligations shall apply solely to any such causes of action, damages, costs, expenses or defense obligations covered by KCI's insurance.

c. Client shall indemnify and hold harmless KCI, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorney's fees, to the extent caused by the negligent acts, errors or omissions of Client and anyone for whom Client is legally responsible in connection with this Agreement.

d. Neither Client nor KCI shall be obligated to indemnify the other Party in any manner whatsoever for the other Party's own negligence.

e. Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and shall indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

13. Limitation of Liability.

a. To the fullest extent permitted by law, the total liability, in the aggregate, of KCI and its officers, directors, and employees to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Services or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed $25,000 or the total compensation received by KCI under the applicable Statement of Work, whichever is lesser.

b. Neither Party shall have liability for special, incidental, or consequential damages, lost revenues, lost profits, or punitive/exemplary damages, regardless of whether either Party is or was aware of the possibility or actuality of such damages and regardless of the form or theory of relief of any claim or action.

c. KCI shall not be liable for services performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, for testing or inspection services performed by others, nor for any loss or damages claimed to result from penetration of the ground unless the loss or damage is a direct result of KCI's sole negligence.

d. To the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). In no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance (including costs relating thereto) for bodily or personal injury related to mold claims.

14. **General Warranties**. Each Party represents and warrants that there are no actions, suits or proceedings pending and served against it before any court or administrative agency that would materially impair such Party's performance of its obligations under this Agreement or any accepted Statement of Work. Each Party has full power and authority to execute, deliver and perform its obligations under this Agreement. Each Party represents and warrants that it will comply with all applicable laws, ordinances, rules, regulations, or orders issued by any public or governmental agency, body, or authority, whether Federal, state, local or otherwise, and has obtained all applicable permits and licenses to perform the services required of such Party in connection with its obligations under this Agreement and will maintain those permits and licenses for the Term of this Agreement.

15. **KCI Representations**. KCI represents:

a. That it is duly qualified to do business and is in good standing in the locations in which the Services shall be performed.

b. That its personnel providing the Services are appropriately skilled and licensed in the State in which the Project is located.

c. That it has cybersecurity and data privacy policies, practices and procedures, and complies with current industry practices.

d. That, provided Client has rendered payment to KCI in full accordance with the terms of this Agreement and each applicable Statement of Work: (i) KCI shall keep each Project free from any liens arising out of any Services performed, materials furnished, or obligations incurred by or on behalf of KCI; and (ii) KCI shall be responsible for the satisfaction or payment of any liens for any subconsultant for work, labor, material or Services claiming by, through or under KCI. Should any claim of lien or other lien be filed against a Project, for reasons other than Client's breach of this Agreement, KCI shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice of the filing thereof.

e. That the Services and any Documents and Materials shall not infringe any third-party patent, copyright or other intellectual property right. Further, the Services and Documents and Materials shall not misappropriate any third-party trade secret or confidential or proprietary information.

16. **Force Majeure**. If and to the extent that either Party is prevented, precluded or hindered from performance under a Statement of Work by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the Party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

17. **Notice**.

a. All notices shall be sufficient if in writing and delivered in person, or sent by certified mail receipt requested or email to the Party's designated recipient at the following:

As to Client:
Town of Erwin
100 West F Street
Erwin, NC 28339
Attn: Snow Bowden – Town Manager
910-591-4200 (Telephone)
townmanager@erwin-nc.org (Email)

As to KCI:
KCI Associates of North Carolina, P.A.
4800 Falls of Neuse Rd – Ste 200
Raleigh, NC 27609
Attn: Leah Young – Regional Practice Leader
(919) 278-2487(Telephone)
leah.m.young@kci.com (Email)

b. Notice will be considered made as of the date of actual delivery if in person, as of the date of the receipt if sent via certified mail, or two (2) business days after the date of the email.

c. Changes in the designated recipient and/or contact information from the above will not be effective until such time as notice is provided to the other Party in accordance with this Section 17 (Notice).

18. Intellectual Property and Project Deliverables. The following terms shall govern all deliverables under any Statement of Work subject to the express terms of the relevant Statement of Work.

a. All concept, preliminary and final plans prepared by KCI will be submitted to Client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) business days of receipt, the plans shall be deemed approved by Client. After Client's approval, any change shall be deemed Additional Services for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes are not in accordance with the Standard of Care.

b. Upon final payment, KCI assigns Client any and all rights, title and interest, including, without limitation, patents, trademarks, copyrights, trade secrets and other proprietary rights, to the Documents and Materials created by KCI specifically for Client hereunder and required to be delivered to Client by virtue of the description or specification as a deliverable in the applicable Statement of Work. "**Documents and Materials**" are the documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material required for the provision of the Services.

c. Until final payment and during the provision of the Services, KCI will provide the Documents and Materials to Client pursuant to a limited, non-transferable, no fee, worldwide, license to use the Documents and Materials solely for the purpose of the Project. Client may not copy, distribute, display, or create derivative works from the Documents and Materials except as necessary for the Project until ownership passes at the time of final payment. Under no circumstances or at any time (including after any assignment has been effectuated) may Client modify the Documents and Materials without KCI's express written permission and, when permitted, any such modifications will be clearly marked as being made by the Client.

d. Where the Documents and Materials are marked with KCI's copyright notices or other indicia or authorship, Client may not remove or modify any such marking without the prior written permission of KCI during the duration of the Project or anytime thereafter (including after any assignment has been effectuated). Notwithstanding anything to the contrary contained herein, KCI retains all right to its knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services. KCI may, but is not obligated to, keep copies of all Documents and Materials for its records.

e. If there is a discrepancy between that which is described or depicted on any Documents or Materials in electronic files and that which is described and depicted on the hard copies of such documents or materials, the hard copies shall govern.

f. In the event Client or anyone for whom Client is legally liable makes or permits to be made any changes or modifications to the Documents and Materials, including electronic files, without obtaining KCI's prior written consent, Client assumes full responsibility for such changes or modifications, including any consequences thereof. Client waives any and all claims against KCI and releases and indemnifies KCI from any liability arising directly or indirectly from unauthorized changes or modifications.

19. Termination and Suspension.

a. Client shall have the right at any time to terminate this Agreement or a Statement of Work, in whole or in part, upon three (3) days' notice to KCI. Upon receipt of this notice, KCI shall discontinue performing any Services, will not incur any further expenses and shall promptly cancel all orders for services relating to the Project. In the event of termination for convenience, Client shall pay KCI for all Services performed through the date of termination and subject to all conditions for payment set forth herein. In no event shall Client be obligated to pay for lost or anticipated profit on Services not performed.

b. Either Party may terminate this Agreement or a Statement of Work for cause should the other Party fail to carry out their obligations and requirements in accordance with this Agreement, which shall constitute a breach of this Agreement. In such event, the terminating Party shall give notice to the intended terminated Party explaining the cause for termination and thereby initiating the option to cure the default and take substantial steps to correct such default within three (3) business days after receipt of notice. If the intended terminated Party fails to take substantial steps in the time allotted, the other Party may immediately terminate this Agreement or the Statement of Work.

c. Client may suspend all or a portion of KCI's performance of a Statement of Work by giving seven (7) business days' notice to KCI. Upon receipt of this notice, KCI shall discontinue performing any Services and will not incur any further expenses and shall promptly cancel all orders for services relating to the Project. Should Client thereafter request performance of the Statement of Work to resume, the time for KCI's completion of its performance of the Statement of Work shall be extended by at least the number of days of the suspension and the Contract Sum to KCI shall be equitably adjusted to provide for expenses incurred due to the interruption and resumption of Services. If the period of suspension exceeds ninety (90) consecutive days, either Party may terminate the Statement of Work by notice to the other Party, and Client shall pay KCI for all Services performed through the date of suspension and any third-party fees assessed to KCI related to the cancellation of services relating to the Project, subject to all conditions for payment set forth herein.

d. Consistent with Section 18 (Intellectual Property and Project Deliverables), KCI will provide to Client all Documents and Materials, whether complete or in progress, upon notice of termination.

20. Confidentiality.

a. **"Confidential Information"** shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a Party ("**Disclosing Party**") provided to the other Party ("**Receiving Party**") in connection with this Agreement and each Project, whether orally or in physical form, that is not generally known or available to others. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

b. Confidential Information produced or provided by either Party relating to this Agreement and each Project shall not be released to other parties or be the subject of any public announcement or publicity release without the other Party's written authorization. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with each Project is not a publication as stated herein.

c. Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

d. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party and excluding necessary back-ups and record retention policies, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party and will destroy the copies kept consistent with record retention policies. Confidential Information will at all times remain the property of the Disclosing Party.

e. The provisions of this Section 20 (Confidentiality) will expire three (3) years after the Term of the Agreement.

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21. Dispute Resolution.

a. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or a Statement of Work or breach thereof ("**Claim**") shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each Party. If after thirty (30) business days the Claim remains unresolved, then the Parties will submit the Claim for confidential, non-binding mediation with both Parties agreeing to the mediator no later than forty-five (45) business days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both Parties. Each Party is responsible for its own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the Claim that is subject to mediation between the Parties. The Parties will fully cooperate and participate in good faith to resolve the Claim. No written or verbal representation made by either Party in the course of any discussions attempting to resolve the Claim or other settlement negotiations shall be deemed to be a party admission.

b. If mediation fails to resolve the Claim within six (6) months, the Claim shall be submitted for determination through litigation in a court of competent jurisdiction in the County or City consistent with Section 22 (Governing Law). Prior to the exercise of this right, the Party seeking judicial relief shall have provided the other Party thirty (30) days prior notice before filing such judicial action. In the event either Party institutes suit in court against the other Party or against the surety of such Party, in connection with any Claim, the prevailing Party shall be entitled to recover reasonable attorney fees in addition to any other relief granted by the court.

c. The failure of either Party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

d. **THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY AS TO ANY CLAIM, COUNTERCLAIM, OR CAUSE OF ACTION OF ANY KIND OR NATURE EITHER MAY HAVE HAD ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY STATEMENT OF WORK.**

22. Governing Law.

a. The validity, performance and all matters relating to the interpretation and effect of this Agreement and any amendment thereto shall be governed by the laws of the State in which the Project is located, excluding its rules with respect to conflict of laws.

b. All litigation arising under this Agreement shall be in the state courts located in the county or municipality in which the Project is located. In the event either Party institutes suit in court against the other Party or against the surety of such Party, in connection with any Claim, the prevailing Party shall be entitled to recover reasonable attorney fees in addition to any other relief granted by the court.

23. **Opinions of Cost**. If applicable to the Services, KCI will use commercially reasonable efforts and its experience on similar projects to provide realistic opinions of costs for remediation or construction as appropriate based on reasonably available data, KCI's designs, or KCI's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation. Client understands actual costs of such work depend on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond KCI's control.

24. **Miscellaneous Provisions.**

a. KCI certifies that, as of the Effective Date, it is not listed on the Final Divestment List maintained by the North Carolina State Treasurer pursuant to the Iran Divestment Act of 2015. KCI further agrees that it shall not utilize any subconsultant that appears on the Final Divestment List in connection with this Agreement. KCI acknowledges that contracts entered into in violation of the Iran Divestment Act are void by operation of law. The Final Divestment List is available at https://www.nctreasurer.gov and is updated every 180 days.

b. KCI may subcontract any portion of this Agreement without the prior written consent of Client. KCI shall make its written agreements with subconsultants expressly subject to all of the terms and conditions of this Agreement and available for Client's inspection if requested. Neither Party may assign any portion of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that Party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other Party and levels of performance at least equal to those provided for in this Agreement.

c. The Services performed by KCI pursuant to this Agreement are solely for the benefit of Client and are not intended by either Party to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

d. This Agreement contains all the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise regarding the subject matter of this Agreement exist. Any change in, addition to or waiver of the terms and conditions of this Agreement shall be binding only if approved in writing by an authorized representative of the Parties.

e. KCI is an independent contractor and shall act at all times as an independent contractor hereunder. Neither KCI nor anyone employed by or acting for or on behalf of KCI shall ever be considered to be or construed as an employee of Client

and Client shall not be liable for employment or withholding taxes respecting KCI or any employee of KCI. KCI shall take all steps to ensure that KCI and KCI's employees are treated as independent contractors. To the extent permitted by law, KCI, for KCI and for anyone claiming through KCI, waives any and all rights to any consideration, compensation or benefits from Client, except as expressly provided for herein. KCI shall be solely responsible for the timely and full compensation, benefits, contributions and taxes, if any, of its employees, agents and consultants. KCI will directly manage its employees and agents performing Services hereunder at all times. Client will not address concerns related to the performance of the Services described herein directly with KCI's employees and agents, rather Client will address concerns related to KCI's performance of the Services herein with an official designated by KCI. Although Client may require KCI to meet its obligations and responsibilities under the Agreement, Client will not have the authority to manage or make personnel decisions regarding KCI's employees or agents, including, without limitation, hiring, firing, discipline, performance management, compensation, benefits, hours or work, scheduling, the assignment of duties to be performed, and the supervision of the performance of duties. KCI shall require its subconsultants to comply with these subsection 24.e. requirements and shall, upon request, provide Client a copy of its agreement with each subconsultant evidencing the same, in Client's sole discretion.

f. The provisions of this Agreement that by their nature survive completion of the Services or termination of this Agreement, including, without limitation, all indemnities, payment, and confidentiality obligations shall remain in full force and effect after the Term of this Agreement.

g. If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the Parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

h. This Agreement and the Statements of Work may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one and the same agreement, and it will not be necessary in making proof of this Agreement or Statement of Work to produce or account for more than one such fully executed counterpart. Electronic signatures shall be deemed an original signed writing for all purposes hereof and that either Party may produce such copies or electronic signatures, without the need to produce original, hand-written signatures, to prove the existence of this Agreement in any proceeding brought hereunder.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

CLIENT:
[insert Client entity]
BY:

Signature

Name

Title

11/6/2025
Date

KCI:
KCI Associates of North Carolina, P.A.
BY:

DocuSigned by:
Gary Mryncza
1D94AEDA9C8D45A...
Signature

Gary Mryncza
Name

Vice President
Title

11/3/2025
Date

Exhibit A
to
Master Services Agreement for Professional Services

FORM of Statement of Work
No. [_____]
to
Master Services Agreement for Professional Services

KCI Project No. [_____]

This Statement of Work effective as of the date of the last signature ("**Effective Date**") is entered into by and between Town of Erwin ("**Client**") and KCI Associates of North Carolina, P.A. ("**KCI**") with regard to the project identified below ("**Project**"). Client and KCI shall be hereinafter referred to jointly as the "**Parties**" or singularly as the "**Party.**"

Project:	
Project Address / Location:	
Client's Representative:	
KCI's Representative:	

This Statement of Work shall be governed by the terms herein and those in the Master Services Agreement for Professional Services ("**MSA**") between the Parties dated [insert date of MSA], which MSA is incorporated by reference herein.

1. **Contract Documents**. The Parties shall complete this Statement of Work in accordance with the following contract documents ("**Contract Documents**"), which are attached hereto as **Attachment A** and made a part hereof:

   a. [insert all documents, attachments, and exhibits relevant to the Services and Project]

2. **Scope of Services**. KCI's scope of services, including deliverables, ("**Services**") is as follows:

   a. [insert detailed description, including assumptions and exclusions]

3. **Drilling or Ground Penetration**.

   a. **SERVICES INVOLVE DRILLING/GROUND PENETRATION:** The Services do involve drilling or ground penetration, and the additional terms and conditions included in Exhibit B of the MSA apply, as well as the following:

i. At least forty-eight (48) hours before penetrating the ground, KCI shall contact the local "State One-Call System (Dial 811)" as required by law and have a utilities representative on the Project site. Client will furnish to KCI information identifying the locations of requested explorations.

4. **Project Schedule**. KCI shall perform the Services in accordance with the following schedule:

a. [insert detailed schedule]

5. **Necessary Permits and/or Inspections**. KCI shall apply for and obtain the following permits and inspections at its sole cost and expense:

a. [insert list]

6. **Fee and Payment**.

a. KCI's fee for the Services ("**Contract Sum**") will be [insert applicable fee structure from KCI's template Professional Services Agreement].

b. KCI shall comply with the invoicing procedures described in the MSA and subject to the Contract Documents.

c. Client shall render payment to KCI in accordance with the payment schedule below. If left blank, the payment schedule in the MSA shall apply.

i. [Insert payment schedule if using one]

7. **Special Terms and Conditions**.

a. In the event of a conflict between the following terms and conditions and the MSA with regard to the Services, the terms and conditions listed in this Section 7 (Special Terms and Conditions Section) shall govern:

i. [Insert any Project-specific terms and conditions that vary from the MSA]

b. In the event of any other conflict between the terms hereof and the MSA, the terms of the MSA shall govern.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the Parties have caused this Statement of Work to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Statement of Work.

CLIENT:
[insert Client entity]
BY:

_____
Signature

_____
Name

_____
Title

_____
Date

KCI:
[insert KCI entity]
BY:

_____
Signature

_____
Name

_____
Title

_____
Date

Docusign Envelope ID: A242F199-E767-48B8-BD8C-C42752A705E9

Attachment A
to
Statement of Work

Contract Documents

Docusign Envelope ID: A242F199-E767-48B8-BD8C-C42752A705E9

Exhibit B
to
Master Services Agreement for Professional Services

Drilling or Ground Penetration Terms and Conditions

1. **Drilling, Aquifer/Soil Contamination**. Subsurface sampling or exploration may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, potentially linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials offsite, and KCI is not able to eliminate the risk of such an occurrence, and subsurface sampling or exploration is a necessary aspect of the Services that KCI will perform on Client's behalf.

2. **Contaminated Equipment and Consumables**. Any of KCI's field or laboratory equipment that becomes contaminated by hazardous materials encountered at the Project site must be decontaminated and contaminated consumables must be disposed of properly. Client shall remunerate KCI for costs associated with decontamination of equipment and disposal and replacement of contaminated consumables. In some instances, the fair market value of a piece of equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment may be less than the cost of decontamination. In such instances, KCI shall notify Client and give Client the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and KCI shall enter into a specific agreement for that purpose. For purposes of this Agreement, any equipment that cannot be decontaminated shall be considered a consumable.

3. **Discovery Of Unanticipated Hazardous Materials**. Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances and to the best of Client's knowledge is unaware of any hazardous or toxic substances on, in or near the Project site. However, hazardous materials or certain types of hazardous materials may exist at the Project site where there is no reason to believe they could or should be present. KCI and Client agree that the discovery of unanticipated hazardous materials constitutes a Changed Condition consistent with subsection 10.b that may result in termination consistent with Section 19 (Termination and Suspension). KCI and Client also agree that the discovery of unanticipated hazardous materials will make it necessary for KCI to take immediate measures to protect human health and safety, and/or the environment. KCI will notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages KCI to take any and all measures that in KCI's professional opinion are justified to preserve and protect the health and safety of KCI's personnel and the public, and/or the environment, and Client shall compensate KCI for the additional cost of such work.

4. **Disposal of Samples**.

   a. If applicable to the Services, soil, rock, water and/or other samples or spoils obtained from the Project site are the property of Client. KCI shall preserve samples

for no longer than forty-five (45) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are stated in the Agreement.

b. Should any of these samples or spoils be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures that encompass removing the contaminated samples or spoils from KCI's custody and transporting them to a disposal site.

c. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

5. **Subsurface Risks**. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions or utilities. Even a comprehensive sampling and testing program or exploration program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions or features, because they are unknown or hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geological, and geotechnical conditions that KCI properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human intervention at the Project site or distant from it, actual conditions discovered may quickly change. Client realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by KCI to help reduce them to that level deemed tolerable by Client. KCI is available to explain these risks and risk reduction methods to Client but, in any event, the Scope of Services included with this Agreement is that which Client agreed to or selected in light of his own risk preferences and other considerations.

6. **Restoration of the Project Site**. While KCI will take all reasonable precautions to minimize any damage to the Project site, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

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Exhibit C
to
Master Services Agreement for Professional Services

Town of Erwin Request for Qualifications for Professional Engineering and Related Services

Docusign Envelope ID: A242F199-E767-48B8-BD8C-C42752A705E9

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING AND RELATED SERVICES

REQUESTED BY:

TOWN OF ERWIN

P.O. Box 459

ERWIN, NC 28339

DATE OF ISSUE: THURSDAY, April 3rd, 2025

RFQ'S DUE: THURSDAY, MAY 15th, 2025

BY 4:00pm

Docusign Envelope ID: A242F199-E767-48B8-BD8C-C42752A705E9

REQUEST FOR LETTERS OF INTEREST AND STATEMENTS OF QUALIFICATIONS-PROFESSIONAL ENGINEERING AND RELATED SERVICES TOWN OF ERWIN, NORTH CAROLINA

Town Demographic and Infrastructure Overview:

The Town of Erwin has a population of approximately 4,881 and is in Harnett County. The Town maintains 29.92 miles of streets. The Town has recently started to evaluate our entire stormwater system, and we expect to make improvements once we complete the study. Water and sewer services are provided by Harnett Regional Water inside our corporate limits and surrounding areas.

Professional Service Categories:

The Town of Erwin is seeking Letters of Interest/ Statement of Qualifications (LOI/SOQ) from firms to provide professional civil engineering and related consulting services including, but not limited to:

- Preliminary Engineering Studies and reports
- Grant writing, applications, and administration
- Design, including field surveys, plan and specification preparation
- Permitting (NCDEQ, NCDOT, USACE, FEMA, etc.)
- Construction Services including bidding, contract administration and observation
- Asset and records management, (GIS, web hosting, physical assets and infrastructure, etc.)
- Environmental engineering
- Land surveying
- Transportation
- Land development and planning
- Community planning
- Ordinance review and revision
- Stormwater
- ADA Transitioning
- Pavement condition surveys
- Parks and Recreation planning
- Other services in support of the above and overall local government administration and operations

Docusign Envelope ID: A242F199-E767-48B8-BD8C-C42752A705E9

REQUEST FOR LETTERS OF INTEREST AND STATEMENTS OF QUALIFICATIONS-PROFESSIONAL ENGINEERING AND RELATED SERVICES
TOWN OF ERWIN, NORTH CAROLINA

Project Categories:

The Town anticipates selecting multiple firms to provide these services, on a wide variety of projects requiring expertise and experience in the following broad categories:

- Storm Drainage Conveyance and Stormwater Management
- Geographic Information Systems Management
- Asset Management Systems including but not limited to pavement, sidewalks, utilities, and storm drainage
- Parks and Recreation Facilities
- Public Works Facilities
- Police Facilities
- Town Planning and Development Regulation

Selection Process:

Evaluation and Selection of firms will be a Qualification Based Selection process in accordance with the Mini-Brooks Act (GS 143-64.31). Price will NOT be considered in the qualifications-based selection phase. A variety of factors will be used in the selection of qualified engineering firms including, but not limited to:

- Specific municipal engineering and/or professional experience in the categories outlined above.
- Availability of qualified staff to perform the work.
- Previous performance with respective project delivery, particularly schedules and budgets.
- Approach to providing excellent customer service, through effective communication, coordination, and management of projects, especially schedules and budgets.

Master Agreement and Specific Project (Task Order) Assignments:

At the conclusion of this LOI/SOQ selection process, it is the intent of the Town to select one or more firm(s) to enter into a Master On-Call Service Agreement for a two-year period, with the option of two one-year extensions. Once specific projects are identified, the Town will negotiate with the selected firm(s), to establish a scope and fee under a Task Order for specific project assignments. The Town will only consider one consultant at a time for any specific project, and should negotiations fail, terminate negotiations with selected firm and begin negotiations with another firm. The Town reserves the right to assign additional tasks to the selected firms, based on the Town's need, and the firm's availability, as well as the past and current performance of the firm(s).

Docusign Envelope ID: A242F199-E767-48B8-BD8C-C42752A705E9

REQUEST FOR LETTERS OF INTEREST AND STATEMENTS OF QUALIFICATIONS-
PROFESSIONAL ENGINEERING AND RELATED SERVICES
TOWN OF ERWIN, NORTH CAROLINA

Submittal Requirements:

The following information shall be submitted with the maximum pages noted:

- A cover letter/Letter of Interest/ Statement that states the firm's interest and expertise in one or more of the specific categories listed above that briefly describes which services that are provided by the firm, when the firm was founded, number of employees, office locations, including any proposed sub-consultants with like information.
- A list of key staff /sub-consultants proposed for project assignment including the Principal in Charge, Project Manager/Engineer, Construction Administrator, Sub-Consultants, etc. This should include overall experience, tenure with the firms/subs, certifications/ licenses, and areas of expertise.
- Related Project Experience comprised of five recently completed municipal projects, including client/reference contact information, brief project description, initial & final project budget, construction costs & fees. (10 pages maximum - 1 page per project.)
- Maximum LOI SOQ submittal document size is 20 pages, excluding firm's work examples.
- A sample of the firm's work represented by a Preliminary Engineering Report, typical construction plan sheets, details, etc. is an additional 20 pages maximum.

The Town of Erwin is an equal opportunity employer. Minority business firms are encouraged to submit statements of qualifications

A group of key Town staff will evaluate each LOI SOQ submittal, based on the specific submittal information requested, and may also utilize interviews, reference checks, past performance, etc. to evaluate and rate each submittal. It is possible that multiple firms will be selected.

Questions related to the RFQ shall be made by email to townmanager@erwin-nc.org no later than May 7th, 2025. Every attempt will be made by the Town to provide responses by 4PM on May 9th, 2025. Answers will be posted on our website at www.erwin-nc.org.

Docusign Envelope ID: A242F199-E767-48B8-BD8C-C42752A705E9

REQUEST FOR LETTERS OF INTEREST AND STATEMENTS OF QUALIFICATIONS-PROFESSIONAL ENGINEERING AND RELATED SERVICES
TOWN OF ERWIN, NORTH CAROLINA

Submittal Format/Deadline and Selection Schedule:

DATE OF ISSUE: THURSDAY, April 3rd, 2025

RFQ'S DUE: THURSDAY, MAY 15th, 2025, BY 4:00pm

Electronic submittals or hard copy submittals shall include the LOI SOQ cover letter, list of key staff and project experience in a single pdf with a maximum of (pages), in addition to a separate pdf (pages) of work examples.

ELECTRONIC OR HARD COPY SUBMITALS ARE DUE NO LATER THAN (DATE)

- Due to email size limitations, firms may provide access to an FTP site in their submittal sites for file download of the LOI SOQ and work examples.

It is the intent of the Town to finalize the selection process by June 2025. Master Service Agreements with any selected firm shall be in place by August 2025.

Submittals shall be directed to:

Snow Bowden
Town Manager
PO Box 459
Erwin, NC 28339
910-591-4200
townmanager@erwin-nc.org

AMENDMENT #1
TO PROFESSIONAL SERVICES AGREEMENT

KCI Project No. 00049471

THIS AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT ("**Amendment**") is entered into as of the date of last signature ("**Effective Date**") by and between KCI Associates of North Carolina, P.A. ("**KCI**") and Town of Erwin, NC ("**Client**"), hereinafter referred to jointly as the "**Parties**" or singularly as the "**Party**".

1. **Amendments to the Agreement**. The following sections of the Professional Services Agreement, effective 11/6/2025 between the Parties ("**Agreement**") are hereby amended by mutual agreement of the Parties as of the Effective Date:

   a. Section 3 Term of the Agreement is amended by adding the Renewal Term #1.

   This Amendment extends the term of the Agreement between Parties dated 11/6/2025 for an additional one (1) year, commencing on 11/6/2026 and ending on 11/6/2027. All other terms and conditions of the Agreement remain unchanged.

2. **Definitions**. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

3. **Agreement Remains in Effect**. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

4. **Counterparts**. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one and the same agreement, and it will not be necessary in making proof of this Amendment to produce or account for more than one such fully executed counterpart. Electronic signatures shall be deemed an original signed writing for all purposes hereof and that either Party may produce such copies or electronic signatures, without the need to produce original, hand-written signatures, to prove the existence of this Amendment in any proceeding brought hereunder.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed. Each Party warrants and represents that its respective signatories are duly authorized to execute this Amendment.

KCI:
KCI Associates of North Carolina, P.A.
BY:

_____
Signature

_____
Name

_____
Title

_____
Date

CLIENT:
Town of Erwin, NC
BY:

_____
Signature

_____
Name

_____
Title

_____
Date

MINUTES CONTINUED FROM SEPTEMBER 28, 2026

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.

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)

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 28, 2026

Subject: FY 2025-2026 Audit

The Town of Erwin issued a Request for Proposals (RFP) in early 2026 for auditing services on 1/12/2026. The RFPs were due on 3/17/2026. The Town received three proposals. Town Staff presented the three proposals at our 3/24/2026 workshop and recommended we select Thompson, Price, Scott, Adams & CO., PA (TPSA) because they were the lowest responsive bidder. The Town of Erwin approved the contract with TPSA at our 4/2/2026 meeting. The Local Government Commission (LGC) approved the contract for our FY25-26 audit on 7/1/2026. In the proposal that was submitted by TPSA the primary agent in charge of the audit was Bryon Scott, CPA.

Mr. Scott has left TPSA. The current partners at TPSA cannot handle the FY 26 audit for the Town of Erwin. Because we have a valid contract that has been approved by the LGC we need to submit the attached formal documentation to the LGC. The attached letter basically states that both parties consent to terminating the contract. This needs to be approved by the LGC before they will approve another contract for our FY 26 audit.

Attachments:

· TPSA letter terminating contract

CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS AND TAX ADVISORS

Thompson, Price, Scott, Adams & Co., P.A.
P.O. Box 398
1615 S JK Powell Blvd
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958
Alan W. Thompson, CPA
Gregory S. Adams, CPA

September 23, 2026

Kendra B. Boyle, CPA, CIA
Director-Fiscal Management Section
NC Department of the State Treasurer
State & Local Government Finance Division
3200 Atlantic Avenue
Raleigh, N.C. 27604

Dear Ms. Boyle,

Thompson, Price, Scott, Adams & Co., P.A. respectfully request to terminate the June 30, 2026 audit contract with the Town of Erwin. The Town of Erwin mutually consents to the termination as well. No interim billing has been submitted for approval and there are no outstanding amounts due to Thompson, Price, Scott, Adams & Co PA.

Respectfully submitted,

Alan W. Thompson, CPA
Managing Partner

Snow Bowden, Town Manager
The Town of Erwin

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 28, 2026

Subject: Appointing New Members to Recreation Advisory Board

The Town of Erwin has received three applications to serve on the Recreation Advisory Board. There are 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.

Applicants:

1) Michael Rudolph Jackson Jr.

2) Jessica Marsh

3) Paige Stephenson

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: Michael Rudolph Jackson JR Date of Application: 7/24/26

Home Address: 122 Bryant Rd, Dunn, NC, 28334
Street Address, Town, Zip Code

Home Phone: 910-814-7771 Business/Other Phone: _____

FAX Number: _____ Email Address: mrjacksonjr@hotmail.com

In order to consider this application and provide a sense of balance to the various Boards, the Town of Erwin requests that the following information be provided:

Date of Birth 12/07/1984 Male: ☑ Female: ☐

Race: White (African American, White, Hispanic, Asian, Native American)

Occupation: Business Manager

Do you reside within the Town Limits of Erwin: Yes: ☐ No: ☑

Length of residence in Erwin: _____ Years _____ Months

Please indicate your preference by the number (first choice being "1") and choose.

Town of Erwin Boards

Planning Board _____ Tree Board _____ Economic Dev. _____ Recreation 1

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: Jessica Marsh Date of Application: 7/22/2026

Home Address: 618 Maple Road Angier NC 27501
Street Address, Town, Zip Code

Home Phone: 919 244 7335 Business/Other Phone: _____

FAX Number: _____ Email Address: jessl p694@gmail.com

In order to consider this application and provide a sense of balance to the various Boards, the Town of Erwin requests that the following information be provided:

Date of Birth 11/12/76 Male: ☐ Female: ☑

Race: White (African American, White, Hispanic, Asian, Native American)

Occupation: cardiovascular specialist

Do you reside within the Town Limits of Erwin: Yes: ☐ No: ☑

Length of residence in Erwin: _____ Years _____ Months

Please indicate your preference by the number (first choice being "1") and choose.

Town of Erwin Boards

Planning Board _____ Tree Board _____ Economic Dev. _____ Recreation ✓

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: Paige Stephenson Date of Application: 7/22/2026

Home Address: 678 Maple Road Angier NC 27501
Street Address, Town, Zip Code

Home Phone: 910 890 7997 Business/Other Phone: _____

FAX Number: _____ Email Address: pstephenson1@harnett.k12.nc.us

In order to consider this application and provide a sense of balance to the various Boards, the Town of Erwin requests that the following information be provided:

Date of Birth 9/14/74 Male: ☐ Female: ☑

Race: White (African American, White, Hispanic, Asian, Native American)

Occupation: School Counselor

Do you reside within the Town Limits of Erwin: Yes: ☐ No: ☒

Length of residence in Erwin: _____ Years _____ Months

Please indicate your preference by the number (first choice being "1") and choose.

Town of Erwin Boards

Planning Board _____ Tree Board _____ Economic Dev. _____ Recreation ✓

- 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.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 28, 2026

Subject: 2026 North Carolina State Grants

Town Staff has received the paperwork to start processing the three grants that the Town of Erwin received from the State of North Carolina in the state budget. Town Staff have started to submit the required documents. I wanted to make you all aware that we will need to open three new separate bank accounts to keep these funds separate from any other funds. Between this workshop meeting and our Town Board meeting on October 8th we might need to present a few items for discussion to prevent any delays in us being able to receive these grant funds. The three grants are grants directed for the purchase of equipment for various departments. Below is a quick summary of the grants.

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)

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)

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)

Any equipment and/or vehicles purchased with these funds will need to be purchased at the North Carolina state contract pricing when applicable. If there is a piece of equipment that we cannot purchase at a state contract price we will have to follow the proper procurement standards.

I would like to thank Representative Pike and the State of North Carolina for providing these grant funds to the Town of Erwin. These grant funds will help the Town of Erwin purchase equipment to assist our Town Staff in providing services for our residents.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 28, 2026

Subject: Federal Forfeiture Funds

Town Staff needs to open a new separate bank account for Federal Forfeiture Funds, so they are not comingled with other funds in our General Fund. Town Staff wishes to open a new bank account at Truist. Town Staff will need to prepare a resolution for approval to open this new account.

Attachments:

- Resolution

TOWN OF ERWIN

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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

TOWN OF ERWIN, NORTH CAROLINA RESOLUTION AUTHORIZING THE OPENING OF A BANK ACCOUNT WITH TRUIST BANK FOR FEDERAL FORFEITURE FUNDS

2026-2027----02

WHEREAS, the Town of Erwin has received or is eligible to receive funds through the Federal Asset Forfeiture Program in connection with law enforcement activities; and

WHEREAS, the Town desires to establish a separate bank account for the receipt, deposit, accounting, and management of Federal Forfeiture Funds; and

WHEREAS, the Town Board of Commissioners finds that maintaining a separate account will assist in ensuring proper financial oversight, accountability, and compliance with applicable federal and state requirements; and

WHEREAS, Truist Bank has been selected as the financial institution for the establishment of this account, subject to the Town's applicable depository requirements.

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

Section 1. Authorization. The Town Board of Commissioners hereby authorizes the opening of a separate bank account with Truist Bank, to be designated as the Town of Erwin Federal Forfeiture Funds Account, for the purpose of receiving and managing federal forfeiture proceeds.

Section 2. Authorized Officials. The Town Manager and Finance Officer are hereby authorized to execute the necessary documents and take the actions required to establish the account, subject to the Town's financial policies and applicable laws.

Section 3. Administration and Use of Funds. All funds deposited into the account shall be maintained, accounted for, and disbursed in accordance with applicable federal forfeiture program requirements, North Carolina General Statutes, the Town's budget ordinance, and applicable financial policies and procedures.

Section 4. Depository Requirements. The account shall be maintained in accordance with applicable requirements governing official depositories and the security of public funds.

Section 5. Effective Date. This resolution shall become effective upon its adoption.

Adopted this 8th Day of October 2026.

ATTEST:

Randy Baker, Mayor

Lauren Evans, Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 28, 2026

Subject: Erwin Lion's Club Vision Ball

The Town of Erwin historically supports the Erwin Lion's Club by being a sponsor at their annual Vision Ball. The Erwin Lion's Club Vision Ball will be held on Thursday, October 15th at Milltown Farms. A sponsorship is $150.00.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: September 28, 2026

Subject: Changing Election Method

Background

The Town of Erwin has previously discussed changing its election method, and the general consensus has been to move forward with the process. The Town currently uses the nonpartisan election and runoff method. Under this method, the Town must hold its initial election approximately one month before the regular election day so that, if a runoff is necessary, the runoff can be held on the regular election day.

This election schedule can create confusion for voters. Many voters naturally assume that municipal elections are held on the regular election day. During recent local election cycles, Town Hall has received calls from residents seeking information about where and how to vote on the regular election day, even though Erwin's initial election had already taken place.

Erwin is also an outlier among the municipalities in Harnett County. The City of Dunn is currently the only other municipality in the county using the nonpartisan election and runoff method. The Towns of Angier, Coats, and Lillington use the nonpartisan plurality election method.

Proposed Election Method

The nonpartisan plurality election method provides that the candidate receiving the highest number of votes is elected to office. Under this method, the Town of Erwin's regular municipal election would be held on the regular election day rather than approximately one month earlier.

I believe this method is better suited to the Town of Erwin for several reasons.

Increased Voter Participation and Reduced Confusion

The primary reason for recommending this change is to help increase voter turnout and reduce voter confusion.

Holding Erwin's initial election approximately one month before the regular election day can be confusing for residents, particularly because the other municipalities in Harnett County generally hold their municipal elections on the regular election day. The current schedule requires voters to understand that Erwin's election is being conducted on a different date than they may expect.

Moving to the nonpartisan plurality election method would allow Erwin's municipal election to be held on the regular election day. This would provide a more consistent and easily understood election schedule for our residents and eliminate the need for voters to distinguish between an initial election date and a potential runoff date.

Cost Savings and More Efficient Use of Resources

A secondary benefit of the proposed change is the potential for the Town to realize cost savings and make more efficient use of election resources.

Because Erwin and Dunn are currently the only municipalities in Harnett County using the nonpartisan election and runoff method, the two municipalities do not always have elections occurring at the same time or in the same election cycle. During the most recent local election cycle, the City of Dunn did not have a local election due to its term-limit schedule. As a result, the Harnett County Board of Elections was required to conduct a local election for the Town of Erwin without being able to share election costs with Dunn.

Elections are an important responsibility, and the Town recognizes that conducting elections requires appropriate expenditures of public funds. However, changing to the nonpartisan plurality election method would place Erwin in line with the Towns of Angier, Coats, and Lillington. This would allow the Town to participate in the same election process as these municipalities and provide an opportunity to share election-related costs and resources.

The proposed change would also allow the Town and the Harnett County Board of Elections to make more efficient use of staff time, resources, and election infrastructure.

Charter Amendment Process

If the Town Council wishes to proceed with this proposed change, an amendment to the Town Charter will be required. There is a specific process that must be followed before the change can take effect.

A sample timeline outlining the anticipated steps in the charter-amendment process has been included with this memorandum for the Council's review. Staff will continue to work with the appropriate officials and agencies to ensure that all required steps are completed.

Conclusion

The proposed change from the nonpartisan election and runoff method to the nonpartisan plurality election method would provide several benefits to the Town of Erwin.

Most importantly, it would allow the Town's municipal election to be held on the regular election day, which should reduce voter confusion and may help increase voter participation. It would also bring Erwin's election method in line with the Towns of Angier, Coats, and Lillington and provide an opportunity for greater efficiency and cost-sharing in the administration of municipal elections.

For these reasons, I recommend that the Town Council move forward with changing the Town of Erwin's election method to the nonpartisan plurality election method and authorize staff to begin the required process for amending the Town Charter.

Attachments:

- Proposed timeline
- Signed Resolution of Intent to change election method
- Public Hearing Notice to Newspaper

Sample Erwin timeline — 2026

Target date	Action
September 3, 2026	Board adopts **Resolution of Intent**
Aug. 25–28	Publish notice of public hearing
October 8, 2026	**Public hearing** on charter amendment
Oct. 2026	30-day period for referendum petition expires
November 5, 2026	Board adopts **Charter-Amendment Ordinance** at regular meeting
November 6, 2026	Publish notice of ordinance adoption
December 2026	If no valid petition, proceed with charter filing/effectiveness requirements
By early 2027	Confirm NC State Board of Elections has the new election method reflected in its records and election preparations
2027 municipal election	Conduct election under **nonpartisan plurality** method

Sample Erwin timeline — 2026

Target date	Action
September 3, 2026	Board adopts **Resolution of Intent**
Aug. 25–28	Publish notice of public hearing
October 8, 2026	**Public hearing** on charter amendment
November 5, 2026	Board adopts **Charter-Amendment Ordinance** at regular meeting
November 6, 2026	Publish notice of ordinance adoption
Oct. 2026	30-day period for **referendum petition** expires
December 2026	If no valid petition, proceed with charter filing/effectiveness requirements
By early 2027	Confirm NC State Board of Elections has the new election method reflected in its records and election preparations
2027 municipal election	Conduct election under **nonpartisan plurality** method

TOWN OF ERWIN

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David L. Nelson
William R. Turnage

TOWN OF ERWIN, NORTH CAROLINA
RESOLUTION OF INTENT TO CONSIDER AN ORDINANCE AMENDING THE TOWN CHARTER TO CHANGE THE METHOD OF CONDUCTING MUNICIPAL ELECTIONS
2026-2027—01

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 North Carolina General Statutes § 163-290, a city or town may change its method of conducting elections by an act of the General Assembly or pursuant to the procedure for amending its charter; and

WHEREAS, the Board of Commissioners desires to consider amending the Charter of the Town of Erwin to change the method by which candidates for Mayor and Board of Commissioners are elected; and

WHEREAS, the Board of Commissioners desires to consider changing the Town's municipal election method from the current **nonpartisan election and runoff method** to the **nonpartisan plurality election method**, under which the candidate receiving the highest number of votes for the office is elected, as authorized by North Carolina General Statutes §§ 160A-101(7)(b) and 163-292; and

WHEREAS, North Carolina General Statutes § 160A-102 provides that the Board of Commissioners shall first adopt a resolution of intent to consider an ordinance amending the Town Charter and shall, at the same time, call a public hearing on the proposed charter amendment; and

WHEREAS, the Board of Commissioners finds that it is appropriate and in the public interest to initiate the charter-amendment process to consider the proposed change in the method of conducting municipal elections.

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

Section 1. Resolution of Intent.

The Board of Commissioners hereby declares its intent to consider an ordinance amending the Charter of the Town of Erwin to change the method of conducting municipal elections from the current nonpartisan election and runoff method to the nonpartisan plurality election method authorized by **G.S. § 160A-101(7)(b)** and **G.S. § 163-292**.

The proposed charter amendment shall make such revisions, additions, deletions, or other conforming changes to the Town Charter as may be necessary to implement the nonpartisan plurality election method.

Section 2. Public Hearing.

A public hearing on the proposed charter amendment is hereby called for October 8, 2026, at 7 PM, in the Erwin Municipal Building Board Room located at 100 West F Street, Erwin, North Carolina 28339.

The Town Clerk is directed to cause notice of the public hearing to be published as required by North Carolina General Statutes § 160A-102.

Section 3. Preparation of Proposed Ordinance.

The Town Attorney and Town Manager are authorized and directed to prepare, for consideration by the Board following the public hearing, a proposed ordinance amending the Town Charter to implement the election-method change described in this Resolution.

Section 4. Effective Date.

This Resolution shall become effective upon its adoption.

Adopted this 3rd Day of September 2026.

ATTEST:

Randy Baker, Mayor

Lauren Evans, Town Clerk

NOTICE OF PUBLIC HEARING

The Town of Erwin Board of Commissioners will conduct a Public Hearing on the following item pursuant to NC General Statute 160D-406, on Thursday, October 8, 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.

- The Town of Erwin Board of Commissioners desires to consider changing the Town's municipal election method from the current nonpartisan election and runoff method to the nonpartisan plurality election method.

This case is available for review at the Erwin Town Hall. All persons desiring to be heard either for or against the proposed item set forth above are requested to be present at the above-mentioned time and place.
9/18,25/2026

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

Mayor

Lauren Evans, NCCMC

Town Clerk