

**THE ERWIN BOARD OF COMMISSIONERS  
JULY 2026 REGULAR MEETING  
THURSDAY, JULY 2, 2026 @ 7:00 P.M.  
ERWIN MUNICIPAL BUILDING BOARDROOM**

**AGENDA**

**1. MEETING CALLED TO ORDER**

- A. Invocation
- B. Pledge of Allegiance

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

**3. CONSENT**

*All items on Consent Agendas are considered routine, to be enacted on one motion without discussion. If a Board member or citizen requests discussion of an item, the item will be removed from the Consent Agenda and considered under New Business.*

- A. Special Called Budget Workshop Minutes on May 28, 2026 **(Page 2)**
- B. Regular Meeting Minutes on June 4, 2026 **(Page 9)**
- C. Harnett County Computer Support Agreement 2026-2027 **(Page 11)**
- D. Engineer on Call Service Agreement- WithersRavenel **(Page 17)**

**4. PUBLIC COMMENT**

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

**5. MANAGER'S REPORT**

**6. ATTORNEY'S REPORT**

**7. ADJOURNMENT**

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

**ERWIN BOARD OF COMMISSIONERS**

**BUDGET WORKSHOP MINUTES**

**MAY 28, 2026**

**ERWIN, NORTH CAROLINA**

The Board of Commissioners for the Town of Erwin with Mayor Baker presiding held its First Annual Budget Workshop for FY 2026-2027 in the Erwin Municipal Building Board Room on Thursday, May 28, 2026, at 9:00 A.M. in Erwin, North Carolina.

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

Board Member absent was Commissioner Timothy Marbell.

Town Manager Snow Bowden, Town Clerk Lauren Evans, and Finance Director Linda Williams were present.

Mayor Baker called the meeting to order at 9:10 A.M.

Commissioner McKoy gave the Invocation.

Finance Director Linda Williams led the Pledge of Allegiance.

**APPROVAL OF AGENDA**

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

**REVIEW OF MARCH 26, 2026 BUDGET WORKSHOP MINUTES**

The Town Board reviewed the minutes. These minutes will be placed on the consent agenda for the Regularly Scheduled Board Meeting in June.

**DISCUSSION OF PROPOSED FY 2026-2027 BUDGET**

Town Manager Snow Bowden informed the Board that this was a very scaled-back version of the budget in line with potential SB 889. He had to use the previous year's ad valorem base and based it on conservative numbers. It did include a 3-cent tax increase. A 5-cent increase would be better, but he felt he could make a 3-cent increase work. Since he did not know the current ad valorem, revenues may increase. He stated the Budget included a 3% COLA, but no other salary increases were included. The only capital purchases were two new police cars, which were being paid for through a fund balance transfer. He cut back everything he could; this budget basically covered everything we needed to operate.

## **MINUTES CONTINUED FROM MAY 28, 2026**

Discussion continued among the Board regarding the revenues.

### **Governing Board**

Town Manager Snow Bowden stated there was nothing new in the Governing Board budget.

Mayor Baker verified we were not putting any funds in contingency.

Town Manager Snow Bowden stated he would be looking at putting some funds in contingency in the final budget when he has clear numbers. He stated that he did include miscellaneous funds, breaking it down by individual sponsorships: \$1,500 for Shop with a First Responder, \$500 for Lion's Club Vision Ball, \$4,000 for Employee Recognition/Citizen of the Month Award/Event, and \$5,000 for Miscellaneous Sponsorships.

### **Administration**

Town Manager Snow Bowden stated there was a 3% COLA for all staff. Increased Health, Dental, and Vision. The only other difference was that the retirement rates went up. The computers discussed at our last budget workshop were cut from the proposal. No additional staff requested or additional raises.

### **Non-Departmental**

Town Manager Snow Bowden stated that the biggest change in Non-Departmental was that he cut \$10,000 from the HRA transfer, which was originally estimated at \$25,000; this was the money we transferred to our HRA that funds our employee benefits card. The balance in the HRA account was healthy currently, and with the transfer this year, he felt we would get by. He trimmed back contracted services and cut the sponsorship request from Harnett County Economic Development. Workers' Comp was lower this year. This was a bare bones budget; we were only funding what we needed to operate. He included funds for Town Events and may be able to add additional funds when he had clear numbers. He planned to bring stage options to the Board at our June Board Meeting.

The Board discussed the events that are important to Erwin.

The consensus of the Board was to focus on the two main events, Erwin's Community Day and the 4<sup>th</sup> of July Event, rather than having a concert series. We will continue with our Gospel Sing and Christmas Events as well.

Town Manager Snow Bowden stated we can always amend the Budget when we see the final numbers as well.

Commissioner Nelson stated that the Gospel Groups for the Gospel Sing in October have requested more money this year, if we can add that into the budget.

## MINUTES CONTINUED FROM MAY 28, 2026

### **Planning**

Town Manager Snow Bowden stated the biggest change in Planning was adding additional funds under Professional Services for the Engineer on Call. He changed the title of the Code Enforcement Officer to Code Compliance Officer. He slightly lowered the contracted services line item.

### **Powel Bill**

Town Manager Snow Bowden stated there is a list of streets he had planned to get to this year. This budget includes \$480,000 for street resurfacing and an ADA transition plan. There was also \$5,000 for patching potholes, stone, gravel, and miscellaneous materials for street maintenance.

Mayor Baker asked whether Powell Bill funds could be used for the drainage issue at Porter Park. It was a can that continuously gets kicked down the road.

Town Manager Snow Bowden stated that we were working through the grant for Porter Park. That was one of the sites TRC was looking at for the Stormwater Project.

### **Police Department**

Town Manager Snow Bowden stated that the biggest difference in this proposal from the last Budget Workshop was that he removed the two additional supervisor positions that were requested. This budget did not include any cuts, but it did include a 3% COLA for all full-time employees and two new Police cars.

Mayor Baker inquired about the vacant Corporal position and the software requests from the last Budget Workshop.

Town Manager Snow Bowden informed the Board that the Police Department was fully staffed, but the Corporal rank was vacant. He stated all the additional equipment was cut from this proposed budget.

Commissioner Byrd inquired about the vehicles the Town owned.

Town Manager Snow Bowden reminded the Board that they voted to replace two police cars each year so that we did not get behind.

**The consensus of the Board was to continue purchasing two police cars every fiscal year.**

### **Police SRO**

Town Manager Snow Bowden stated that the majority of this budget was reimbursed by Harnett County per the three-year contract we have.

## **MINUTES CONTINUED FROM MAY 28, 2026**

### **Fire Department (Contract)**

Town Manager Snow Bowden stated that this Budget was the contract we have with the Erwin Fire Department to lease our Town Employee to them. This budget included a 3% COLA for all 12 employees, the retirement rates are the same as a standard employee, and all costs are reimbursed 100% by the Erwin Fire Department.

### **Fire Department (Tax)**

Town Manager Snow Bowden stated that Chief Blackmon informed him of a typo in the fire tax, and he would ensure it was fixed before the final budget.

### **EPW Admin**

Town Manager Snow Bowden stated that this budget was for the general administration of Public Works. There was a request for a pressure washer, but it was not included in this budget. He brought it to the Board's attention that utility costs have increased.

### **EPW Streets**

Town Manager Snow Bowden stated this was the Department we discussed adding a position to, but it was cut from this budget. The Street Department had 4 positions; 1 of the 4 positions was currently vacant. He stated he did not include the requested lawn mower for HWY 421 in this budget, but he would like to find a way to purchase it if we can come up with the revenues. We also bill our street lights through this department.

Commissioner Blackmon asked why this Department was not funded through the Powell Bill. You could not fund it all, but you could fund part of the department from the Powell Bill. It would free up money in the general fund.

Commissioner Nelson asked how much the mower cost.

Town Manager Snow Bowden stated that the mower was \$16,000.

Commissioner Blackmon recommended purchasing the lawn mower with Powell Bill funds.

Mayor Baker stated he does not want any of our departments to need a piece of equipment for safety, and the Board not fund it because we did not look hard enough to find the funding. We could use part of the Powell Bill fund, but we needed to be cautious because that was what we used to pave our streets with.

Commissioner McKoy stated that K Street had been closed a long time. This was another issue we have been kicking down the road. We need to permanently close it or fix the issue.

Mayor Baker stated he has had conversations with Representative Pike, and he has requested 1.2 million dollars from the State's Budget to help Erwin repair K Street.

## **MINUTES CONTINUED FROM MAY 28, 2026**

### **EPW Sanitation**

Town Manager Snow Bowden stated there were no employees in this department, but this was the department where we bill our Sanitation contract with Liberty Waste and charge our Landfill tipping fees. Starting July 1<sup>st</sup>, Liberty will charge us \$7.92 per cart, but with the price of fuel, the pricing could increase. He is recommending that we charge \$8.50 per trash cart on our fee schedule to prepare for rising diesel costs.

Discussion continued among the Board.

The consensus of the Board was to put additional money in sanitation for diesel pricing. The Board directed Town Manager Snow Bowden to have a Plan A, which would keep the levy at \$.50, or Plan B with a \$.05 increase, depending on pending legislation.

### **EPW Stormwater**

Town Manager Snow Bowden stated that Stormwater was fully funded through the Stormwater fee. He provided the Board with an update on the Stormwater Management Plan. TRC was about 80% done with the plan, and he hoped to share the full Stormwater Management Plan with the Board soon. We will also present a Capital Improvement Plan to the Board to be funded through the Stormwater fee to help improve the ditches.

### **Recreation**

Town Manager Snow Bowden stated that Recreation was pretty standard. We did not discuss adding anything to this department. As for the land we acquired behind the park, he planned to apply for a PARTF grant to build a bathroom and parking area. Recreation Director Doug Stevens asked for a new lawn mower and truck, but he did not include funding for those items.

Commissioner Nelson asked if teams were sponsored, then why did we allocate funding for uniforms?

Town Manager Snow Bowden explained that we do not bring in enough money to cover everything.

Mayor Baker inquired about Danny B. West under contracted services.

Town Manager Snow Bowden stated that we use Danny B. West to pay our Officials for games. He kept it in the Budget because even though it is \$2,000, it was less work on Town Staff.

Finance Director Linda Williams explained that Danny B. West handles all the Officials and their 1099s, versus her having to do it and making sure they have all the tax documents that they need.

## **MINUTES CONTINUED FROM MAY 28, 2026**

### **Library**

Town Manager Snow Bowden stated that this department was a wash.

### **Community Building**

Town Manager Snow Bowden stated this department would be adjusted once the final numbers come in. He was considering transferring funds from the Fund Balance or our savings to remodel the kitchen in the Community Building.

### **Fee Schedule**

Town Manager Snow Bowden stated that when we set the rate for the garbage fee, fuel was a little bit lower. He planned to increase the fee for garbage in the final budget.

Mayor Baker recommended charging \$8.30 per trash cart to cover the cost of the cans and fuel surcharge.

*Commissioner Byrd left at 10:45 AM.*

Commissioner Blackmon recommended charging \$8.25 per trash cart and then a 5% surcharge or 2% admin fee.

Town Manager Snow Bowden stated there were minor increases in the fee schedule. The subdivision fees were increased. He added engineer cost fees for the Engineer on Call. He also increased the site plan fees, homes in floodplain fee, and the fees for the Planning Board/Board of Adjustments.

Mayor Baker stated he would like to require a traffic impact analysis study requirement for any large-scale developments on a Town-owned street at the cost of the developer.

Commissioner Blackmon stated we could charge for a driveway connection permit as well.

### **Final Comments**

Commissioner McCoy stated he agreed with everything said at the meeting. He stated this was non-budget-related, but he wanted the Board to know that he was at Town Hall the day prior, and that every time he came to Town Hall, it was pleasurable. We are so fortunate to have the employee we have with the Town of Erwin. He enjoys working with the Board. It was special to sit around the table with men and women to find common ground and come out being friends.

Commissioner Turnage stated he was hoping Plan A would work out, but if it doesn't, we have a good Plan B. We had a good group working for Erwin.

**MINUTES CONTINUED FROM MAY 28, 2026**

Commissioner Nelson stated he agreed with everything said. He encouraged the leaders to show up to the Town events.

Mayor Baker stated this was his 25<sup>th</sup> budget and the 1<sup>st</sup> time having a Plan A and Plan B. He stated that Town Staff was the Town's most valued asset. He did not feel there was any wasteful spending of taxpayers' money. He commended Town Manager Snow Bowden on a well-done budget. He stated he looked forward to what's to come.

**ADJOURNMENT**

Commissioner McKoy made a motion to adjourn at 11:10 A.M. and was seconded by Commissioner Turnage. **The Board voted unanimously.**

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

**ATTEST:**

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**Randy Baker**  
**Mayor**

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**Lauren Evans, NCCMC**  
**Town Clerk**

**ERWIN BOARD OF COMMISSIONERS**

**REGULAR MINUTES**

**JUNE 4, 2026**

**ERWIN, NORTH CAROLINA**

The Board of Commissioners for the Town of Erwin, with Mayor Baker presiding, held its Regular Meeting in the Erwin Municipal Building Board Room on Thursday, June 4, 2026, at 7:00 P.M. in Erwin, North Carolina.

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

Board Member absent was Mayor Randy Baker.

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

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

Commissioner McKoy gave the Invocation.

Commissioner Byrd led the Pledge of Allegiance.

**AGENDA ADJUSTMENT/APPROVAL OF AGENDA**

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

**CONSENT**

Commissioner Byrd made a motion to approve **(ITEM A)** Special Called Budget Workshop Minutes on March 26, 2026 **(ITEM B)** Regular Workshop Minutes on April 27, 2026 **(ITEM C)** Regular Meeting Minutes on May 7, 2026, which Commissioner Nelson seconded. **The Board voted unanimously.**

**NEW BUSINESS**

**BOA 2026-08**

Town Manager Snow Bowden stated that this was a standard budget amendment to move funds from the Erwin Public Works Streets Department to the Public Works Administration Department and the Non-Departmental budget to balance out the budget.

Commissioner Nelson made a motion to approve BOA 2026-08 and was seconded by Commissioner Byrd. **The Board voted unanimously.**

**MINUTES CONTINUED FROM JUNE 4, 2026**

**PUBLIC COMMENT**

No one was present to speak.

**MANAGER'S REPORT**

Town Manager Snow Bowden provided the Board with a detailed report at their seats. He stated that if they had any questions, they should give him a call.

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

**ATTORNEY'S REPORT**

Town Attorney Tim Morris thanked the Board for allowing him to be the Town Attorney.

**ADJOURNMENT**

Commissioner Byrd made a motion to adjourn at 7:02 P.M. and was seconded by Commissioner Nelson. **The Board voted unanimously.**

**MINUTES RECORDED AND TYPED BY**

**LAUREN EVANS TOWN CLERK**

**ATTEST:**

\_\_\_\_\_  
**Randy Baker**

**Mayor**

\_\_\_\_\_  
**Lauren Evans, NCCMC**

**Town Clerk**

STATE OF NORTH CAROLINA

**COMPUTER SUPPORT SERVICES AGREEMENT**

COUNTY OF HARNETT

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

WITNESSETH:

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

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

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

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

1. **Purpose.** The purpose of this Contract is to set forth the understandings and agreements of the parties regarding the computer support services to be performed by County for Town.
2. **Services Provided by County.** The County shall provide to Town, including its various commissions, agencies, and programs the following computer support services:

- A. Hosting, maintenance and support of Town staff 1-99 e-mail accounts @
  - a. Option 1 - \$15/mailbox/month basic email Microsoft 365. Includes:
    - i. Microsoft 365 Exchange Plan 1 and 2
    - ii. Email box storage space 100gb per user
    - iii. Daily backups of email data
    - iv. Barracuda SPAM filtering service
    - v. Barracuda Email archiving
    - vi. Security monitoring
  - b. Option 2 - \$22/mailbox/month E1 Microsoft 365. Includes:
    - i. All of basic email Microsoft 365 above

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TOWN:**

TOWN OF Erwin

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY:**

COUNTY OF HARNETT

By: \_\_\_\_\_

County Manager

**STATE OF NORTH CAROLINA**

**Contract Identification #25-0430**

**COUNTY OF HARNETT**

**MASTER AGREEMENT FOR ON-CALL  
PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES (“Agreement”) is entered into this the 10th day of July, 2025 (the “Effective Date”), by and between WithersRavenel, a North Carolina Corporation with its principal business offices located at 115 MacKenan Drive, Cary, NC 27511 (the “Professional”), and the **Town of Erwin**, a municipal corporation of the State of North Carolina, the “Town”. Town and Professional may collectively be referred to as “Parties” hereinafter.

**WITNESSETH:**

WHEREAS, the Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including: stormwater control, general government services, roadway and pedestrian facilities, and greenway facilities, which periodically require design, revision, engineering, evaluation, surveying, testing, and other related services}; and

WHEREAS, the professional services of {DESCRIBE SERVICES ... engineers, surveyors, and others} will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, Town issued a "Request for Qualifications for Engineering Services" dated April 3, 2025 (“RFQ”); and

WHEREAS, Professional was one of several firms responding to RFQ with a Proposal dated May 15, 2025 (“Proposal”) and is willing to provide the engineering services outlined and authorized under this Agreement and will serve on an on-call basis for each project /task order authorized under this Agreement; and

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement herein rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW, THEREFORE, in consideration of the foregoing recitals, and the premises and

mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound hereto, do contract and agree as follows:

**1. REQUEST FOR TASK ORDER.** Professional is qualified and able to provide one or more of the following specific categories of on-call services for the Town: design, revision, engineering, evaluation, surveying, and/or testing for stormwater control, roadway and pedestrian facilities, greenway facilities, and other related projects.

As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional may submit to the Town within the time specified a written Task Order describing the professional services to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a project scope, schedule, and fee schedule setting forth the fees for the scope of services.

**2. ACCEPTANCE OF TASK ORDER.** The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties; in the event of a conflict between the terms of the Task Order and this Agreement, this Agreement shall control unless the Task Order specifically notes the agreement of the parties that the conflicting term therein controls. If said Task Order is acceptable, the Town shall accept the same in writing by a duly authorized officer or agent of the Town. The Town and the Professional agree that such written acceptance may be provided by electronic mail.

**3. COMMENCEMENT AND COMPLETION OF SERVICES.** Professional shall commence and complete the work required by a Task Order as expeditiously as is in keeping with the applicable standard of care and will, consistent therewith, endeavor to commence and complete the work in accordance with the dates provided in the Task Order(s) as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to a Task Order until written authorization to proceed has been provided by the Town. If Professional has not commenced or completed the work on a schedule commiserate with the applicable standard of care, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies.

**4. PAYMENT OF SERVICES.** Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the approved Task Order. The Town has the right to require the Professional to produce for inspection all of Professional's records related to the Task Order, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. The Town shall

pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between the Town and Professional concerning the accuracy of said invoice or the services covered thereby, in which event the Town shall pay any undisputed amounts within thirty (30) days of receipt of said invoice and provide contemporaneously with such partial payment a written explanation of all bases upon which the remaining amounts were withheld. Adjustments to an invoice for billing errors may extend the time for payment.

**5. PROFESSIONAL STANDARDS AND DUTIES OF PROFESSIONAL.** Professional, in performance of its services, shall exercise the same degree of care, skill, and judgment as is ordinarily provided by a similar professional providing the same or similar services under the same or similar circumstances in the same or similar location at the time the services in question are performed by Professional.

**6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.** In the event a Task Order includes construction observation services by the Professional, Professional shall be responsible for determining that the construction actually observed by the Professional is in general conformity with the quality level specified and the plans and specifications. Town agrees that such observation of construction work or documents by Professional shall not relieve any contractor from liability in regard to its duty to comply with the standards for the Project, shall not give rise to a claim against Professional for a contractor's failure to comply with the applicable plans, specifications or standards, and that Professional is not responsible for the means, methods, sequencing, safety, or other operations of any contractor.

**7. TIME AND COST ESTIMATES.** Professional's cost estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications, and shall represent Professional's judgment as an experienced professional familiar with projects of the type described in the Task Order. Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's judgment as an experienced professional familiar with projects of the type described in the Task Order. Professional has no control over the resources provided by construction contractors to meet contract schedules, nor over the amount or reasonableness of bids or actual construction costs, and the Professional cannot and does not guarantee the proposals, bids or actual costs or schedules will not vary significantly from opinions of probable costs or time prepared by it. If at any time the Town wishes greater assurances as to schedules or the amount of any costs, it shall employ an independent cost estimator, scheduling consultant, or other third party to make such determination.

**8. INDEMNIFICATION.** To the extent permitted by law, the Professional agrees to indemnify and hold-harmless the Town, its elected and appointed officials, and employees against any and all losses, including all costs connected therewith, for any damages which may be recovered against or from the Town, its elected or appointed officials, or employees by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, resulting from the negligence of the Professional.

**9. APPLICABILITY OF LAWS AND REGULATIONS.** Consistent with the applicable standard of care, the Professional shall adhere to all applicable laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Harnett, and the Town, in the

performance of the services required by a Task Order. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina with jurisdiction and venue in the state courts of Wake County and all parties hereby consent to the jurisdiction and venue of such courts.

**10. E-VERIFY COMPLIANCE.** The Professional shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Professional shall require all of the Professional's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

**11. OWNERSHIP OF DOCUMENTS.** Upon full payment for the Professional's services, the Town, and not the Professional, will acquire, enjoy and retain ownership and intellectual property rights in all materials specifically prepared by the Professional in performance of its services under a Task Order (the "Work Product"); provided, however, that any modification to the Professional's Work Product or use of the Work Product for any purpose other than in connection with the project for which the Work Product was created shall be at the sole risk of Town; and provided further that Professional shall have the right to continue using any standard or pre-existing details, forms, formats, data, graphics or the like incorporated into any Work Product.

**12. INSURANCE.** The Professional shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$1,000,000, and provide certificates of such insurance naming the Town as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the Professional's insurance shall be primary and non-contributory to other insurance. Additionally, the Professional shall maintain and show proof of workers compensation and employer's liability insurance in the minimum amount of \$1,000,000; and shall show proof of professional liability coverage in a minimum aggregate amount of \$2,000,000. The Professional shall provide notice of cancellation, non-renewal or material change in coverage to the Town within ten (10) days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Professional to have sufficient insurance nor the requirement that the Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

**13. DEFAULT.** In the event of substantial failure by Professional to perform in accordance with the terms of a Task Order, the Town shall have the right to terminate such Task Order upon seven (7) days written notice if Professional has failed to commence reasonable efforts to cure such failure within the seven (7) days after receipt of written notice, in which event Professional shall have neither the obligation nor the right to perform further services under the terminated Task Order.

**14. TERMINATION FOR CONVENIENCE.** The Town shall have the right to terminate a Task Order for the Town's convenience upon thirty (30) days written notice to Professional. Professional shall terminate performance of services under the Task Order on a schedule

acceptable to the Town, provided that in no event shall Professional be required to perform services after the effective date of termination. In the event of termination for convenience, the Town shall pay Professional for all services performed in accordance with the terms of the Task Order prior to the effective date of termination.

15. **NOTICE.** Any formal notice, demand, or request required by or made in connection with this Agreement or any Task Order shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO PROFESSIONAL:  
WithersRavenel, Inc.  
Attn: Dori Sabeh, PE, GISP  
137 S Wilmington Street, Suite 200  
Telephone: 919-678-3817  
Email: [dsabeh@withersravenel.com](mailto:dsabeh@withersravenel.com)

With a copy to: C. Chan Bryant, P.E. Chief Risk Officer

TO Town:

ATTN: Town of Erwin, North Carolina  
PO Box 459 Erwin, NC 28339  
Telephone: {910-897-5140  
e-mail: [townmanager@erwin-nc.org](mailto:townmanager@erwin-nc.org)

With a Copy to: Snow Bowden, Town Manager

Town  
ATTN: Snow Bowden  
ADDRESS PO Box 459 Erwin, NC 28339  
Telephone: PHONE 910-897-5140  
e-mail: [townmanager@erwin-nc.org](mailto:townmanager@erwin-nc.org)

16. **DELAY BEYOND THE CONTROL OF THE PARTIES.** Neither Professional nor Town shall be in default of any Task Order or the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall include, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. **NONWAIVER FOR BREACH.** No breach or non-performance of any term of this Agreement or any Task Order shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties, and no such waiver of any breach or non-performance shall be deemed to constitute a waiver of any other or subsequent breach or non-performance.

**18. CONSTRUCTION.** Should any portion of this Agreement or any Task Order require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

**19. DURATION OF AGREEMENT.** The initial term of this Agreement shall be a period of one year from the Effective Date, with the Town having the option to extend the Agreement for two (2) one-year extension periods.

**20. SEVERABILITY.** In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

**21. COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

**22. MODIFICATION.** This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed by both parties.

**23. BINDING EFFECT.** The terms of this Agreement shall be binding upon the parties and their successors and assigns.

**24. ASSIGNMENT.** Professional shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town, which may be withheld in the sole and absolute discretion of the Town. Nothing contained in this paragraph shall prevent Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

**25. INDEPENDENT CONTRACTOR.** Professional is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement and any Task Order as an independent contractor. Professional shall be wholly responsible for the methods, means and techniques of performance. Professional's work does not include any supervision or direction of the work of any other person or entity or their employees or agents (except to the extent such person or entity was actually retained by Professional), and Professional's presence shall in no way create any liability on behalf of Professional for failure of others, their employees or agents to properly or correctly perform their work.

**26. NON-APPROPRIATION.** Notwithstanding any other provisions of this Agreement, the parties agree that payments due from the Town hereunder and under any Task Order are from appropriations and monies from the Town Board and/or other governmental entities, by and through the Town. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement and Task Orders issued in connection herewith for any fiscal year, the Town may terminate this Agreement and any open Task Orders immediately

without further obligation of the Town except with respect to payment of Professional for work performed through the date of termination.

27. **IRAN DIVESTMENT ACT.** N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

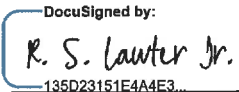
In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 10th day of July, 2025.

**Professional**

**Town of Erwin**

Name: R.S. (Butch) Lawter, Jr. P.E.  
WithersRavenel, Inc.


Shirley Bowden / Town manager  
NAME / TITLE

By:   
(Signature)

By: Shirley Bowden  
(Signature)

Title: Senior Delivery Officer / Vice President

Company: WithersRavenel, Inc.

Attest:   
(Secretary, if Corporation)

Attest: Shirley Bowden  
NAME/TITLE



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

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

**RECITALS**

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

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

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

**AMENDMENT**

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

- 1. Extension of Term. The Agreement is hereby amended to extend the term for one (1) additional one-year period beyond the original one-year term. Unless earlier terminated as provided in the Agreement, the Agreement shall now remain in full force and effect through July 9, 2027.
- 2. No Other Changes. Except as expressly amended herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

TOWN OF ERWIN

By: \_\_\_\_\_  
Name: Snow Bowden  
Title: Town Manager  
  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

WITHERSRAVENEL, INC.

DocuSigned by:  
*R. S. Lawter, Jr.*  
-----  
R. S. Lawter, Jr.  
Senior Delivery Officer  
  
6/26/2026  
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DocuSigned by:  
*Chan Bryant*  
-----  
C. Chan Bryant, P.E.  
Senior Vice President / Corporate Secretary