



AGENDA
TOWN OF STOKESDALE
REGULAR TOWN COUNCIL MEETING
8325 ANGEL-PARDUE ROAD
STOKESDALE, NC 27357
JANUARY 12, 2023 AT 7:00 PM

Available Venues to Watch/Attend:

- a) Attend in Person at Stokesdale Town Hall in Council Chambers at 7 PM
 - b) View Live Stream on Town of Stokesdale's YouTube Channel at 7 PM:
https://www.youtube.com/channel/UC1tJH7T0Q_56F_EDH6wljiA/live
 - c) View & Participate (Citizen Comments) Virtually via Zoom at 7PM:
<https://us02web.zoom.us/j/82974910404?pwd=RXdHNmVXRlAzBG9qSWdGZkNqWk1mZz09>
Meeting ID: 829 7491 0404
Passcode: 247041
One-Tap Mobile: 1-301-715-8592
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- 1. Call to Order, Pledge of Allegiance, and Invocation.
- 2. Review and Adopt the Agenda.
- 3. Review and Adopt the Minutes: November 9, 2021 Regular Town Council Meeting; October 13, 2022 (Closed Session-continued from December).
- 4. Public Safety Reports:
 - a) Stokesdale Fire Department
 - b) Guilford County Sheriff's Office
- 5. Administrative Reports:
 - a) Administrative Report:
 - b) Planning Board:
 - c) Events Committee:
 - d) Property Committee:
 - e) Town Park Improvement Committee:
- 6. Financial Reports:
 - a) Finance/Budget Officer: Kimberly Thacker
- 7. Citizen's Comments from the Floor (3-Minute Limit per Speaker).

OLD BUSINESS:

8. **Resolution for Guilford County to Provide Sheriff Deputy Traffic Control for First Week of School at Stokesdale Elementary.**
9. **Consideration of a Certification of Municipal Declaration to Enact Speed Limits and Request for Concurrence for a speed limit reduction from 35 mph to 25 mph on Adano Road and Athens Road. (Continued from November)**

NEW BUSINESS:

10. **Discussion and Adoption of 2023 Health Reimbursement Arrangement.**
11. **Discussion of Separation of Duties Policy.**
12. **Consideration of a Resolution Consenting to the Addition of Streets within North Ridge Phase 4 Subdivision. (NCDOT)**
13. **Proposal to extend lawn care contract with Excellence Lawn Care for 1 year at the same terms and conditions.**
14. **Consideration of Budget Amendment #2 for FY 2022-2023 and to create line item for Emergency Water Repairs.**
15. **Consideration of Applying for credit line increase for the Town's credit card.**
16. **Consideration of a request to move funds from 60300 Legal Professional -Attorney to 60200 Audit.**
17. **Discussion on Town of Stokesdale's IT contract.**
18. **RFP/RFQ Discussion and Potential Vote on Town Park and Town Water System Potential Capital Projects.**
19. **Citizen's Comments from the Floor (3-Minute Limit per Speaker)**
20. **Closed Session in accordance with § 143-318.11. Closed sessions.**
 - (a) Permitted Purposes. - It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required.
 - (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.
21. **Council Comments.**
22. **Adjournment.**

ANNOUNCEMENTS:

- **The Town of Stokesdale Town Planning Board will hold a meeting on January 26, 2023, at 7:00 PM inside the Town Hall Council Chambers, located at 8325 Angel Pardue Road, Stokesdale, NC 27357.**
- **The Town of Stokesdale Town Council will hold a regular meeting on February 09, 2023, at 7:00 PM inside the Town Hall Council Chambers, located at 8325 Angel Pardue Road, Stokesdale, NC 27357.**

MINUTES
TOWN OF STOKESDALE
REGULAR TOWN COUNCIL MEETING
8325 ANGEL PARDUE ROAD
STOKESDALE, NC 27357
NOVEMBER 9, 2021 AT 7:00PM

Member's present: Mayor John Flynt, Mayor Pro-Tem Thearon Hooks, Councilman Jimmy Landreth, Councilman Derek Foy, Councilman Jim Rigsbee, Town Attorney Tom Medlin, Interim Town Clerk Dale Martin, Finance and Budget Officer Kim Thacker, Guilford County Planner Oliver Bass, Deputy Clerk Robin Yount

1. Call to Order, Pledge of Allegiance, and Invocation.

Mayor John Flynt called the meeting to order and led the Pledge of Allegiance. Randy Southard delivered the invocation.

2. Review and Adopt the Agenda.

Mayor John Flynt made a **Motion** to adopt the agenda as presented. Mayor Pro Tem Thearon Hooks seconded the motion.

Vote:

Ayes: Mayor Pro Tem Thearon Hooks, Councilman Jimmy Landreth, Councilman Derek Foy, Councilman Jim Rigsbee, Mayor John Flynt

Noes: None

3. Review and Approve Minutes: August 24, 2021 (Closed Session), September 9, 2021 (Closed Session), October 21, 2021 Special Called Meeting.

Mayor John Flynt made a **Motion** to approve the August 24, 2021 (Closed Session) minutes as presented. Councilman Jimmy Landreth seconded the motion.

Vote:

Ayes: Mayor Pro Tem Thearon Hooks, Councilman Jimmy Landreth, Councilman Derek Foy, Councilman Jim Rigsbee, Mayor John Flynt

Noes: None

Mayor John Flynt made a **Motion** to approve the September 9, 2021 (Closed Session) minutes as presented. Councilman Jimmy Landreth seconded the motion.

Vote:

Ayes: Mayor Pro Tem Thearon Hooks, Councilman Jimmy Landreth, Councilman Derek Foy, Councilman Jim Rigsbee, Mayor John Flynt

Noes: None

Mayor John Flynt mad a **Motion** to approve the October 21, 2021 Special Called Meeting minutes as presented. Councilman Jimmy Landreth seconded the motion.

Vote:

Ayes: Mayor Pro Tem Thearon Hooks, Councilman Jimmy Landreth, Councilman Derek Foy, Councilman Jim Rigsbee, Mayor John Flynt

Noes: None

4. Public Safety Reports: Fire Department.

Fire Chief Todd Gauldin reported for the month of October a total of 73 calls. There were 37 fire related calls and 36 rescue calls. Cold weather tips are to make sure your chimneys are clean and check your wood stoves. Be sure to use the correct fuel for kerosine heaters. Be sure to vent release and make sure there are no combustibles nearby.

5. Administrative Reports:

Administrative Report from Interim Town Clerk:

Town Clerk Dale Martin reported 8 meters were sold and installed this month, 27 applications for transfer of water service and 44 meters have been put on hold for builders. We had 97 (811) calls and 659 water bills mailed out. There are issues with the unit in the heating and air in the lobby and Stokesdale Heating and Air have been contacted.

a) Planning Board:

None presented

b) Events Committee:

Councilman Derek foy announced the Christmas parade will be on December 11th and the parade committee will continue to work on coordinating the event. There will be some food trucks, vendors, and live music. We currently have three sponsors so far.

c) Property Committee:

Councilman Jim Rigsbee reported that the mulch has been spread at Town hall and that some trees have been trimmed along the path to the park.

6. Financials: Finance/Budget Officer: Kim Thacker

Finance and Budget Officer Kim Thacker presented the October financial report for both the General Fund and Water Enterprise fund. Mrs. Thacker noted that the audit is almost complete. Mrs. Thacker has received the preliminary report to review from Mr. Rouse and everything should be completed by the end of the week.

7. Citizen's Comments from the Floor (3-minute Limit per Speaker)

None presented.

PUBLIC HEARINGS:

8. PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION CREATING A TOWN OF STOKESDALE FIRE SERVICE DISTRICT.

Jim Albright, Guilford County Fire Marshal stated that he briefed the Council in September on the County's request to consider approval of a service district overlay of the existing Stokesdale Fire Protection District in Guilford County. It is the intent of the County to levy a tax on the Rural Fire Protection Service Districts beginning in FY 2023 and to zero out the Fire Protection Districts; however, they will remain. In FY 2022 they began the process with Colfax and Deep River Service Districts that are only taxed into those service districts and no longer taxed in the Rural Fire Protection Districts.

Mayor Pro Tem Thearon Hooks asked what the negatives were. Mr. Albright stated that you will lose the cap in the service district however the approval process remains the same.

Mr. Albright also stated they have service districts in all districts in the County except Stokesdale and one other. All funds generated out of the service district will be used in the service district just as it's done now. Out of 19 County Fire Departments and 2 Municipal Fire Departments that serve the County they have a total of 25 contracts and 23 of those contracts have service districts.

Mayor John Flynt noted an item in the resolution and asked if anyone has opted out of the this agreement. Mr. Albright noted that no one has opted out of the agreement.

Councilman Jim Rigsbee asked if the fire department could initiate an increase or would the County initiate the increase. Mr. Albright stated that any increase would go through the fire districts then go through an approval process with the County.

Mr. Albright stated that as of now those people who have a fire protection layer and a service system layer, it is dual listed on their tax statement. Each of these layers are charged individually.

Councilman Derek Foy ask Mr. Albright to confirm that the funds being collected in the fire district needed to be spent in the fire district. He then asked how do we tract and segregate the funds with both Guilford County and Rockingham County customers.

Mr. Albright stated that we collect from Guilford County from the Guilford County Tax Department, and we collect from Rockingham County from the Tax Department for those in that county. Nothing that we are doing tonight has any impact on what is happening in Rockingham County.

Councilman Jimmy Landreth asked if the tax rate is the same in Rockingham County as Guildford County.

A citizen (name unknown) asked if the taxes are based on the property and if the property taxes are going up then why do we need more taxes. Mr. Albright stated it was the same in both counties. Mr. Albright explained this was not an approval to increase taxes in a district. It is a mechanism in which the taxes are collected.

Councilman Derek Foy stated he still does not understand how funding is going to be tracked and collected. Mr. Albright explained that the dollars that are generated are specific to the district and the Stokesdale Fire District. Those dollars are then budgeted to the Stokesdale Fire Department and those budgeted dollars are then distributed to the Stokesdale Fire Department on a regular monthly basis as they are collected. At the end of the year when excess dollars are collected then they will remain in Fund Balance and those Fund Balances are then given to the Fire Districts they were collected from.

Councilman Derek Foy asked if with this new layer would be required by the auditors to be separated and tracked because you have a Guilford County layer and a Stokesdale layer which will also pull from Rockingham County.

Mr. Albright explained that there is an independent audit every year and the auditors have never found an issue. Stokesdale will be getting the same funds but just under a different name.

Councilman Jimmy Landreth noted that a lot of citizens will question the fairness issue with no cap in Stokesdale and Rockingham County has a cap. Councilman Landreth stated this will be a vote for the County Commissioners and they will have to send notices to the property owners to have a hearing and thinks a notice should have gone out for the meeting tonight. Once this is voted on then it is done and can't be changed.

Mr. Albright stated that he does not have the legal expertise to address this, but it is correct that under the General Statute an action by the Board of Commissioners is required.

Tom Medlin, Town Attorney stated he will have to research and report back to the Board.

Mayor Pro Tem Thearon Hooks stated that he believes we are getting Rockingham County and Guilford County funds now and asked Mr. Gauldin of the Fire Department to confirm if we can go anywhere in Rockingham County as needed.

Mr. Gauldin confirmed that we do have a Mutual Aid agreement if they need help then Stokesdale Fire Department can go anywhere in the County.

Mayor Pro Tem Thearon Hooks asked what the downside would be. Mr. Albright stated that the town has a statutory ceiling on taxation for fire protection and with this particular action then this ceiling goes away.

Councilman Derek Foy noted that all the rural fire districts receive a cut of the sales tax distribution from Guilford County and asked if that is a statutory requirement that Guilford County do this and will they continue to do this? Mr. Albright stated that the sales tax distribution choice from Guilford County is to distribute in such a way that all taxation districts receive a portion.

Councilman Derek Foy asked if the districts are guaranteed to continue to receive taxes. Mr. Albright stated that they cannot unless they change the distribution method or if the distribution method was changed by the General Assembly.

Mark Richardson, Rockingham County Commissioner - asked if there will be different levels of service for Rockingham County and Stokesdale. Mr. Albright stated no and that it's looked at as one district for both. There are equal levels of protection regardless of the address of the residence.

A citizen (name unknown) stated that Oakridge and Summerfield do not have a water system and asked if they receive water from Stokesdale. Fire Chief Gaulden said that in an emergency we have always helped our neighbors. The Fire Department does not own the water system, it belongs to the town and the town has always been gracious to make sure we help them if needed.

Commissioner Richardson asked if the Fire District is short of money. Fire Chief Gaulden states that they have historically been fiscally conservative and maintain a responsible fund balance.

Mayor John Flynt stated in a previous conversation Rockingham County Commissioner Mark Richardson projected a growth of 2800 new homes within the Roy Carroll Property. Mr. Richardson stated he was not at liberty to comment.

Mayor Flynt stated there is going to be significant growth in both counties including industrial space and Rockingham County is bringing in water and sewer in this area and over the next few years you will need additional fire protection.

Councilman Jim Rigsbee stated that we are not doubling out taxes but are getting rid of one and replacing it with another one without the cap. The question is do we want to get rid of the cap and do we trust our Fire Department to spend the money wisely. Do we have any oversight in the spending?

Mayor John Flynt noted this does have to be approved by the commissioners and they have been good stewards of the money. All 19 Fire Departments will be operating the same way and everyone will be equal.

Councilman Derek Foy asked if Guilford College Fire Department still existed. Mr. Albright stated that the Fire Department is now contracted with the City of Greensboro.

A citizen (name unknown) asked about the 1.5 million set aside which includes funding for a new truck. Mayor John Flynt explained they have a "New Truck Fund" set aside in a separate fund.

Another citizen (no name) commented that Chief Gauldin and the Fire Department have done an excellent job and he is proud of all that they have accomplished but he believes they need to keep the CAP.

Randy Braswell stated that a lot of people here tonight were not here the first time the Overlay District was presented to the Town Council. The efforts of several people allowed the General Statue to change so the citizens could vote on this. Mr. Braswell said that according to the General Statue you must let the citizens vote to increase the CAP. Mr. Braswell stated that when he was on Council he could not vote for the overlay because the General Statue says that the citizens must vote. Mr. Braswell asked the Mayor and Council to do the right thing and let the people vote.

Councilman Jimmy Landreth would like to confirm that all the taxpayers received a public notice and would like to ensure everyone is aware and can speak. Councilman Landreth noted that we have one of the best Fire Departments and he does not see a problem if they need funding but he would still like to see limits and CAPs and to see the notices go out to the taxpayers.

Dale Martin, Town Clerk read a statement from Mr. Tim Jones stating that he supports adequate funding for the Stokesdale Fire Department and expressed his appreciation for the professional job they do. He noted the proposal is for an uncapped second fire tax at a time when the current fire district tax has 50% remaining on it before the legislative limit of 15 cents per \$100 is reached. He noted that the resolution before Council does not include Rockingham County. He questioned the timing of this request and that citizens have not had ample time to study the issue and requested that Council delay this agenda item until such time that all questions and concerns have been answered.

Mayor John Flynt closed the public hearing and read the Resolution of Agreement Regarding Stokesdale Fire Service District Resolution.

No. R-2021-__

RESOLUTION OF AGREEMENT REGARDING STOKESDALE FIRE SERVICE DISTRICT

WHEREAS, the Stokesdale Fire Protection District ("the Stokesdale FPD") is a special tax district established November 9, 1954 pursuant to N.C.G.S. Chapter 69, Article 3a, to fund the provision of fire protection to properties within the RFPD;

WHEREAS, the Stokesdale FPD is comprised only and entirely of properties now within the municipal limits of the Town of Stokesdale ("Town");

WHEREAS, N.C.G.S. Chapter 153A, Article 16, Part 1 (County Service Districts), authorizes counties to define service districts to finance, provide, or maintain certain services, facilities, and functions, including fire protection,¹ for the service district in addition to or to a greater extent than provided for the county as a whole;

WHEREAS, pursuant to that authority, Guilford County ("County") has established fire service districts, typically overlaying existing rural fire protection districts, for all portions of Guilford County for which County, rather than a municipality, provides fire protection, except for the Kimesville and the Town of Stokesdale, to create a more modern, flexible, and efficient method to fund and provide fire protection in Guilford County;

WHEREAS, County proposes to create a Stokesdale Fire Service District ("Stokesdale FSD") overlaying the Stokesdale FPD and matching the boundaries of the Town, pursuant to N.C.G.S. Chapter 153A, Article 16, Part 1;

WHEREAS, creating a Stokesdale FSD requires following the process set out in N.C.G.S. §153A-302, including a public hearing before County's Board of Commissioners;

WHEREAS, under N.C.G.S. §153A-302(a), "territory lying within the corporate limits of a city ... may not be included unless the city ... agrees by resolution to such inclusion;" and

WHEREAS, the Stokesdale Town Council finds that the creation of the Stokesdale FSD is in the best interest of the Town and its citizens and therefore supports the creation of the Stokesdale FSD and including within it territory lying within the Town's corporate limits;

NOW, THEREFORE, THE STOKESDALE TOWN COUNCIL RESOLVES that:

1. Pursuant to N.C.G.S. §153A-302(a), the Town Council agrees to the inclusion of the territory lying within and constituting the Town of Stokesdale (as it may be comprised at the time of the creation of the Stokesdale Fire Service District) in the Stokesdale Fire Service District.
2. This agreement shall remain in effect unless modified or terminated by further action of the Town Council.

ADOPTED the ___ day of November, 2021.

Mayor John Flynt made a **Motion** to adopt a Resolution of Agreement regarding the Town of Stokesdale Fire Service District as presented. Mayor Pro Tem Hooks seconded the motion.

¹ As used herein, fire protection also includes emergency medical and rescue services.

Councilman Derek Foy asked why they think it would make it a more modern, flexible, and efficient method to providing fire protection.

Mayor John Flynt stated that because any request for a change in rate will go to the County Commissioners. The board does an annual detailed budget and looks at the expenditures from the previous year. Mayor Flynt noted that it took 60 years to get to 10 cents and he trusts the Fire Department. The Commissioners will require every Fire Department to show a need and have the financial resources to pay for it. Stokesdale Fire Department has a tremendous reputation of looking after the citizens and we need to make sure they have the proper equipment and manpower to provide the town the best service possible.

Councilman Jimmy Landreth stated that we should have sent out a notice to all the property owners that will be affected so they can speak. These people do not have a clue what is going on. This is not against the Fire Department. Councilman Landreth noted he is just uncomfortable to vote on this with only a weeks' notice to the citizens.

Rockingham County Commissioner Mark Richardson asked for a point of order regarding Mayor John Flynt's eligibility to vote. Mr. Richardson note that Mayor Flynt sits on the Board of the Fire Department and is now voting for funds for the Fire Department and asked if this creates a conflict of interest.

Tom Medlin, Town Attorney stated this is not a resolution for funds or a tax. It is also not a gain for anything or anyone who sits on the board. The resolution is a mechanism of on how this could be generated and he does not see this as a conflict of interest.

Mayor Flynt then called for a vote.

Vote:

Ayes: Mayor Pro Tem Thearon Hooks, Mayor John Flint.

**Noes: Councilman Jim Rigsbee, Councilman Derek Foy, Councilman Jimmy Landreth,
MOTION FAILED**

Mayor Flynt called a recess at 8:36 pm. The meeting reconvened at 8:44 pm

- 9. REZONING CASE NUMBER 21-09-STPL-08259: 8370 PRINCE EDWARD ROAD:** This is a request to rezone property from AG, Agricultural to RS-40, Single-family Residential. Located on a portion of property at 8370 Prince Edward Road, Guilford County Tax Parcel 221900 (part), Stokesdale NC. Portion to be rezoned is adjacent to Northridge Subdivision near Backridge Drive, approximately 12.77 acres. Applicant: Richard S. Carraway.

Mayor John Flynt introduced the rezoning case and deferred to Mr. Oliver Bass, Guilford County Planner for the Staff Report. Mr. Bass stated that this is a request to rezone the property at 8370 Prince Edward Road. The subdivision is approximately 12.7 acres owned by Richard Carraway. The request is to rezone from AG Agricultural to RS-40, Single Family Residential. This case

was submitted at the November Planning Board meeting. A minimal lot size of 40,000 square feet is desired. It is consistent with the Stokesdale Land Use Plan for residential uses and therefore staff recommends approval along with a recommendation for approval by the Planning Board.

Mayor Flynt declared the Public Hearing open.

In Favor:

Steve Carraway, 8380 Prince Edward Rd., Stokesdale, NC— petitioner for this request. He requested approval of the project and made himself available for questions.

Brent Sievers, Fleming Engineering, Triad Drive, Colfax, NC – Engineer for the project and asked for support of the project. He made himself available for questions.

Opposed:

None presented.

Be no additional speakers, Mayor Flynt closed the public hearing.

Councilman Derek Foy made a **Motion** to approval the rezoning for Case #21-09-STPL-08259, 8370 Prince Edward Road from AG, Agricultural to RS -40, Single-family residential. The request is consistent with the Stokesdale Land Use Plan, Staff recommends approval, and the Planning Board recommends approval.

Mayor Pro Tem Hooks seconded the motion.

Vote:

Ayes: Mayor Pro Tem Thearon Hooks, Councilman Jimmy Landreth, Councilman Derek Foy, Councilman Jim Rigsbee, Mayor John Flynt

Noes: None

Motion carried.

OLD BUSINESS

10. Consideration of a Proposal from Stokesdale Heating & Air Conditioning to replace HVAC units at Town Hall.

Councilman Derek Foy made a **Motion** to continue this matter until the December meeting. Councilman Landreth seconded the motion

Vote:

Ayes: Mayor Pro Tem Thearon Hooks, Councilman Jimmy Landreth, Councilman Derek Foy, Councilman Jim Rigsbee, Mayor John Flynt

Noes: None

11. Consideration of a Proposal to Clean Up front of Town Hall and install netting to prevent birds from nesting along the ceiling. (Tabled from August 12, September 9, October 14)

Council expressed concerns about the nets, how they would look and how long they would last. It was suggested that Council and staff continue to look for alternatives.

NEW BUSINESS

12. Consideration of an Interlocal Agreement between the Town of Stokesdale and the County of Guilford for the Provision of Animal Shelter and Control Services.

Mayor Flynt introduced the Interlocal Agreement and added that this is a renewal of the agreement we have for animal control services by Guilford County in the amount of \$16,000.

Mrs. Kim Thacker stated that the Town budgeted \$15,500, however, the invoice is for \$16,772 and noted that a budget amendment would be needed.

Councilman Foy made a **Motion** to renew agreement as presented. Councilman Landreth seconded the motion

Vote:

Ayes: Mayor Pro Tem Thearon Hooks, Councilman Jimmy Landreth, Councilman Derek Foy, Councilman Jim Rigsbee, Mayor John Flynt

Noes: None

Town Attorney Tom Medlin reminded Council that the budget amendment and pre-auditing the expenses would be needed prior to signing the agreement.

Mrs. Thacker stated that a budget amendment is needed in the amount of \$1,272.00.

Mayor Flynt made a **Motion** to amend the budget in the amount of \$1,272.00. Councilman Rigsbee seconded the motion.

Vote:

Ayes: Mayor Pro Tem Thearon Hooks, Councilman Jimmy Landreth, Councilman Derek Foy, Councilman Jim Rigsbee, Mayor John Flynt

Noes: None

13. Discussion on removing water meters on abandoned property.

Mayor Flynt read a statement he prepared after receiving a request to remove an abandoned meter that is currently being billed the \$25 customer service fee even though the water has been turned off. He noted that the water was last used in 2017 and the customer continued to pay the customer service fee until July 2020 and is now asking that the meter be removed, and the fee be waived. Mayor Flynt stated that the Town has no policy in place for the removal of a water meter. He asked if Council wanted to consider such a policy whereby the property owner would bare the expense of removing the abandoned meter and further sign a statement that if a meter were ever installed on the property in the future, the cost would be the current rates in place at the time the meter is installed.

After a lengthy discussion siting various scenarios with rental property and other situations, the Council decided to take no action on this item at the time and revisit the issue in the near future.

14. Discussion and Consideration on Low Income Household Water Assistance Program administered by Guilford County DSS.

Town Clerk Dale Martin referenced information received from Guilford County in regard to a new program that provides assistance to low income families with paying utility bills.

Mayor Pro Tem Hooks made a **Motion** to approve an agreement with Guilford County Department of Health and Human Services, Low Income Household Water Assistance Program (LIHWAP) Water and Wastewater Vendor Agreement. Mayor Flynt seconded the motion

Vote:

Ayes: Mayor Pro Tem Thearon Hooks, Councilman Jimmy Landreth, Councilman Derek Foy, Councilman Jim Rigsbee, Mayor John Flynt

Noes: None

15. Review and Adoption of the 2022 Town of Stokesdale Meeting Schedule.

Mayor Flynt made a **Motion** to approve the 2022 Town Council meeting schedule as presented. Councilman Foy seconded the motion

Vote:

Ayes: Mayor Pro Tem Thearon Hooks, Councilman Jimmy Landreth, Councilman Derek Foy, Councilman Jim Rigsbee, Mayor John Flynt

Noes: None

16. Comments from Council.

Councilman Rigsbee referenced the earlier discussion regarding the Fire Service District and stated that he was concerned that the public has not had sufficient time to study it. He pledged his support of the Fire Department and for more public involvement in this matter.

Councilman Foy thanked all the Veterans in attendance tonight.

Councilman Landreth thanked Mayor Flynt and Mayor Pro Tem Hooks for their service as this is their last regular meeting before the new Council is sworn in.

Mayor Pro Tem Hooks stated that it has been a good experience, and not always easy when you are dealing with people. He enjoyed his time and watching the town grow. He also thanked everyone in attendance.

Mayor Flynt stated that it has been a privilege to serve. He challenged the Council to continue to advocate for our citizens and to not back down from doing the right thing. He thanked all the staff and Mr. Medlin for their efforts and hard work.

17. Announcements:

a) Planning Board Meeting Thursday, December 18th at 7pm at Town Hall

b) Town Council Meeting Thursday, December 9th at 7 pm at Town Hall

18. Adjournment.

Mayor Flynt made a **Motion** to adjourn the meeting. Mayor Pro Tem Hooks seconded the motion.

Vote:

Ayes: Mayor Pro Tem Thearon Hooks, Councilman Jimmy Landreth, Councilman Derek Foy, Councilman Jim Rigsbee, Mayor John Flynt

Noes: None

Being no further business to come before the Council, the meeting adjourned at 9:37 PM.

Approved: _____

Michael E. Crawford, Mayor (at time of signing)

ATTEST:

Dale Martin, Town Clerk

Town of Stokesdale
Balance Sheet
Dec-22

| | Total | Interest % | Mature Date |
|---|------------------------|------------|------------------|
| ASSETS | | | |
| Current Assets | | | |
| Bank Accounts | | | |
| American Rescue Plan Act (ARPA) - Fidelity Bank -7869 | 723,965.00 | 0.00% | |
| Bank of Oak Ridge Checking (Money Market) | 23,366.22 | 1.4900% | As of 12/01/2022 |
| Bank of Oak Ridge-CDARS | | | |
| CDAR - Acct # 1025707377 | 270,276.90 | 0.16986% | 3/2/2023 |
| CDAR- Acct#1026227972 | 279,639.54 | 0.29954% | 3/2/2023 |
| CDAR- Acct#1026317432 | 631,659.78 | 1.24226% | 3/30/2023 |
| CDAR - Acct #1026317459 | 53,509.44 | 1.24226% | 3/30/2023 |
| CDAR - Acct# 1025607275 | 313,965.84 | 0.16986% | 1/26/2023 |
| CDAR - Acct# 1025707369 | 171,573.03 | 0.16986% | 3/2/2023 |
| CDAR - Acct# 1026156862 | 139,664.47 | 0.24968% | 2/9/2023 |
| CDAR- Acct# 1026249895 | 431,472.95 | 0.29954% | 3/9/2023 |
| CDAR - Acct#1026529812 | 45,304.09 | 2.95601% | 11/30/2023 |
| CDAR - Acct#1026529839 | 49,633.11 | 2.95601% | 11/30/2023 |
| CDAR -Acct# 1026456246 | 178,924.92 | 2.71296% | 11/9/2023 |
| Total Bank of Oak Ridge-CDARS | \$ 2,565,624.07 | | |
| Fidelity Bank - 002762 | 288,311.78 | 0.05% | |
| Petty Cash | 150.00 | 0.00% | |
| Total Bank Accounts | \$ 3,601,417.07 | | |
| Accounts Receivable | | | |
| Salary & F.I.C.A. Due from Water Enterprise | 830.11 | | |
| Sales Tax 2022-2023 | 426.55 | | |
| Water Enterprise Reimbursement | 13,253.94 | | |
| Total Accounts Receivable | \$ 14,510.60 | | |
| Total Current Assets | \$ 3,615,927.67 | | |
| TOTAL ASSETS | \$ 3,615,927.67 | | |

Town of Stokesdale

Budget vs. Actuals: FY2023

Dec-22

| | Actual | Budget | over Budget | % of Budget |
|--|---------------|---------------|----------------|-------------|
| Section A: Income | | | | |
| American Rescue Plan - ARP | 362,737.50 | 362,737.50 | 0.00 | 100.00% |
| Beer & Wine Excise Tax | 0.00 | 21,000.00 | -21,000.00 | 0.00% |
| Contributions & Donations - Parade | 5,375.00 | 2,000.00 | 3,375.00 | 268.75% |
| Greensboro-Jamestown Profit Share | 1,106.91 | 20,000.00 | -18,893.09 | 5.53% |
| Investment Earnings | 5,417.37 | 5,000.00 | 417.37 | 108.35% |
| Miscellaneous | 62.00 | 1,000.00 | -938.00 | 6.20% |
| Planning & Zoning Fees | 18,090.97 | 35,000.00 | -18,909.03 | 45.97% |
| Small Town Development Grant | 0.00 | 50,000.00 | -50,000.00 | 0.00% |
| State Collected Revenues (Utilities) | 62,360.33 | 295,000.00 | -232,639.67 | 21.14% |
| Town Hall & Park Facility Rentals | 335.00 | 3,000.00 | -2,665.00 | 11.17% |
| Total Income | \$ 453,485.08 | \$ 794,737.50 | \$ -341,252.42 | 57.06% |
| Gross Profit | \$ 453,485.08 | \$ 794,737.50 | \$ -341,252.42 | 57.06% |
| Section B: Expenses | | | | |
| 10000 - Capital Outlays | | | 0.00 | |
| 10100 - Park Investment | 2,010.00 | 412,737.50 | -410,727.50 | 0.49% |
| Total 10000 - Capital Outlays | \$ 2,010.00 | \$ 412,737.50 | \$ -410,727.50 | 0.49% |
| 20000 - Cultural & Recreational | | | 0.00 | |
| 20100 - Events Fund/Community Day | 3,204.97 | 7,500.00 | -4,295.03 | 42.73% |
| 20300 - Park Electrical, Repairs, Cleaning, Lighting | 1,630.34 | 6,000.00 | -4,369.66 | 27.17% |
| Total 20000 - Cultural & Recreational | \$ 4,835.31 | \$ 13,500.00 | \$ -8,664.69 | 35.82% |
| 30000 - Economic & Physical Development | | | | |
| Planning & Zoning | | | | |
| 30100 - Advertising - Planning & Zoning | 305.40 | 6,500.00 | -6,194.60 | 4.70% |
| 30200 - Planning Fees - Planning & Zoning | 12,500.00 | 25,000.00 | -12,500.00 | 50.00% |
| Total Planning & Zoning | \$ 12,805.40 | \$ 31,500.00 | \$ -18,694.60 | 40.65% |
| Total 30000 - Economic & Physical Development | \$ 12,805.40 | \$ 31,500.00 | \$ -18,694.60 | 40.65% |

Budget vs Actual December

| | | | | | | | | | |
|--|---------------|---------------|------------|------------|--|--|--|--------|--|
| 40000 - General Administrative Expense | | | | 0.00 | | | | | |
| 40100 - Administrative Expenses, & Fees, Education | | | 5,000.00 | -2,412.00 | | | | 51.76% | |
| 40200 - Advertising (not zoning related) | 2,588.00 | 0.00 | 1,000.00 | -1,000.00 | | | | 0.00% | |
| 40300 - Membership & Dues | 7,730.50 | | 10,000.00 | -2,269.50 | | | | 77.31% | |
| 40400 - Travel & Conferences | 0.00 | | 2,000.00 | -2,000.00 | | | | 0.00% | |
| 40500 - Town Hall Repairs & Maintenance | 23,346.35 | | 35,000.00 | -11,653.65 | | | | 66.70% | |
| 40600 - Office Equipment Purchase/Repair | 2,020.64 | | 7,000.00 | -4,979.36 | | | | 28.87% | |
| 40700 - Housekeeping, Printing, Office Supplies & Software | 12,032.78 | | 20,000.00 | -7,967.22 | | | | 60.16% | |
| 40800 - Postage | 567.85 | | 1,000.00 | -432.15 | | | | 56.79% | |
| 40900 - Insurance, Bonding, Workers Comp | 8,559.04 | | 9,000.00 | -440.96 | | | | 95.10% | |
| 41000 - Lawn/Outdoor Maintenance | 19,400.00 | | 47,000.00 | -27,600.00 | | | | 41.28% | |
| 70100 - Town Hall Electricity | 4,941.04 | | 14,000.00 | -9,058.96 | | | | 35.29% | |
| 70200 - Internet/Phone | 5,068.72 | | 11,200.00 | -6,131.28 | | | | 45.26% | |
| 70300 - Security/Alarm | 636.00 | | 3,500.00 | -2,864.00 | | | | 18.17% | |
| 70400 - IT Security & Website Design | 2,739.80 | | 8,000.00 | -5,260.20 | | | | 34.25% | |
| Total 40000 - General Administrative Expense | \$ 89,630.72 | \$ 173,700.00 | -\$ | 84,069.28 | | | | 51.60% | |
| 60000 - Legal & Professional Services | | | | 0.00 | | | | | |
| 60200 - Audit | 0.00 | | 14,000.00 | -14,000.00 | | | | 0.00% | |
| 60300 - Legal & Professional - Attorney | 13,000.00 | | 50,000.00 | -37,000.00 | | | | 26.00% | |
| Total 60000 - Legal & Professional Services | \$ 13,000.00 | \$ 64,000.00 | -\$ | 51,000.00 | | | | 20.31% | |
| 80000 - Payroll Expenses | | | | 0.00 | | | | | |
| 80100 - F.I.C.A. | 6,985.40 | | 15,315.30 | -8,329.90 | | | | 45.61% | |
| 80200 - Mileage Reimbursement | 132.51 | | 200.00 | -67.49 | | | | 66.26% | |
| 80300 - Payroll Processing Fees | 1,177.84 | | 2,300.00 | -1,122.16 | | | | 51.21% | |
| 80400 - Town Hall Staff Salaries | 74,201.68 | | 165,400.00 | -91,198.32 | | | | 44.86% | |
| 80500 - Health Insurance | 5,190.35 | | 19,200.00 | -14,009.65 | | | | 27.03% | |
| 80501 - State Retirement | 4,556.10 | | 10,500.00 | -5,943.90 | | | | 43.39% | |
| 80600 - Stipends-Council Expense | 18,662.49 | | 34,800.00 | -16,137.51 | | | | 53.63% | |
| Total 80000 - Payroll Expenses | \$ 110,906.37 | \$ 247,715.30 | -\$ | 136,808.93 | | | | 44.77% | |
| 90000 - Public Safety | | | | 0.00 | | | | | |
| 90100 - Fire Inspections & Investigations | 1,027.00 | | 10,000.00 | -8,973.00 | | | | 10.27% | |
| 90200 - Guilford County / Animal Control Service | 4,053.00 | | 16,800.00 | -12,747.00 | | | | 24.13% | |
| Total 90000 - Public Safety | \$ 5,080.00 | \$ 26,800.00 | -\$ | 21,720.00 | | | | 18.96% | |
| 90500 - Contingency Appropriations | | 3,474.81 | | -3,474.81 | | | | 0.00% | |

Budget vs Actual December

| | | | | | | | |
|---|----|-------------|-----|--------------|-----|--------------|----------|
| Total Expenses | \$ | 238,267.80 | \$ | 973,427.61 | -\$ | 735,159.81 | 24.48% |
| Net Operating Income | \$ | 215,217.28 | -\$ | 178,690.11 | \$ | 393,907.39 | -120.44% |
| <u>Section C: Reduction in GF Expenses from WE Fund Reimbursement</u> | | | | | | | |
| 40600 - Office Equipment Purchase/Repair | | (1,070.94) | | (3,710.00) | | -2,639.06 | 28.87% |
| 40700 - Housekeeping, Printing, Office Supplies & Software | | (6,377.37) | | (10,600.00) | | -4,222.63 | 60.16% |
| 40900 - Insurance, Bonding, Workers Comp | | (4,536.29) | | (4,770.00) | | -233.71 | 95.10% |
| 70100 - Town Hall Electricity | | (2,618.75) | | (7,420.00) | | -4,801.25 | 35.29% |
| 70200 - Internet/Phone | | (2,686.42) | | (5,936.00) | | -3,249.58 | 45.26% |
| 70300 - Security/Alarm | | (337.08) | | (1,855.00) | | -1,517.92 | 18.17% |
| 70400 - IT Security & Website Design | | (1,452.09) | | (4,240.00) | | -2,787.91 | 34.25% |
| 60200 - Audit | | 0.00 | | (7,420.00) | | -7,420.00 | 0.00% |
| 80100 - F.I.C.A. | | (3,702.26) | | (8,117.11) | | -4,414.85 | 45.61% |
| 80300 - Payroll Processing Fees | | (624.26) | | (1,219.00) | | -594.74 | 51.21% |
| 80400 - Town Hall Salaries | | (39,326.89) | | (87,662.00) | | -48,335.11 | 44.86% |
| 80500 - Health Insurance | | (2,750.89) | | (10,176.00) | | -7,425.11 | 27.03% |
| 80501 - State Retirement | | (2,414.73) | | (5,565.00) | | -3,150.27 | 43.39% |
| 99000 - Water Enterprise Reimbursement - | | (67,897.98) | | (158,690.11) | | -90,792.13 | 42.79% |
| Total Water Reimbursement | | (67,897.98) | | (20,000.00) | | | |
| Total General Fund Actual vs Budget Expenses | \$ | 170,369.82 | \$ | 814,737.50 | \$ | (644,367.68) | 20.91% |

General Fund
Checks-Debits-Deposits
December -22

| Date | Transaction Type | Num | Name | Memo/Description | Clr | Amount | Balance |
|-------------------|-------------------------|------------|--------------------------|--|------------|---------------|----------------|
| Beginning Balance | | | | | | | 270,979.81 |
| 12/01/2022 | Expenditure | | | Employee/Employer Fed NC FICA | R | -2,041.16 | 268,938.65 |
| 12/01/2022 | Expenditure | | | Employee/Council - Net Pay | R | -5,503.92 | 263,434.73 |
| 12/01/2022 | Deposit | | | Tim Jones - Parade Sponsorship | R | 150.00 | 263,584.73 |
| 12/02/2022 | Deposit | | | Kimberly Thacker Acctg & Tax Services | R | 500.00 | 264,084.73 |
| 12/02/2022 | Deposit | | | Parade Entry (2) | R | 50.00 | 264,134.73 |
| 12/02/2022 | Deposit | | | Stokesdale Baptist Church | R | 150.00 | 264,284.73 |
| 12/05/2022 | Expenditure | | Blue Cross & Blue Shield | ACH Payment BCBS NC GRP DRAFT T2 ACH Payment BCBS NC GRP DRAFT T25663921 | R | -1,258.56 | 263,026.17 |
| 12/05/2022 | Expenditure | | NCLM | MUNICIPAL TRUST MTH ACH - Dental - Vision - Disability | R | -77.00 | 262,949.17 |
| 12/06/2022 | Deposit | | | Cash Parade Entry | R | 25.00 | 262,974.17 |
| 12/07/2022 | Check | 50025 | Tim Jones | Tim Jones - Stipend | R | -234.43 | 262,739.74 |
| 12/07/2022 | Expenditure | | | ACH Payment COLONIAL LIFE INS | R | -87.32 | 262,652.42 |
| 12/07/2022 | Expenditure | | NC Retirement | ACH Payment NC TREASURER-DST 498750CCD533002 | R | -1,178.98 | 261,473.44 |
| 12/08/2022 | Deposit | | Water Enterprise Account | Shared overhead reimbursement from Water Enterprise | R | 11,887.02 | 273,360.46 |
| 12/09/2022 | Expenditure | | | ADP PAYROLL FEES ADP FEES 440066700441R07 | R | -91.02 | 273,269.44 |
| 12/12/2022 | Deposit | | | Pine Needle Operating Co - Parade Sponsorship | R | 150.00 | 273,419.44 |
| 12/12/2022 | Deposit | | NCDOR | FY-22 Sales Tax Refund | R | 3,050.78 | 276,470.22 |
| 12/12/2022 | Deposit | | | Kerstin Haase - Parade Entry | R | 25.00 | 276,495.22 |
| 12/12/2022 | Deposit | | | Vulcan Materials Company - Parade Sponsorship | R | 500.00 | 276,995.22 |
| 12/15/2022 | Expenditure | | | Staff/Stipends Net Pay | R | -5,485.73 | 271,509.49 |
| 12/15/2022 | Expenditure | | | Federal/NC/FICA - Employee-Employer | R | -2,057.71 | 269,451.78 |
| 12/15/2022 | Deposit | | NCDOR | ACH Deposit NCOSC VENDOR PAY NC ACH 45PR0000798702 | R | 62,360.33 | 331,812.11 |
| 12/16/2022 | Check | 50026 | Tim Jones | Tim Jones - Stipend | R | -234.43 | 331,577.68 |

General Fund
Checks-Debits-Deposits
December -22

| | | | | | | |
|------------|-------------------------|------|---|---|------------|------------|
| 12/16/2022 | Deposit | | Derek & Rachael Foy - Parade Sponsorship | R | 150.00 | 331,727.68 |
| 12/19/2022 | Bill Payment (Check) | 6269 | BB&T Financial, FSB | R | -2,500.00 | 329,227.68 |
| 12/21/2022 | Bill Payment (Check) | 6273 | Deanna Ragan | R | -816.32 | 328,411.36 |
| 12/21/2022 | Bill Payment (Check) | 6271 | ChemSource Direct | R | -79.28 | 328,332.08 |
| 12/21/2022 | Bill Payment (Check) | 6270 | B & B Service Solutions | R | -495.00 | 327,837.08 |
| 12/21/2022 | Bill Payment (Check) | 6272 | Crystal Adkison | | -74.07 | 327,763.01 |
| 12/21/2022 | Bill Payment (Check) | 6285 | UNC School of Government | | -1,600.00 | 326,163.01 |
| 12/21/2022 | Bill Payment (Check) | 6284 | Town of Stokesdale | R | -66.97 | 326,096.04 |
| 12/21/2022 | Bill Payment (Check) | 6283 | Total Computer Solutions | R | -426.53 | 325,669.51 |
| 12/21/2022 | Bill Payment (Check) | 6282 | Tate X. Halvorsen | | -270.00 | 325,399.51 |
| 12/21/2022 | Bill Payment (Check) | 6281 | Stokesdale Heating & Air Conditioning Inc | R | -20,450.00 | 304,949.51 |
| 12/21/2022 | Bill Payment (Check) | 6280 | Spectrum Business | | -813.12 | 304,136.39 |
| 12/21/2022 | Bill Payment (Check) | 6279 | Robbie Lee Wagoner II | R | -145.63 | 303,990.76 |
| 12/21/2022 | Bill Payment (Check) | 6278 | Northwest Observer | C | -657.00 | 303,333.76 |
| 12/21/2022 | Bill Payment (Check) | 6277 | Great American Financial Services | | -181.74 | 303,152.02 |
| | | | Monthly Lease - Printer/Copier | | | |

General Fund
Checks-Debits-Deposits
December -22

| | | | | | | | |
|------------|-------------------------|-------|--|---|---|---------------------|------------|
| 12/21/2022 | Bill Payment (Check) | 6276 | Extra Duty Solutions/Seacoast Business Funding | Security for Parade | R | -1,068.00 | 302,084.02 |
| 12/21/2022 | Bill Payment (Check) | 6275 | Excellence Lawn care & Landscaping | Monthly - Lawn care | R | -2,000.00 | 300,084.02 |
| 12/21/2022 | Bill Payment (Check) | 6274 | Duke Energy | | | -1,317.76 | 298,766.26 |
| 12/22/2022 | Expenditure | | | NC Treasurer - Retirement | R | -1,190.59 | 297,575.67 |
| 12/23/2022 | Expenditure | | | ADP PAYROLL FEES ADP FEES 928526488860R07 | R | -91.02 | 297,484.65 |
| 12/28/2022 | Deposit | | | Public Record Request | R | 42.75 | 297,527.40 |
| 12/29/2022 | Bill Payment (Check) | 6286 | Kallam Exterminators, Inc. | Monthly Pest Control | | -40.00 | 297,487.40 |
| 12/29/2022 | Bill Payment (Check) | | GoDaddy LLC | Renewal - Email (1) | R | -83.88 | 297,403.52 |
| 12/29/2022 | Bill Payment (Check) | 6289 | TCS Event Rentals | Outdoor trash cans - Parade Event | | -209.13 | 297,194.39 |
| 12/29/2022 | Bill Payment (Check) | 6288 | Sentry Watch, Inc | B&F Monitor Cell Burg & Fire | | -336.00 | 296,858.39 |
| 12/29/2022 | Expenditure | | | Fed NC FICA - Employee/Employer | R | -2,009.15 | 294,849.24 |
| 12/29/2022 | Bill Payment (Check) | 6290 | Town of Stokesdale | Misc supplies for Town Hall / Office Supplies for Town Hall - Reimburse Petty Cash | C | -109.03 | 294,740.21 |
| 12/29/2022 | Bill Payment (Check) | 6287 | Nixon Power Service | Annual Generator Maintenance | | -888.16 | 293,852.05 |
| 12/29/2022 | Expenditure | | | Net Pay - Staff/Stipend | R | -5,318.91 | 288,533.14 |
| 12/30/2022 | Deposit | | | (2) Copies | R | 0.50 | 288,533.64 |
| 12/30/2022 | Check | 50027 | Tim Jones | Tim Jones - Stipend | R | -234.44 | 288,299.20 |
| 12/31/2022 | Deposit | | | Interest Earned - Checking | R | 12.58 | 288,311.78 |
| | | | | | | <u>\$ 17,331.97</u> | |

Water Enterprise Account Balance Sheet

As of December 31, 2022

| | Total | Interest % | Mature Date |
|---|------------------------|---------------------------|-------------|
| ASSETS | | | |
| Current Assets | | | |
| Bank Accounts | | | |
| Bank Of Oak Ridge CDARS | | | |
| CDAR - Acct# 1026529731 | 249,550.78 | 2.95601% | 11/30/2023 |
| CDAR - Acct# 1026480864 | 74,652.28 | 2.71296% | 11/6/2023 |
| CDAR - Acct# 1026433319 | 116,524.26 | 1.24226% | 5/4/2023 |
| CDAR - Acct# 1026529847 | 60,779.52 | 2.95601% | 11/30/2023 |
| Total Bank Of Oak Ridge CDARS | \$ 501,506.84 | | |
| Capital Reserve Fund - CRF (0345) | 190,256.03 | 0.05% | |
| Fidelity-Water Enterprise (0504) | 637,261.86 | 0.05% | |
| NCCMT | 530,590.31 | | |
| Regular Savings (0403) | 45,057.06 | 0.02% | |
| Total Bank Accounts | \$ 1,904,672.10 | | |
| Accounts Receivable | | | |
| AR- Water Sales | 31,045.26 | Includes December billing | |
| Active - 90+Days Past Due | 0.00 | 0 Account | |
| Inactive - 90+Days Past Due | 6,089.13 | 24 Accounts | |
| Sales Tax Refund 2022-2023 | 270.00 | | |
| Total Accounts Receivable | \$ 37,404.39 | | |
| TOTAL ASSETS | \$ 1,942,076.49 | | |
| LIABILITIES | | | |
| Liabilities | | | |
| Accounts Payable | | | |
| Water Reimbursement due to General Fund | 13,253.94 | | |
| Payroll due to General Fund Account | 830.11 | | |
| Total Accounts Payable | \$ 14,084.05 | | |
| Total Liabilities | \$ 14,084.05 | | |
| TOTAL LIABILITIES | \$ 14,084.05 | | |

Water Enterprise Account Budget vs. Actuals: FY 23

| | 22-Dec | | |
|--|----------------------|------------------------|---------------|
| | Actual | Budget | % of Budget |
| Section A: Income | | | |
| Backflow Preventer Fees | 0.00 | 1,500.00 | 0.00% |
| Investment Income | 9,052.57 | 2,000.00 | 452.63% |
| Taps & Connection Fee | 7,600.00 | 55,000.00 | 13.82% |
| Water Capacity Fees | 14,250.00 | 60,000.00 | 23.75% |
| Water Sales | 301,288.19 | 525,000.00 | 57.39% |
| Damage Penalties/Meter Reading | 455.00 | 1,500.00 | 30.33% |
| Late Fees | 778.59 | 2,500.00 | 31.14% |
| Transfer from Fund Balance | 0.00 | 0.00 | |
| House Bill 436 | 0.00 | 1,154,081.75 | 0.00% |
| Total Income | \$ 333,424.35 | \$ 1,801,581.75 | 18.51% |
| 11000- Water Purchase | 99,399.20 | 165,000.00 | 60.24% |
| Total Water Purchase | \$ 99,399.20 | \$ 165,000.00 | 60.24% |
| Expenses | | | |
| 12000 - Administrative | | | |
| 12001 - Bond & Insurance | 0.00 | 1,000.00 | 0.00% |
| 12002 - Contract Operation | 25,527.12 | 110,000.00 | 23.21% |
| 12003 -Engineering Consultation Fees | 33,015.00 | 35,000.00 | 94.33% |
| 12004 - Dues & subscriptions | 2,474.94 | 1,800.00 | 137.50% |
| 12005 - ORC Gary Matchunis | 8,000.00 | 16,000.00 | 50.00% |
| 12006 - Postage | 1,700.00 | 6,000.00 | 28.33% |
| 12008 - F.I.C.A. Expense | 260.54 | 765.00 | 34.06% |
| 12009 - Mileage Reimbursement | 433.83 | 2,000.00 | 21.69% |
| 12010 - Salaries | 3,405.78 | 10,000.00 | 34.06% |
| Total 12000 - Administrative & Payroll Expenses | \$ 74,817.21 | \$ 182,565.00 | 40.98% |
| 13000 - Repairs & Maintenance | | | |
| 13002 - Chemicals | 0.00 | 700.00 | 0.00% |
| 13003 - Chlorinator Maintenance | 0.00 | 4,000.00 | 0.00% |
| 13004 - Electricity Chlorinator Utilities | 269.79 | 550.00 | 49.05% |

WE Budget vs Actual Dec 22

| | | | | |
|--|--------------|--------------|---------------|--------|
| 13006 - Marking Water Lines 811 | 155.55 | 1,000.00 | -844.45 | 15.56% |
| 13007 - Supplies/Water Hydrant Maintenance | 0.00 | 5,000.00 | -5,000.00 | 0.00% |
| 13008 - Water Line/Meter Installation/Gen Repair | 8,735.81 | 15,000.00 | -6,264.19 | 58.24% |
| 13009 - Water Tank Maintenance | 0.00 | 1,000.00 | -1,000.00 | 0.00% |
| 13010 - Water Testing | 1,601.70 | 4,000.00 | -2,398.30 | 40.04% |
| Water Lines and General Repairs | | | | |
| Total 13000 - Repairs & Maintenance | \$ 10,762.85 | \$ 31,250.00 | -\$ 20,487.15 | 34.44% |
| 14000 - Water Capital | | | 0.00 | |
| 14002 - Transfer to Capital Reserve Fund (CRF) | 14,250.00 | 60,000.00 | -45,750.00 | 23.75% |
| Total 14000 - Water Capital | \$ 14,250.00 | \$ 60,000.00 | -\$ 45,750.00 | 23.75% |
| 15000 - Meters | | | 0.00 | |
| 15001 - Electronic Water Meters Changeout | 0.00 | 25,000.00 | -25,000.00 | 0.00% |
| 15002 - Electronic Water Meters New Construction | 10,895.60 | 20,000.00 | -9,104.40 | 54.48% |
| Total 15000 - Meters | \$ 10,895.60 | \$ 45,000.00 | -\$ 34,104.40 | 24.21% |
| 17000 - Contingency Appropriations | 0.00 | 4,994.89 | -4,994.89 | 0.00% |
| *House Bill 436 | | 1,154,081.75 | -1,154,081.75 | 0.00% |
| 15000 - Over Head Reimbursement Expense to General Fund | | | | |
| 15001 - Office Equipment Purchase/Repair | 1070.94 | 3,710.00 | -2,639.06 | 28.87% |
| 15002 - Housekeeping, Printing, Office Supplies & Software | 6377.37 | 10,600.00 | -4,222.63 | 60.16% |
| 15003 - Insurance, Bonding, Workers Comp | 4536.29 | 4,770.00 | -233.71 | 95.10% |
| 15005 - Audit | 0.00 | 7,420.00 | -7,420.00 | 0.00% |
| 15006 - Town Hall Electricity | 2618.75 | 7,420.00 | -4,801.25 | 35.29% |
| 15007- Internet/Phone | 2686.42 | 5,936.00 | -3,249.58 | 45.26% |
| 15008 - Security/Alarm | 337.09 | 1,855.00 | -1,517.91 | 18.17% |
| 15009 - IT Security & Website Design | 1452.09 | 4,240.00 | -2,787.91 | 34.25% |
| 15010 - F.I.C.A. | 3702.26 | 8,117.11 | -4,414.85 | 45.61% |
| 15011 - Payroll Processing Fees | 624.26 | 1,219.00 | -594.74 | 51.21% |
| 15012 - Town Hall Salaries | 39326.89 | 87,662.00 | -48,335.11 | 44.86% |
| 15013 - Health Insurance | 2750.89 | 10,176.00 | -7,425.11 | 27.03% |
| 15014 - State Retirement | 2414.73 | 5,565.00 | -3,150.27 | 43.39% |
| 55000 - Reimbursement to General Fund (Expense) | 67,897.98 | 158,690.11 | -90,792.13 | 42.79% |
| Total Expenses | 278,022.84 | 1,801,561.75 | -1,523,568.91 | 15.43% |

Water Enterprise
Checks-Debits-Deposits
December 22

| Date | Transaction Type | Num | Name | Memo/Description | Clr | Amount | Balance |
|-------------------|----------------------|------|------------------------------|----------------------|-----|------------|------------|
| Beginning Balance | | | | | | | 610,703.80 |
| 12/01/2022 | Bill Payment (Check) | 5760 | Town of Stokesdale | | R | -11,887.02 | 598,816.78 |
| 12/01/2022 | Bill Payment (Check) | 5763 | Pace Analytical Services LLC | | R | -488.70 | 598,328.08 |
| 12/01/2022 | Bill Payment (Check) | 5762 | Granville Homes, LLC | | R | -50.00 | 598,278.08 |
| 12/01/2022 | Bill Payment (Check) | 5761 | Brad A Rice | 8215 Messenger Court | R | -11.77 | 598,266.31 |
| 12/02/2022 | Deposit | | | | R | 50.00 | 598,316.31 |
| 12/02/2022 | Deposit | | | | R | 3,489.34 | 601,805.65 |
| 12/05/2022 | Deposit | | | | R | 34.95 | 601,840.60 |
| 12/05/2022 | Deposit | | | | R | 257.60 | 602,098.20 |
| 12/05/2022 | Deposit | | | | R | 2,665.20 | 604,763.40 |
| 12/05/2022 | Deposit | | | | R | 379.41 | 605,142.81 |
| 12/06/2022 | Deposit | | | | R | 100.00 | 605,242.81 |
| 12/06/2022 | Deposit | | | | R | 150.18 | 605,392.99 |
| 12/06/2022 | Deposit | | | | R | 309.73 | 605,702.72 |
| 12/06/2022 | Deposit | | | | R | 3,880.92 | 609,583.64 |
| 12/07/2022 | Deposit | | | | R | 53.41 | 609,637.05 |
| 12/07/2022 | Deposit | | | | R | 4,017.93 | 613,654.98 |
| 12/08/2022 | Deposit | | | | R | 2,883.39 | 616,538.37 |
| 12/08/2022 | Deposit | | | | R | 10,040.26 | 626,578.63 |
| 12/09/2022 | Deposit | | | | R | 5,007.00 | 631,585.63 |
| 12/09/2022 | Deposit | | | | R | 722.69 | 632,308.32 |
| 12/12/2022 | Deposit | | | | R | 625.43 | 632,933.75 |
| 12/12/2022 | Deposit | | | | R | 226.25 | 633,160.00 |
| 12/12/2022 | Deposit | | | | R | 389.39 | 633,549.39 |
| 12/12/2022 | Deposit | | | | R | 474.55 | 634,023.94 |
| 12/13/2022 | Deposit | | | | R | 177.98 | 634,201.92 |
| 12/13/2022 | Deposit | | | | R | 170.64 | 634,372.56 |
| 12/14/2022 | Deposit | | | | R | 818.01 | 635,190.57 |
| 12/15/2022 | Deposit | | | | R | 457.04 | 635,647.61 |
| 12/15/2022 | Deposit | | | | R | 137.97 | 635,785.58 |
| 12/15/2022 | Deposit | | | | R | 298.11 | 636,083.69 |
| 12/16/2022 | Deposit | | | | R | 384.72 | 636,468.41 |
| 12/19/2022 | Deposit | | | | R | 465.22 | 636,933.63 |

December 22

| | | | December 22 | | | |
|------------|----------------------|------|----------------------------------|--|---|------------|
| 12/19/2022 | Deposit | | | | | |
| 12/19/2022 | Deposit | | | | R | 418.03 |
| 12/20/2022 | Deposit | | | | R | 637,351.66 |
| 12/20/2022 | Deposit | | | | R | 638,101.92 |
| 12/20/2022 | Deposit | | | | R | 638,216.92 |
| 12/20/2022 | Deposit | | | | R | 638,714.25 |
| 12/20/2022 | Deposit | | | | R | 640,868.88 |
| 12/21/2022 | Bill Payment (Check) | 5766 | Hazen and Sawyer | | | |
| 12/21/2022 | Bill Payment (Check) | 5768 | Yates Construction Company, Inc. | | | |
| 12/21/2022 | Bill Payment (Check) | 5772 | Travis Cantrell | | | |
| 12/21/2022 | Bill Payment (Check) | 5770 | Hillcrest Partners LLC | | | |
| 12/21/2022 | Bill Payment (Check) | 5769 | Granville Homes, LLC | | | |
| 12/21/2022 | Bill Payment (Check) | 5767 | North Carolina 811, Inc. | | | |
| 12/21/2022 | Bill Payment (Check) | 5771 | Keystone Group | | | |
| 12/21/2022 | Deposit | | | | R | -22.94 |
| 12/21/2022 | Deposit | | | | R | 404.27 |
| 12/21/2022 | Bill Payment (Check) | 5773 | Pace Analytical Servives LLC | | | |
| 12/21/2022 | Deposit | | | | R | 637,103.53 |
| 12/22/2022 | Deposit | | | | R | 637,153.53 |
| 12/22/2022 | Deposit | | | | R | 639,253.85 |
| 12/23/2022 | Deposit | | | | R | 646.80 |
| 12/27/2022 | Deposit | | | | R | 639,900.65 |
| 12/27/2022 | Deposit | | | | R | 640,454.20 |
| 12/27/2022 | Deposit | | | | R | 640,608.30 |
| 12/27/2022 | Deposit | | | | R | 640,697.36 |
| 12/28/2022 | Deposit | | | | R | 641,229.51 |
| 12/28/2022 | Deposit | | | | R | 641,312.10 |
| 12/29/2022 | Bill Payment (Check) | 5777 | City of Winston Salem Water | | | |
| 12/29/2022 | Bill Payment (Check) | 5775 | Hazen and Sawyer | | | |
| 12/29/2022 | Bill Payment (Check) | 5774 | Granville Homes, LLC | | | |
| 12/29/2022 | Bill Payment (Check) | 5776 | Laura C Brown | | | |

Water Enterprise
Checks-Debits-Deposits
December 22

| | | | | |
|------------|---------|---|----------------------------|------------|
| 12/29/2022 | Deposit | R | 250.01 | 627,254.22 |
| 12/29/2022 | Deposit | R | 6,448.47 | 633,702.69 |
| 12/30/2022 | Deposit | R | 33.68 | 633,736.37 |
| 12/30/2022 | Deposit | R | 698.59 | 634,434.96 |
| 12/30/2022 | Deposit | R | 386.63 | 634,821.59 |
| 12/31/2022 | Deposit | C | 148.97 | 634,970.56 |
| 12/31/2022 | Deposit | C | 159.38 | 635,129.94 |
| 12/31/2022 | Deposit | C | 365.20 | 635,495.14 |
| 12/31/2022 | Deposit | C | 1,256.16 | 636,751.30 |
| 12/31/2022 | Deposit | C | 483.08 | 637,234.38 |
| 12/31/2022 | Deposit | R | 27.48 | 637,261.86 |
| | | | <u>\$ 26,558.06</u> | |

RESOLUTION NO. R-2023-____
RESOLUTION ADOPTED BY TOWN COUNCIL
REQUESTING FUNDING FOR TRAFFIC CONTROL
AT STOKESDALE ELEMENTARY SCHOOL

WHEREAS, the Town of Stokesdale is located in the northwest corner of Guilford County and has a 2021 US Census population of 5,995 citizens within the corporate limits. The Town operates under a Mayor-Council form of government and offers limited services which includes providing water, a Town Park and limited Planning and Zoning services funded with a \$953,427 total budget and which levies no ad valorem property taxes. Stokesdale stopped receiving a portion of the sales taxes collected by Guilford County in 2003 after the Guilford County Commissioners changed their method of calculating distributions to municipalities to an ad valorem method thereby eliminating Stokesdale's portion; and,

WHEREAS, Stokesdale Elementary School is located within the Town of Stokesdale, Guilford County, North Carolina and plays a vital role in shaping the lives of our children by providing a quality education; and

WHEREAS, the Guilford County School system is one of the largest school systems in North Carolina, and operates with a budget of \$999,705,745 dollars that is allocated to all schools within the district. Guilford County Schools serves 67,949 students and has a total of 68 elementary schools within the County. In 2018-2019 school year, an average of \$11,778 was spent per student; and

WHEREAS, safety within all schools is a rising concern with unprecedented violence and many schools are overcrowded. In addition, the motoring public traveling to and from school each day causes safety concerns within the school campus as well as the roads leading to and from the school; and,

WHEREAS, the Guilford County Sheriff's Department is charged with maintaining a safe environment for all citizens of Guilford County, including our school, Stokesdale Elementary School. The Guilford County Sheriff's Department operates with a \$_____ budget ?????

WHEREAS, the Town Council is very sympathetic to the dangerous situation caused by the volume of traffic traveling through the intersection of US Highway 158 and NC Highway 68, the location of the school. A traffic count from 2021 estimates 7,600 vehicles travels through this area per day. The Town further shared their concerns with staff from NCDOT on February 10, 2022, when officials were invited to a Council meeting to discuss safety concerns of roads within the Town of Stokesdale; and

WHEREAS, the Town expresses their concern with the lack of funding by both the Guilford County School System and the Guilford County Sheriff's Department to provide such traffic control. The safety of students at Stokesdale Elementary should not be ignored and be taken seriously enough to provide traffic control at our school and at every school where traffic is a hazard; and

WHEREAS, the Town of Stokesdale has a history of lending a helping hand by providing computer equipment and other necessary supplies to enhance the ability of the school to meet the needs of each student and has recently been approached by Stokesdale Elementary School Administration and Staff to fund a method for traffic control during the first week of school to help alleviate the confusion and hazardous condition that is caused by the large volume of traffic at the school. To fund traffic control at Stokesdale Elementary would result in double taxation for our citizens as this service would come from the Town's budget in addition to money already allocated to Stokesdale Elementary School by both Guilford County School System and Guilford County Sheriff's Department.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF STOKESDALE wholeheartedly supports the School Administration's request that traffic control be provided and respectfully requests that the Guilford County School System and the Guilford County Sheriff's Department allocate funds to cover the cost of providing traffic control services at Stokesdale Elementary School the first week of school each year going forward. Providing this essential service will greatly enhance the safety and wellbeing of all the students and staff of Stokesdale Elementary School as well as the all citizens traveling on these roads during school hours.

Adopted the 12th day of January, 2023.

Michael E. Crawford, Mayor

ATTEST:

Dale F. Martin, Town Clerk

Deputy Clerk

From: Wilson, Patrick D <pwilson@ncdot.gov>
Sent: Wednesday, January 4, 2023 4:20 PM
To: Deputy Clerk
Cc: Scarlett, Isaac; Mcpherson, Dawn M
Subject: Speed Limit Recommendations - Stokesdale

Dale & Robbie:

Thanks for your patience as I have wrapped my head around the Town's requests but I have spoken with Isaac and Dawn and now have a better understanding on the Department's position which is detailed below:

- Angel-Pardue Road – The Department recommends a speed limit of 25-mph and is awaiting the signed paperwork from the Town. This paperwork should be sent to Isaac for further handling.
- Adano Road – It was my understanding that Adano Road was unpaved but Isaac has advised that a portion of the street is paved. Therefore, the Department recommends a speed limit of 25-mph and has sent the paperwork to the Town for further action. The signed paperwork should be sent to Isaac for further handling.
- Athens Road – It is requested that clarification be sent to our office concerning the Town's request for a lower speed limit since we are unclear if the intent is for a section of Athens Road or the entire street. Presently, a speed limit of 35-mph is posted on Athens Road.

If you could provide us with the Town's intention for the speed limit along Athens Road, Isaac will review and advise you of his findings. I hope that this email provides some clarity but feel free to contact me should you need additional information or want to discuss further.

Pat

P. D. Wilson, PE
Division Project Delivery Engineer
Division of Highways – Division 7

336 487 0000 office
pwilson@ncdot.gov

1584 Yanceyville Street
PO Box 14996
Greensboro, NC 27415-4996



**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1083153

Division: 7 **County:** GUILFORD

Municipality: STOKESDALE

Type: Municipal Speed Zones

Road: SR 2199

Car: 25 MPH

Truck: 25 MPH

Description: (Adano Road) between SR 2102 (Angle-Pardue Road) and a point 0.243 miles South and East of SR 5045 (Barbelo Dr)

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my

hand and the municipal seal this _____ day

of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

North Carolina Department of Transportation
Traffic Engineering Accident Analysis System
Features Report

| County | Inventoried Route ID | Begin Milepost | End Milepost |
|----------|-------------------------|-------------------|-----------------|
| GUILFORD | 40002199 | 0.0 | 0.287 |

| MP No | Feature ID | Feature Name/Type | Special Type | Distance to Next | Direction to Next | Beyond Route Loop Limits |
|-------|---------------|-------------------|-------------------------------|---------------------|----------------------|--------------------------------|
| 0.000 | 40002102 | SR 2102 | At grade intersection, 3 legs | 0.142 | North and East | |
| 0.142 | 40005045 | SR 5045 | At grade intersection, 3 legs | 0.000 | North and East | |

ORDINANCE NO. O-2023-__
AN ORDINANCE TO REGULATE THE SPEED LIMIT
ON ADANO ROAD
WITHIN THE TOWN OF STOKESDALE

WHEREAS, the municipality of the Town of Stokesdale became a body corporate and politic effective November 9, 1989 as provided by Chapter 488 Senate Bill 663 and as amended by Chapter 956 Senate Bill 1384 Session Laws of 1989 of the General Assembly of North Carolina; and

WHEREAS, by General Statute (G.S. 20-141 (b) (1)) the statutory speed limit within the incorporated areas of a municipality is 35 miles per hour until and/or unless changed and/or modified by duly enacted ordinances of said municipality and after adoption by the State of North Carolina Department of Transportation of concurring ordinances and upon the erection of signs giving notice of the established and authorized speed limits.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Stokesdale as follows:

- Section 1. The posted speed limit on Adano Road (SR 2199) in Angels Glen Subdivision in Stokesdale is therewith set and established as 25 miles per hour.
- Section 2. This ordinance is adopted on the basis of engineering and traffic investigations that it is unsafe and therefore it shall be unlawful to exceed the speed limits established in this ordinance on the designated roads and/or highway as set forth in Section 1 preceding.
- Section 3. This ordinance is adopted pursuant to the authority granted by G.S. 20-141 (f).
- Section 4. This ordinance becomes effective upon the adoption by the State of North Carolina Department of Transportation of Concurring State Ordinance Number 1083153 and the erection of signs giving proper notice of the said established and authorized speed limit.
- Section 5. The enforcement of this ordinance shall be in accordance with the provisions of G.S. 20-169, G.S. 20-176, and G.S. 20-183.
- Section 6. This ordinance shall remain in effect until modified, amended and/or rescinded in due lawful course by the Town Council of the Town of Stokesdale.

The 12th day of January, 2023.

Michael E. Crawford Mayor

ATTEST:

Dale F. Martin Town Clerk

Agenda Item #10:

Discussion and Adoption of
2023 Health Reimbursement
Arrangement

Packet item will be forthcoming

Agenda Item #11:

A revised Separation of Duties Policy will be distributed when completed.

R-2023-__

RESOLUTION CONSENTING TO THE ADDITION OF STREETS
WITHIN NORTH RIDGE (PHASE 4) SUBDIVISION TO THE
SECONDARY ROAD MAINTENANCE SYSTEM OF THE
STATE OF NORTH CAROLINA

WHEREAS, the North Carolina Department of Transportation has declared through its Secondary Road Addition Investigation Reports (File G-15-22) dated February 24 2022 that said streets, Popular Bluff Drive (Extension of SR 4676) (.12 miles) and Backridge Drive, (.19 miles) meets the minimum requirements for addition into the Secondary Road System of the State of North Carolina; and

WHEREAS, the cognizant District Engineer of the North Carolina Department of Transportation does recommend the addition of Popular Bluff Drive (Extension of SR 4676) (.12 miles) and Backridge Drive, (.19 miles) to the Secondary Road System of the State of North Carolina.

NOW, THEREFOR BE IT HEREBY RESOLVED THAT: The Town Council on behalf of the Town of Stokesdale, North Carolina does herewith, after due consideration and deliberation and without any objections being heard, concur and consent to the addition of Popular Bluff Drive (Extension of SR 4676) (.12 miles) and Backridge Drive, (.19 miles) to the Secondary Road System of the State of North Carolina to the same degree and measure to which property owners have petitioned said Department of Transportation of the State of North Carolina, and to the same degree and measure to which the said Department of Transportation does now recommend acceptance into the said Secondary Road System of the State of North Carolina.

This the 12th day of January, 2023.

Michael E. Crawford, Mayor

Attest:

Dale Martin, Town Clerk



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

November 1, 2022

Guilford County

Mr. Mike Crawford, Mayor
Town of Stokesdale
8325 Angel Pardue Road
P. O. Box 465
Stokesdale, NC 27357

Road Additions – Poplar Bluff Drive (Extension of SR 4676) and Backridge Drive in the
North Ridge Ph 4 Subdivision in Stokesdale in Guilford County

Dear Mr. Crawford:

Attached is a copy of the Secondary Road Addition Reports, the property owner's
petition, a marked county maps and the subdivision plat for the addition of the following
roads:

| | |
|---|------------|
| Poplar Bluff Drive (Extension of SR 4676) | 0.12 miles |
| Backridge Drive | 0.19 miles |

I ask for a resolution concurring in the addition of these roads to the State
Maintenance System.

Sincerely,

A handwritten signature in black ink that reads "Bobby L. Norris P.E.".

Bobby L. Norris, P.E.
District Engineer

BLN/wr

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
DIVISION 7 RIGHT OF WAY
P.O. BOX 14996
GREENSBORO, NC 27415-4996

Telephone: (336) 334-3515
Fax: (336) 334-5331
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1101 E. WENDOVER AVE.
SUITE 200
GREENSBORO, NC 27405

**North Carolina Department of Transportation
Division of Highways
Secondary Road Addition Investigation Report**

County: Guilford Co. File No: G-15-22 Date: 2/24/2022
Township: Oak Ridge Div. File No: _____ Div. No: 7

Local Name: Poplar Bluff Drive Subdivision Name: Northridge Ph 4
(extension of SR 4676)

Surface Type: S9.5B Surface Thickness: 2" Width: 20' Length: .12

Base Type: ABC Base Thickness: 10" Pavement Condition: Good

*Bridges: Yes ☐ No ☒ *Pipe > 48": Yes ☐ No ☒ *Retaining walls within Right of way? Yes ☐ No ☒

***If Yes – Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? Yes

Recording Date: 12-06-2019 Book: 202 Page: 16

Additional Plats: _____

Number of homes having entrances into road: 6 Other uses having entrances into road: 0

Right-of-Way Width: 50' *If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."*

Is petition (SR-1) attached? Yes

Is the County Commissioners Approval (SR-2) attached? Yes If not, why not? _____

Is a map attached indicating information for reference in locating road by the Guilford County
Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: \$ 0

Grade, drain, stabilize: \$ 0 Drainage: \$ 0 Other: \$ 0

Remarks and Recommendations: Road meets minimum requirements. Recommend addition.

Submitted by: [Signature] 11/1/22 District Engineer Reviewed and Approved: _____ Division Engineer

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: _____

| | |
|--|--|
| | (Do not write in this space – For use of Secondary Roads Unit) |
| | Petition # |

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Guilford Road Name: Poplar Bluff Drive (Extension of SR 4676)
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Northridge Ph 4 Length (miles): .12

Number of occupied homes having street frontage: 6 Located (miles): .29

miles N ☐ S ☐ E ☐ W ☒ of the intersection of Route 4676 and Route 4687 .
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Northridge Ph 4 in
Guilford County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Brent Sievers (Developer) Phone Number: (336) 544-6432

Street Address: 8518 Triad Dr. Colfax, NC 27235

Mailing Address: 8518 Triad Dr. Colfax, NC 27235

PROPERTY OWNERS

Name

Mailing Address

Telephone

| <u>Name</u> | <u>Mailing Address</u> | <u>Telephone</u> |
|-------------|------------------------|------------------|
| | | |
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| | | |

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
4. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
5. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

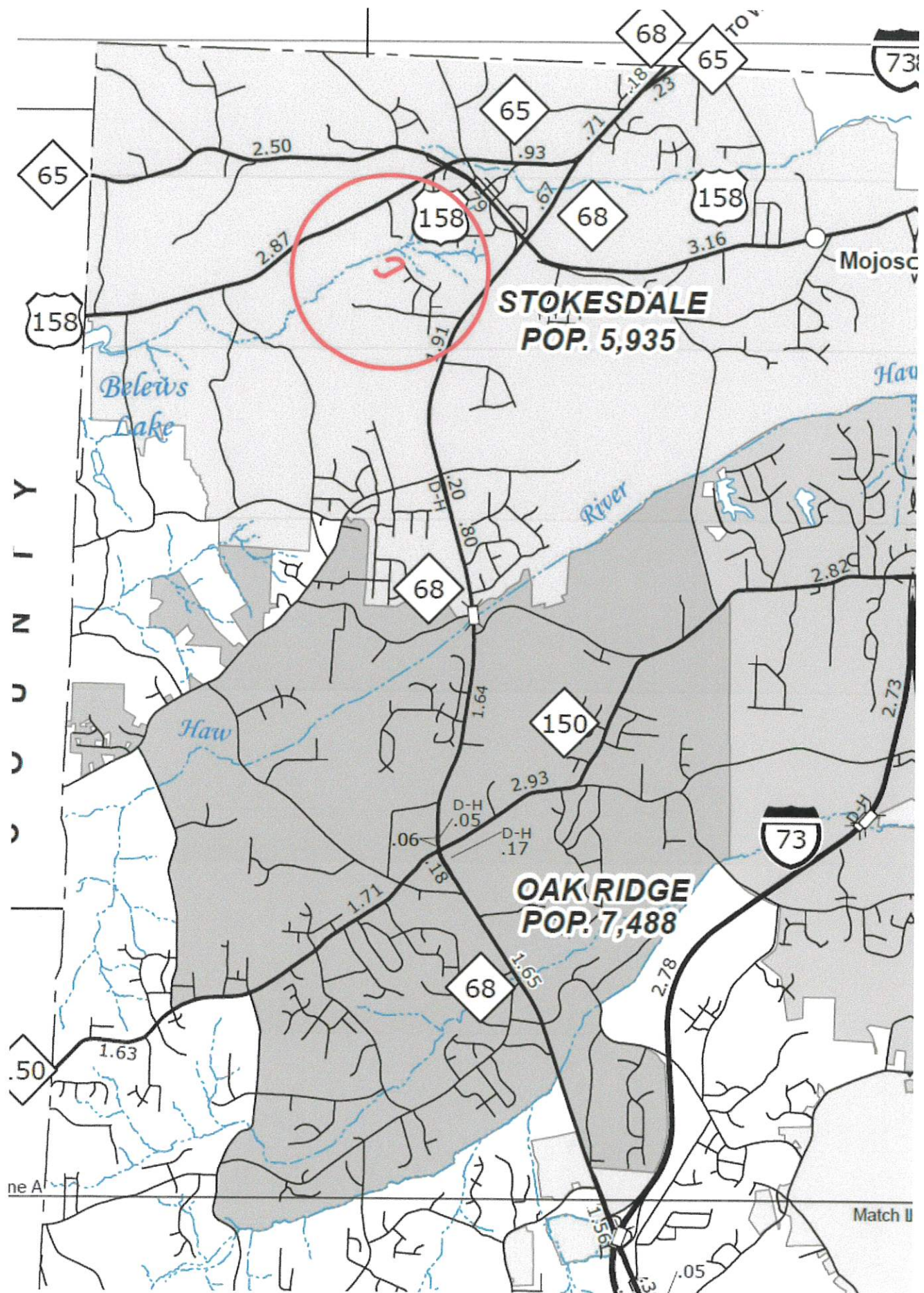
☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☒ Subdivision platted after September 30, 1975

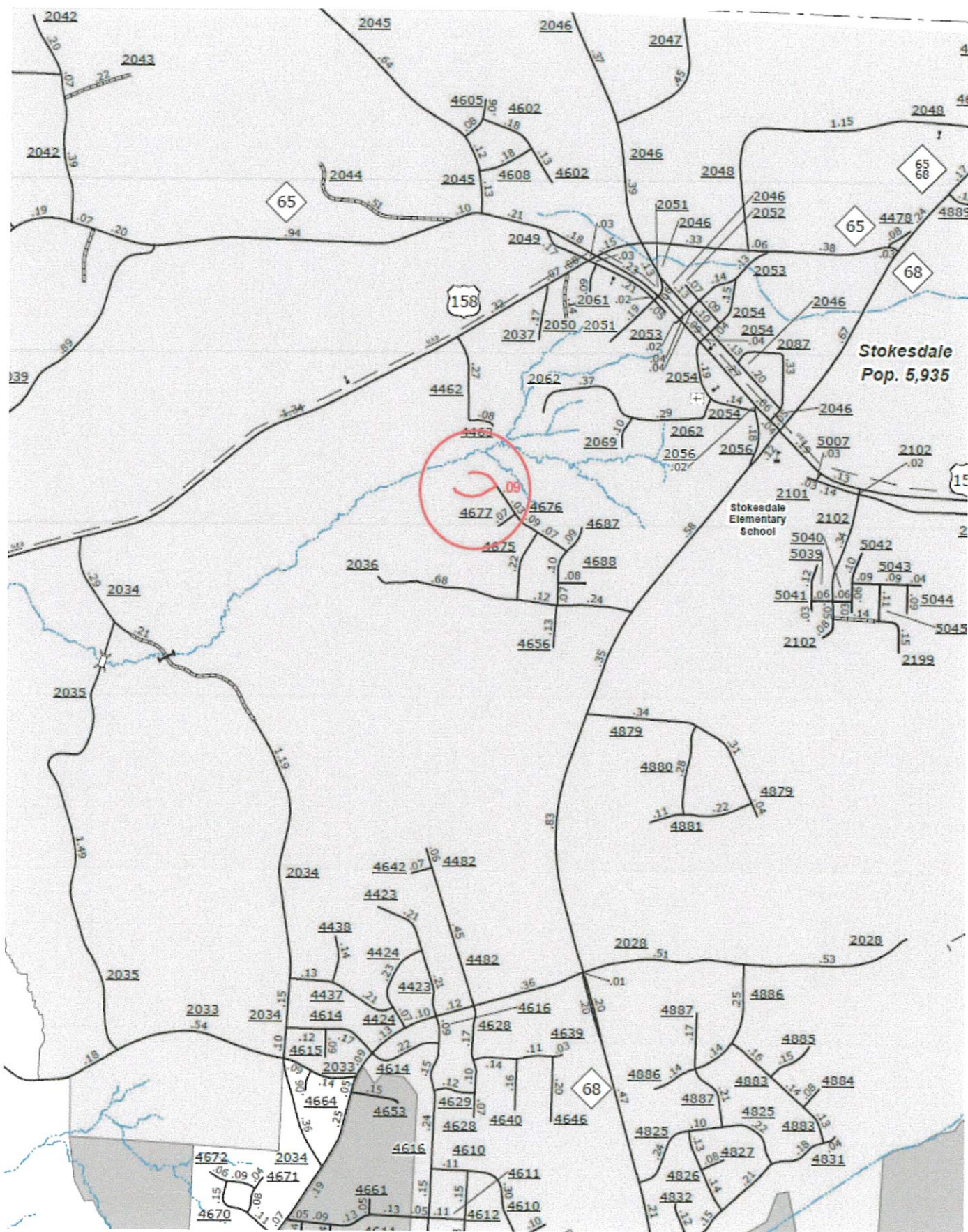
REQUIREMENTS FOR ADDITION

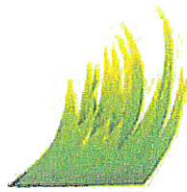
If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 (see page 29 for Statute) states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

| <u>ROAD NAME</u> | <u>HOMES</u> | <u>LENGTH</u> | <u>ROAD NAME</u> | <u>HOMES</u> | <u>LENGTH</u> |
|------------------------|--------------|---------------|------------------|--------------|---------------|
| Poplar Bluff Drive | 6 | .12 | | | |
| (Extension of SR 4676) | | | | | |
| | | | | | |
| Backridge Drive | 6 | .19 | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |







EXCELLENCE

LAWNCARE & LANDSCAPING

COMMERCIAL & RESIDENTIAL

7800 Pond ridge Court Stokesdale NC 27357

336-558-3667

Dhering@excellencelawncaare.com

Licensed & Insured

Proposal & Agreement

Submitted to:

Jim Rigsbee & Jimmy Landreth
Stokesdale town hall/park
8325 Angel pardue road
Stokesdale NC 27357

We hereby submit an estimate for lawn & grounds maintenance to include all items detailed (1-8) on the attached work of scope.

1. **Mowing** all areas of town hall, Stokesdale park (minus soccer fields) and water tower on 158.
2. **Trimming** all areas per visit and especially providing a clean, clear neat walking trail.
3. **Blowing Debris** all areas will be blown off per visit and kept neat.
4. **Aerating** will be done in the fall on all areas minus the soccer field.
5. **Weeding** all areas will be kept weed free (mulch beds, sidewalks, walking trail etc)
6. **Leaf service** all areas will be blown each visit September to February and as needed to maintain and neat appearance.
7. **Pruning-** correct pruning will be performed on all shrubs around town hall and walking trails to keep a nice neat appearance.
8. **Trees** will be pruned in the winter months and all edges kept neat.

Please Note: Additional bids asked to price will be listed at the bottom of proposal.

We hereby propose to furnish labor and necessary tools to completely in accordance with the above specifications, for the sum of **TWO THOUSAND DOLLARS (\$2000)** **MONTHLY FOR 12 MONTHS, for an annual rate of (\$24000)**

All materials is guaranteed to be as specified, all work to be completed in a respectable manner according to standard practices. Any alteration or deviation from above specifications involving extra labor/costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

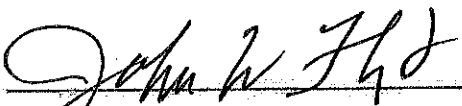
Authorized Signature: 

Date: 3/8/21

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified beginning 4/1/2021. Payment will be made as outlined above.

ACCEPTED BY: JOHN FLYNN, MAYOR
Printed name & title

AUTHORIZED SIGNATURE: 
DATE: 4-15-2021

Additional Bids as asked to include:

1. Seeding and fertilizing all grass areas after aerating with exclusion of soccer fields.
(\$2,000)
2. Snow removal for parking lot and sidewalk- (priced at \$60.00 per hour ice melt is additional at .90 cents per pound.)
3. Mulch- (\$75 per cubic yard of mulch delivered and installed and all beds edged)

- ☐ Mayor John Flynt
- ☐ Mayor Pro Tem Thearon Hooks
- ☐ Town Attorney Tom Medlin



Jimmy Landreth
Jim Rigsbee
Derek Foy



General Scope of Work

Please bid items 1-8 in at an annual rate to be paid in 12 equal monthly installments.

Service Begins 4/1/2021

1. Mowing: Mow common areas, at entrances, along walking trail, and all areas inside the property except the soccer field throughout the 40-week growing season to always maintain a neat appearance. Vendor to notify staff of any problems found on the property. Water Tower Grounds will also be mowed during the 40-week growing season to always maintain a neat appearance.
2. Trimming. Trim each mowing visit as needed around sidewalks, street, utility boxes, steps, bed borders, trees, etc. Special attention to trimming back tree limbs/branches overhanging the walking trail on the north border of the park against the wood line to ensure the branches do not extend into the walkway.
3. Blowing Debris: Sidewalks/Driveways/Parking lots will be blown off each visit and month as needed to remove debris during mowing season.
4. Aerating. Aerating will occur in the fall for the full turf area except the soccer fields.
5. Weeding. Weed all flower beds and circular mulch around trees as needed. There should be no prevalence of weeds in these areas.
6. Leaf Service: Leaves are to be moved to natural areas perimeter every other week starting in mid-September and extending through mid-February.

7. Pruning will be done for perimeter plants around the town Hall Building as needed to maintain consistent and neat appearance.
8. Trees within edged beds will be pruned in winter months and bed edges will be maintained for neat appearance.

Include in Bid as Separate Price

1. Seed all grass areas after aerating. Note this does not include the soccer field. It includes grass areas in the park, town hall, and the water tower and Chlorine Station.
2. Snowplow (parking lot) and shovel (sidewalk) price per hour.

DH

NORTH CAROLINA
GUILFORD COUNTY

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is entered into this 12th day of April, 2021, by and between The Town of Stokesdale (hereinafter "Stokesdale"), and EXCELLENCE LANDSCAPING & LAWN CARE, LLC, a North Carolina limited liability company located at 7800 Pond Ridge Court, Stokesdale, NC 27357 (hereinafter "Provider").

For and in consideration of the terms and provisions hereinafter set forth, Stokesdale hereby contracts for the services of the Provider, and the Provider agrees to provide the services for commercial lawn and grounds maintenance in accordance with the terms of this Agreement.

1. The services to be performed by the Provider and the supplies and materials to complete the work shall be as shown on the attached Exhibit A (Proposal of Provider and General Scope of Work), which is incorporated herein by reference. This Agreement shall not include services or materials for seeding and fertilizing, snow removal, or mulch.

2. The term of this agreement shall be from April 12, 2021 until March 31, 2023. This agreement may be terminated prior to the end of the term by either party upon ninth (90) day's written notice to the other party.

3. As full compensation for the Provider's services, Stokesdale agrees to pay Provider the sum of Twenty-Four Thousand Dollars (\$24,000.00) annually. Prior to payment, Provider shall supply Stokesdale with a valid IRS Form W-9. Provider shall be paid upon the following schedule: the sum of Two Thousand Dollars (\$2,000.00) on a monthly basis due on the first day of each month, and for any partial month the monthly payment shall be prorated based on a 30 day month (i.e. 4/12/21 to 4/30/21 = $18/30 \times \$2000 = \$1,200.00$).

4. The Provider shall act as an independent contractor and understands that no federal, state, or other payroll tax of any kind shall be withheld or paid by Stokesdale on behalf of Provider or employees of the Provider. Provider shall be responsible for providing and maintaining general liability insurance, worker's compensation insurance, and any other appropriate insurance required by this Agreement or North Carolina law.

5. The Provider shall defend, indemnify, and hold Stokesdale, its officials and agents harmless from and against all claims, damages, loss and expenses arising wholly or in part out of any act or omission of the Provider or its employees, related to the execution of this Agreement. (Insurance coverage?)

6. Stokesdale shall not be liable to the Provider for any expenses paid or incurred by the Provider and not provided within the scope of services of this Agreement unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide the contracted services unless otherwise agreed in writing.

7. The Provider warrants that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to the services covered by this Agreement. Provider warrants that its work will be free from defects in materials and workmanship for a term of one (1) year from the date of completion of its services. **Provider shall, prior to signing this Agreement, file all necessary Annual Reports with the North Carolina Secretary of State and shall maintain said Reports during the Term of this Agreement.**

8. This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement may not be modified unless in writing and signed by all parties.

IN WITNESS WHEREOF, Stokesdale and Provider have set their hands and seals effective as of the day and year first above written.

Town of Stokesdale

By: 

Name: Theron G. Hooks

Title: Mayor Pro-Tem

Excellence Landscaping & Lawn Care, LLC

By: 

Name: Dominick Herring

Title: Member/Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.


Kimberly Thacker, Finance Officer

Agenda Item #14:
Consideration of Budget
Amendment #2 for FY 2022-
2023 and to create line item for
Emergency Water Repairs.

Agenda item will be
forthcoming.

NORTH CAROLINA
GUILFORD COUNTY

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is entered into this 1 day of JUNE, 2020, by and between The Town of Stokesdale (hereinafter "Stokesdale"), and The Computer Store, Inc. d/b/a Total Computer Solutions of 5601 New Garden Village Drive, Greensboro, North Carolina 27410 (hereinafter "Provider").

For and in consideration of the terms and provisions hereinafter set forth, Stokesdale hereby contracts for the services of the Provider, and the Provider agrees to provide the services to Stokesdale in accordance with the terms of this Agreement.

1. The services to be performed by the Provider include monthly workstation security support and monthly backup and recovery support, and the supplies, materials, and assumptions to complete the work shall be as shown on the attached Exhibit A (Proposal of Provider consisting of 5 pages dated 5/7/20), which is incorporated herein by reference.

2. The term of this agreement shall be from June 1, 2020 until May 31, 2022. This agreement may be terminated prior to the end of the term by either party upon sixty (60) day's written notice to the other party.

3. As full compensation for the Provider's services, Stokesdale agrees to pay Provider the sum of Three Hundred Ninety-Six and 50/100 Dollars (\$396.50) per month for the monthly services. Stokesdale also agrees to pay a one-time workstation security setup fee of One Hundred Fifty Dollars (\$150.00) and a one-time backup and recovery setup fee of Three Hundred Fifty Dollars (\$350.00). Prior to payment, Provider shall supply Stokesdale with a valid IRS Form W-9. The setup fees will be invoiced to Stokesdale upon completion of the setup work. The monthly support fees will be invoiced on a monthly basis.

4. The Provider shall act as an independent contractor and understands that no federal, state, or other payroll tax of any kind shall be withheld or paid by Stokesdale on behalf of Provider or employees of the Provider. Provider shall be responsible for providing and maintaining general liability insurance, worker's compensation insurance, and any other appropriate insurance required by this Agreement or North Carolina law.

5. The Provider shall defend, indemnify, and hold Stokesdale, its officials and agents harmless from and against all claims, damages, loss and expenses arising wholly or in part out of any act or omission of the Provider or its employees, related to the execution of this Agreement.

6. Stokesdale shall not be liable to the Provider for any expenses paid or incurred by the Provider and not provided within the scope of services of this Agreement unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide the contracted services unless otherwise agreed in writing.

7. The Provider warrants that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to the services covered by this Agreement. Provider warrants that its work will be free from defects in materials and workmanship for a term of one (1) year from the date of completion of its services.

8. This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement may not be modified unless in writing and signed by all parties.

IN WITNESS WHEREOF, Stokesdale and Provider have set their hands and seals effective as of the day and year first above written.

TOWN OF STOKESDALE

THE COMPUTER STORE, INC. d/b/a
TOTAL COMPUTER SOLUTIONS

By: John Flynt

By: Chris Backer

Name: John Flynt

Name: Chris Backer

Title: Mayor 6/2/2020

Title: OPERATIONS MANAGER

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Elisa Houk

Finance Officer

This agreement proposal has been specifically written for:

Town of Stokesdale

Jim Rigsbee
8325 Angel Pardue Road
Stokesdale NC
27357

tarheelfan3161@gmail.com



Thank you for allowing us to submit this proposal and for entrusting us with your technology needs. TCS's vision is to be the most trusted information technology partner in Central North Carolina. Barry Utesch – President

TCS has custom engineered this solution to be stable, reliable and secure and unless significant change or growth occurs this solution should provide **Town of Stokesdale** with the optimum ROI on their technology investment for the next three to five years.



Total Computer Solutions,
5601 New Garden Village Dr. Greensboro, NC 27410
(336) 632-0860 fax (336) 632-1568
www.tcsusa.com

Initials: 



Assumptions

These assumptions are the foundation for this proposal

- Unless specifically stated otherwise, some down time is to be expected as part of this project and every effort will be made to keep this to a minimum.
- High speed circuits are up and functioning properly with public static routable IP addresses.
- All existing equipment and any additional equipment that will be integrated into the network are in good working order.
- All workstations in the current network are free of viruses, ad bots and other significant problems.
- All work will be performed during normal business hours except where noted otherwise.
- Client accepts responsibility for scheduling 3rd party application vendors to be available if there is a problem with their specific application. If a 3rd party application problem causes TCS to incur additional time on this project client agrees that this will be considered "out of scope" with additional charges for time being understood.
- Existing cabling infrastructure, including switches, are 100 MB / CAT 5 or better and considered sound and stable. If remediation of same is not included in this proposal, then any delays or additional work caused by deficient infrastructure will be billed as 'out of scope'.
- Setup or configuration of Smart Phones, Tablet's or other similar devices is not part of this scope unless specifically stated otherwise.
- Client will assist in the creation of success criteria and verification and testing procedures.
- Client will provide access requirements, both physical and virtual.
- Client will provide all necessary software, licensing, and hardware to implement this solution unless otherwise noted and client assumes full responsibility for licensing compliance of any software, they provide to TCS for installation.
- Client acknowledges that TCS has been selected for this work because of their expertise and agrees that they will make changes to the existing equipment configuration as suggested by TCS CSM's or Analysts. If these changes are considered foundational to the success of the project TCS may require a waiver be signed absolving TCS from a specific problem that in our opinion will likely occur and or additional charges for delaying the project may be incurred.
- The knowledge transfer and training provided in this solution will be delivered one time to at least one system administrator level employee.



Total Computer Solutions,
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www.tcsusa.com

Initials: Q7





| Date | Quote # |
|----------|----------|
| 05/07/20 | TCSQ2893 |

Sold To: Town of Stokesdale
 Jim Rigsbee
 8325 Angel Pardue Road
 P O Box 465
 Stokesdale, NC 27357
 United States

Phone:
Fax:

Agreement Start Date: 6/1/2020
Agreement End Date: 5/30/2022
Months : 24

Client Strategy Mgr (CSM)
 andy

| Qty | Description | List Price | Unit Price | Ext. Price |
|------------------------------------|--|------------|--------------------------|------------|
| | --Monthly Workstation Security Support-- | | | |
| 7 | | \$19.50 | \$19.50 | \$136.50 |
| | --One Time Workstation Security Setup-- | | | |
| 1 | | \$275.00 | \$150.00 | \$150.00 ✓ |
| | --Monthly Backup and Recovery Support-- | | | |
| 1 | | \$309.00 | \$260.00 | \$260.00 |
| | --One Time Backup and Recovery Setup-- | | | |
| 1 | | \$500.00 | \$350.00 | \$350.00 ✓ |
| Qty billed Monthly will be actual. | | | Monthly Agreement | \$396.50 |

Taxes are based on the state you do business in.

Please contact me if I can be of further assistance.



Initials CR



Agreement Signature Page

This Statement of Work (SOW) is part of "The Master Service Agreement" already signed by **Town of Stokesdale** and TCS. If you need to review The Master Service Agreement, please let us know and we will be happy to provide it to you.

Term

The term of this agreement will begin on **6/1/2020** and end on **5/30/2022**. This is a **24** month agreement. The first term of this agreement will commence on the Effective Date and will continue for (12) months thereafter, ending on the last day of the calendar month in which such 24 month period falls

Cost Information

The pricing for the work being proposed is shown on another page of this document. All work considered Time and Materials or hourly will be billed based on the following rate table.

| | Standard Rate | Agreement Rate |
|-----------------|---------------|----------------|
| Network | \$135 | \$115 |
| System Analyst | \$155 | \$135 |
| Project Manager | \$180 | \$155 |

Unless stated otherwise: Saturday and evening work will be billed at 1.5 times the normal hourly bill rate. Sunday and TCS observed holidays will be billed at 2.0 times the normal hourly rate. Travel time, mileage and per diem charges are billed separately.

Acceptance

Please indicate your acceptance of this statement of work by signing below. If client adds or subtracts users, the items on this agreement that are quantity based will change accordingly. If client adds additional services or subtracts services, then a new statement of work will be presented for signature.

I hereby agree that I have read and understand the accompanying TCS proposal and statement of work. In addition, I accept this proposal and authorize TCS to begin in accordance with this statement of work.

This Quote is valid for a period of 30 days from May 27, 2020

Town of Stokesdale

Name:

John Flynt

Title:

Mayor

Signature:

[Signature]

Date:

6/2/2020

TCS:

Barry Utesch

Title: President

Signature

Date:



Total Computer Solutions,
5601 New Garden Village Dr. Greensboro, NC 27410
(336) 632-0860 fax (336) 632-1568
www.tcsusa.com

Initials: [Signature]





Workstation Security Monthly Service Plan

The purpose of the TCS Workstation Security product is to minimize the likelihood of your network becoming infected with malware and to keep your workstations up to date to reduce support issues.

Because the workstation is the most likely point for a network compromise TCS has created the Workstation Security Suite of tools and services. Below is a detailed list of what is included. What is important to you is that we are keeping your workstations healthy, optimized and secure.

Continuously Monitoring and Alerting for these Conditions

Anti-Virus is missing, Anti-Virus software is ageing, Anti-Virus software has errors, Hard drive capacity is approaching critical level, Hard drive is showing errors, memory usage is approaching critical level, Memory is showing errors, Clock or time sync errors, Previously blacklisted software has been installed, Reboot has not been performed in the past two weeks, Microsoft security patches & software updates are not current.

Weekly Activities

Install Malware software updates, Install Microsoft critical updates and security updates, Install Microsoft Office updates, Install Microsoft service packs, Install Microsoft general updates and roll ups. Install from a list of 130+ unique 3rd party applications like Adobe, Dot-Net, Chrome, Etc. We can also blacklist any updates or applications that conflict with your applications. Weekly random test phishing of all your email users,

Monthly Activities

Email Security video training of all Email users and reporting on who has completed or not completed this training. Rebooting workstations that have not rebooted recently. Reporting on Malware & Drive by requests, command & control requests.



TCS Backup & Disaster Recovery as a Service Monthly Service Plan

The purpose of the TCS Backup & Disaster Recovery Service (BDR) is to provide you with peace of mind. Knowing that a team of professionals is overseeing your backup to make sure it runs correctly each day. If you ever need a file reloaded, TCS is there to handle this for you. You and your staff don't need to spend time working with software that you only touch once or twice a year. If you have a fire, flood or some other kind of disaster TCS will work with you to recover your data from our offsite facility and get you back and operational quickly.

| | |
|--|---|
| On-Site Appliance | ✓ |
| 1TB of offsite storage | ✓ |
| Incremental backups set to run every 2 hours during the business day | ✓ |
| A 256Bit AES encrypted backup image copied offsite each night to a remote datacenter | ✓ |
| Daily confirmation that your backup ran properly | ✓ |
| Daily confirmation that the backup moved offsite properly | ✓ |
| Restore a file, directory or partition simply by calling our support desk | ✓ |
| Cloud Virtualization | ✓ |

Additional Services

500MB of added offsite storage \$100

Larger On-site Appliance due to unusual growth \$500

On-site virtualization of servers -custom Pricing

Re-imaging of client server(s) from BDR appliance will be done on a time and materials basis if the client is not part of our flat fee IT solution.

Client Minimum Requirements

This solution may require that you increase your Internet bandwidth to allow offsite data copy to complete nightly. Please contact TCS before resizing a partition, defragging server hard drives, performing database maintenance, or copying very large files. These actions can create an environment that will fill up the drive on your BDR and require a new base image be sent offsite.

More than 4 servers require special pricing or multiple BDR appliances

Total Computer Solutions Master Services Agreement

This Master Services Agreement (this "Agreement") is between Total Computer Solutions, Inc., a North Carolina corporation that maintains an office at 5601 New Garden Village Drive, Greensboro, North Carolina 27410 ("us", "our", "we" or "TCS"), and you, the entity who signs this document in the signature block below, electronically or otherwise ("you", "your" or "Client"). This Agreement is effective as of the latest date of the signatures of the parties below ("Effective Date").

1) **SCOPE OF SERVICES; SOW.** This is a master agreement that governs all services that we perform, as well as any services, licenses, or products that we sell or re-sell to you (collectively, the "Services"). The Services are not described in this Agreement; instead, the Services will be described in one or more orders, proposals, or statements of work that we provide to you (each, a "SOW"). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will be governed under this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.

2) GENERAL REQUIREMENTS.

a) **Environment.** For the purposes of this Agreement, "Environment" means, collectively, the portion of any computer network (cloud-based or otherwise), computer system, peripheral or device (virtual or physical) that we maintain, monitor, or operate pursuant to a SOW. The scope of a SOW, and the fees charged under a SOW, are generally determined by your needs and the configuration of the Environment as of the date that the SOW is signed. Therefore, to avoid a delay or negative impact on our provision of the Services, and to mitigate against certain potential costs involved in correcting Client-originated issues, you agree to refrain from modifying or moving the Environment, or installing software on the Environment, unless we expressly authorize such activity.

b) **Requirements.** At all times, all software in the Environment must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we describe minimum hardware or software requirements in a SOW ("Minimum Requirements"), you agree to implement those Minimum Requirements as an ongoing requirement of us providing the Services to you.

c) **Updates.** Patches and updates to hardware and software ("Updates") are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If required under a SOW, we will implement and follow the manufacturers' recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, and (iii) we reserve the right, but not the obligations, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.

d) **Third Party Support.** If in our discretion a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you all fees and costs associated with that process. If such fees or costs are anticipated in advance or exceed \$150, we will obtain your permission before incurring those expenses on your behalf unless exigent circumstances require us to act otherwise.

e) **Advice; Instructions.** From time to time, we may provide you with specific advice and directions related to the Services ("Advice"). (For example, our Advice may include increasing server or hard drive capacity or replacing obsolete equipment.) You are strongly advised to promptly follow our advice which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our Advice. If, in our discretion, your failure to follow our Advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow our Advice, or your unauthorized modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope and not covered under any SOW.

f) **Prioritization.** All Services will be performed on a schedule, and in a prioritized manner, as we determine reasonable and necessary.


g) **Authorized Contact(s).** We will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, (ii) who signed the applicable SOW, and/or (iii) who are generally designated by you during the course of our relationship to provide us with direction or guidance. If we are unsure whether a person is an Authorized Contact, we may delay the Services until we can confirm the person's authority within your organization. If you desire to change your

Authorized Contact(s), please notify us of such changes in writing which, unless exigent circumstances are stated in your notice, will take effect three (3) business days after we receive your notice.

h) *Insurance*. If you are supplied with TCS-owned or TCS-licensed equipment or software (collectively, "TCS Equipment"), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. TCS must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification to TCS. Upon our request, you agree to provide proof of insurance to us including proof of payment of any applicable premiums or other amounts due under the insurance policy.

- 3) **FEES; PAYMENT**. You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay us on an hourly basis pursuant to our then-current standard hourly rate schedule. You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If you qualify for a tax exemption, you must provide us with a valid certificate of exemption or other appropriate proof of exemption. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).
- a) *Schedule*. Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the provision of the Services. If applicable, payments made by ACH or credit card will be made on the first business day of the month in which the Services are to be provided.
- b) *Nonpayment*. Fees that remain unpaid for more than fifteen (15) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within ninety (90) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.
- 4) **ACCESS**. You hereby grant to us the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment on a 24x7 basis for the purpose of enabling us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for us to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must always be provided and assured by you. Our personnel will not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern, or that would require extraordinary or non-industry standard efforts to achieve.
- 5) **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY**.
- a) *Hardware / Software Purchased Through TCS*. Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through us ("Third Party Products") are nonrefundable once the product is placed in the delivery queue by the product's manufacturer or third party reseller. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and third party service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third-Party Products are provided "as is" and without any warranty whatsoever as between TCS and you (including but not limited to implied warranties).
- b) *Liability Limitations*. This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of this Agreement. You acknowledge and agree that we would not enter into this Agreement unless it could rely on the limitations described in this paragraph. All Services are provided "as is." In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to us), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations, indemnification obligations, and payment of attorneys' fees (as described elsewhere in this Agreement), a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved

Party's actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to TCS for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.

- 6) ~~INDEMNIFICATION. Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.~~ (INTENTIONALLY DELETED) INITIALS: 
- 7) **TERM; TERMINATION.** This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW will not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.
- a) *Termination Without Cause.* Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if TCS decides to cease providing a service to all of its customers generally, then we may terminate the applicable SOW (or the applicable portion of the SOW) without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate a SOW without cause and without TCS's consent, then you will be responsible for paying the termination fee described in Section 7(b), below. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.
- b) *Termination For Cause.* In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If TCS terminates this Agreement or any SOW For Cause, or if you terminate any SOW without cause prior to such SOW's expiration date, then we shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to us had this Agreement or SOW (as applicable) remained in full effect. If you terminate this Agreement or a SOW For Cause, then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination.
- c) *Client Activity As A Basis for Termination.* In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the Environment or any part of the Environment to malfunction consequently requiring remediation by TCS on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair, or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any harassing or other unacceptable behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then TCS will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
- d) *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.
- e) *Equipment / Software Removal.* Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which TCS Equipment is located to enable us to remove all such equipment from the premises. If you fail or refuse to grant us access as described herein, or if any of the TCS Equipment is missing, broken or damaged (normal wear and tear excepted) or any of TCS-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items. Certain services require the installation of software agents in the Environment ("Software Agents"), and you agree not to remove, disable, circumvent or otherwise disrupt the Software Agents unless we explicitly direct you to do so.

f) *Repayment of Discounted Fees.* If you are provided with a price discount or fee waiver under a SOW based on your commitment to retain our Services for a minimum term and if, under that scenario, we terminate the SOW for cause or you terminate the SOW without cause, then in addition to any other remedy available to us, you agree to pay us the amount of the fee waiver or, if applicable, the difference between the discounted rates and the non-discounted rates under that SOW, calculated from the effective date of the SOW through the date of termination.

g) *Transition; Deletion of Data.* In the event that you request our assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to us providing our assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. You also understand and agree that any software configurations that we custom create or program for you are our proprietary information and shall not be disclosed to you under any circumstances. Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or control beyond fifteen (15) calendar days following the termination of this Agreement. We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this paragraph.

8) **RESPONSE; REPORTING.**

a) *Response.* We warrant and represent that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the Environment, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of the Environment or our equipment or network, or (iv) delays caused by a force majeure event.

i) *Scheduled Downtime.* For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 7:00 AM and 7:00 PM Eastern time, Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to the Environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) *Client-Side Downtime.* We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").

iii) *Vendor-Side Downtime.* We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.

iv) *Remedies; Limitations.* Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

b) *Onboarding Exception.* You acknowledge and agree that for the first thirty (30) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to us, it being understood that there may be unanticipated downtime or delays due to our initial startup activities with you (the "Onboarding Exception").

9) **CONFIDENTIALITY.**

a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that (i) has become part of the public domain through no act or omission by us, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use.* We will keep your Confidential Information confidential and will not use or disclose such information to any third party for any purpose except as expressly authorized by you in writing, or as needed to fulfill our obligations under this Agreement.

c) *Due Care.* We will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care. If we enter into any other agreement with you related to Confidential Information (such as a business associate agreement) on or after the Effective Date, the contractual terms that require the higher levels of confidentiality will apply to our use of Confidential Information.

d) *Compelled Disclosure.* If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 9. We will use our best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.

e) *Business Associate.* If we enter into a business associate agreement ("BAA") with you for the protection of personal health information, then the terms of the BAA will be read in conjunction with the terms of the confidentiality provisions of this Agreement. The terms that protect confidentiality most stringently shall govern, and conflicting privacy- or confidentiality-related terms shall be governed by the BAA.

10) **ADDITIONAL TERMS; THIRD PARTY SERVICES.**

a) *Compliance.* Unless otherwise expressly stated in a SOW, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client's business or operations. Depending on the Services provided, the Services may aid Client's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.

b) *EULAs.* Portions of the Services may require you to accept the terms of one or more third party end user license agreements ("EULAs"). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to adhere to and be bound by the terms of such EULAs. If you are required to enforce the provisions of a EULA, you will look only to the applicable third-party provider for such enforcement. If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.

c) *Third Party Services.* Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as network monitoring services, data hosting services, domain registration services, and data backup/recovery services ("Third Party Service"). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in our sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to TCS or to you.

d) *Data Loss.* Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the Environment that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

e) *BYOD.* You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment (collectively, "Devices"), regardless of whether such Devices are owned, leased or otherwise controlled by you. Unless otherwise stated in a SOW, Devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment. Client is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to us and are not expressly covered under a managed service plan from us ("Unknown Devices"). We will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and we will not be obligated to provide the Services to any Unknown Devices.

f) *Equipment.* Unless otherwise noted in a SOW, all TCS Equipment is licensed to you, and is neither owned by you nor leased to you. Upon the expiration of an applicable SOW, your license to use the TCS Equipment shall immediately terminate, and thereafter all TCS Equipment must be returned to us immediately at your expense. All configurations on the TCS Equipment are our proprietary information and will not be circumvented, modified, or removed by you without our prior written consent.

- 11) **OWNERSHIP.** Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party ("Intellectual Property"), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property to the other party.
- 12) **ARBITRATION.** Except for undisputed collections actions to recover fees due to us ("Collections"), any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. The arbitration shall be administered and conducted by the American Arbitration Association (the "AAA") or if there is no AAA arbitrator available within a ten (10) mile radius of our office, then by such other arbitration venue as determined by us, pursuant to that venue's arbitration rules for commercial disputes (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in our office in Greensboro, North Carolina, unless we agree to a different venue. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration proceedings shall be split evenly between the parties and each party will pay its own attorneys' fees and costs; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.
- 13) **MISCELLANEOUS.**
- a) *Disclosure.* You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services. Similarly, if you are subject to responsibilities under any applicable privacy law (such as HIPAA), then you agree to identify to us any data or information subject to protection under that law prior to providing such information to us or, as applicable, prior to giving us access to such information.
- b) *Security.* You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are purposely or intentionally downloaded or installed into the Environment. We do not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a SOW, the recovery of Impacted Data is not included in the scope of a SOW. You are strongly advised to (i) educate your employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario. As described in Section 5 above, unless such incidents are caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents. *[ALT] You are required to obtain and maintain at all times, and at your cost, cyber insurance covering at a minimum, the theft or misuse of private or confidential information, the breach of networked and managed security systems, and any failure to prevent the transmission of computer malware.*
- c) *Assignment.* Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party, and this Agreement will be binding upon any parties to whom this Agreement is permitted to be assigned or transferred. Notwithstanding the foregoing, either party may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of that party's business, or any other transaction in which ownership of more than fifty percent (50%) of that party's voting securities are transferred; provided, however, that the assignee must be reasonably capable of fulfilling the assignor's duties and obligations (including financial obligations) under this Agreement, and must so state in writing.
- d) *Amendment.* Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless the amendment or modification is originated in writing by TCS, specifically refers to this Agreement or the SOW being amended, and is accepted in writing (email is acceptable) by one of your Authorized Contacts.
- e) *Time Limitations.* The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.

- f) *Severability*. If any provision in this Agreement or SOW is declared invalid by a court of competent jurisdiction, that provision will be ineffective only to the extent that the court declares it invalid or unenforceable, and the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- g) *Collections*. If we are required to send your account to Collections or to start any Collections-related action to recover undisputed fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys' fees and costs.
- h) *Other Terms*. We will not be bound by any terms or conditions printed on or contained in any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing (email is acceptable).
- i) *No Waiver*. The failure of either party to enforce or insist upon compliance with any term of this Agreement (including a one-time recurring waiver of a term in this Agreement) will not constitute a continuing obligation or intention to waive that term in the future.
- j) *Merger*. This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. The foregoing is not intended to eliminate or waive, and does not eliminate or waive, any amounts owed to us prior to the Effective Date, all of which (if applicable) shall remain due and payable pursuant to the agreement under which those amounts accrued. We will not be bound by any of our agents' or employees' representations, promises, or inducements if they are not explicitly set forth in this Agreement or a SOW. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. The foregoing sentence does not apply to any business associate agreement required under HIPAA, which the parties may (if required) enter into after the Effective Date of this Agreement.
- k) *Force Majeure*. Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- l) *Non-Solicitation*. Each party (a "Restricted Party") acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees with whom the Restricted Party worked to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee of the other party with whom the Restricted Party worked to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee first year of base salary with the Restricted Party (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.
- m) *Survival*. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.
- n) *Governing Law; Venue*. This Agreement and any SOW will be governed by, and construed according to, the laws of the state of North Carolina. You hereby irrevocably consent to the exclusive jurisdiction and venue of Guilford County, North Carolina for any and all claims and causes of action arising from or related to this Agreement.
- o) *No Third-Party Beneficiaries*. The parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- p) *Usage in Trade*. No usage of trade or other regular practice or method of dealing between the parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- q) *Business Day*. If any time period set forth in this Agreement expires on a day other than a business day in Guilford County, North Carolina, such period will be extended to and through the next succeeding business day in Guilford County, North Carolina.

r) *Notices; Writing Requirement.* Where any notice, amendment, or similar communication is required to be provided to a party under this Agreement, it may be sent by U.S. mail, overnight courier, or email and it will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email or immediately upon being acknowledged by the recipient (whichever is earlier). Notice sent by email must be sent to the last known email address of the recipient. All electronic documents and communications (such as email) between the parties will satisfy any "writing" requirement under this Agreement.

s) *Independent Contractor.* We are an independent contractor; we are not your employer, employee, partner, or affiliate.

t) *Subcontractors.* Generally, we do not utilize subcontractors to perform onsite services; however, should we elect to subcontract a portion of those services, we will guarantee the work as if we performed the subcontracted work ourselves.

u) *Data & Service Access.* Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.

v) *Counterparts.* The parties intend to sign, accept and/or deliver this Agreement, SOW or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver this Agreement, any SOW or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.

AGREED AND ACCEPTED:

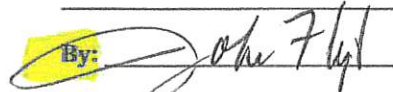
Date: _____

Date: 6-2-2020

TOTAL COMPUTER SOLUTIONS

Client: Town of Stokesdale

By: _____

By:  _____

Print Name / Position

Print Name / Position

John Flynt, Mayor

SEE ATTACHED FIRST ADDENDUM TO MASTER SERVICE AGREEMENT WHICH IS MADE A PART OF THIS AGREEMENT.

FIRST ADDENDUM TO MASTER SERVICES AGREEMENT

This First Addendum to Master Services Agreement is between Total Computer Solutions, Inc. and the Town of Stokesdale.

- A. Paragraph 6 entitled **INDEMNIFICATION** is deleted in its entirety.
- B. Paragraph 7 entitled **TERM; TERMINATION** is amended as follows:

- 1. By deleting paragraph 7(a) and inserting in lieu thereof the following:

a) *Termination Without Cause.* The parties have agreed that either party may terminate this Agreement/SOW prior to the end of the Term without cause upon sixty (60) days written notice to the other party. If Client terminates this Agreement/SOW without cause during the first year of the Term, then you will be responsible for paying the termination fee described in Section 7(b) below. After the first year of the Term, Client will not incur an early termination fee for a termination without cause. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.

- 2. By amending the second sentence in paragraph 7(b) to read as follows:

If TCS terminates this Agreement or any SOW For Cause, or if you terminate any SOW without cause during the first year of the Term, then we shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to us had this Agreement or SOW (as applicable) remained in full effect.

- 3. Except as amended above, the remaining provisions in Paragraph 7 continue in full force and effect.

AGREED AND ACCEPTED:

Date: _____

TOTAL COMPUTER SOLUTIONS

By: _____

Print Name & Position

Date: June 2, 2020

TOWN OF STOKESDALE

By:  _____

John Flynn, Mayor

Print Name & Position



TOWN OF STOKESDALE

BASKETBALL AND PICKLE BALL COURT RFP

Bid ID: 01-13-23_B

Issue Date: 01-13-23

Dead Line 02-01-23 at 2pm

Expected Contract Award: 02-10-23

Project Completion Deadline: 07-31-23

The Town of Stokesdale is requesting proposals from Vendors interested installing a basketball and a pickle ball court at the Stokesdale Town Park. The town would like to see proposals for each facility with the understanding that the Town may only ultimately only select one of the two facilities depending on funds allocated. Additionally, the town may not select to move forward with any of facilities in this proposal. The Stokesdale Town Council will make the final decision on award.

The park is located at 8329 Angel-Pardue Road in Stokesdale, NC. The Town is actively seeking vendors that can meet the deliverables requested in this FRP. PDF files of your proposals must be received by the Town of Stokesdale no later than February 1st, 2023 at 2pm. Drawings and Illustrations Must be mailed to Town Hall postmarked by February 1st, 2023. Please follow instructions on bid submittal on the last page of this RFP.

The procurement method of this project is “construction” bid. As the construction will not exceed \$500,000, the Town deems this RFP a solicitation for an “informal bid” per the NCGS.

Informal bidding – Bids for projects in the informal bidding range must be “secured.”

The statutes do not specify any particular requirements for securing informal bids, so local governments can solicit by any method they choose, such as a newspaper ad, website posting, email, mail, or phone. [G.S. 143-131(a)]

1. *Informal bids may be received in any form – Informal bids are not required to be sealed or received in any form, so they may be received via fax, electronically, by phone, or in any other form specified by the local government. [G.S. 143-131]*



- c. Mini-Brooks Act services – surveying, architectural, engineering, construction management-at-risk, design-build, design-build bridging, and public-private partnership
- d. Everything else (example: service contracts not subject to Mini-Brooks Act)

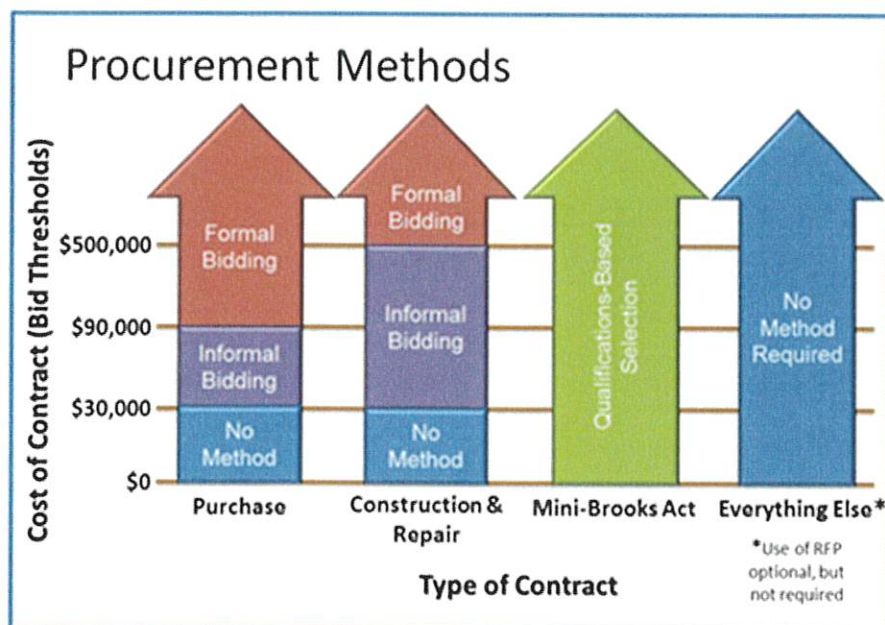
2. Cost (Bid Thresholds)

- 1. \$30,000 – informal bid threshold for purchase and construction & repair contracts
- 2. \$90,000 – formal bid threshold for purchase contracts
- 3. \$500,000 – formal bid threshold for construction & repair contracts

3. Procurement Methods

- a. Informal bidding - purchase and construction & repair contracts
- b. Formal bidding - purchase and construction & repair contracts
- c. Qualifications-based selection (QBS) - required for Mini-Brooks Act services
- d. Request for Proposals (RFP) - optional for all service contracts other than Mini-Brooks Act services

The chart below combines the type of contract, bid thresholds, and procurement methods:



1. Existing Conditions and Approval

The land is currently covered with trees and shrubbery on property owned by the Town of Stokesdale at the new phase of the Stokesdale Town Park. The land is relatively flat and adjacent to a paved walking trail.

Issuance of a contract will be contingent upon the Stokesdale Town Council approval.

2. Process for Vendor Selection

The Town is asking all prospective Vendors to evaluate the site and present a proposal. Vendors may submit more than one proposal if you believe the different proposals are substantially different while still meeting the deliverables requested of the town. Each proposal will be evaluated based on the following factors with the below score card being employed to all bids as a means of objectively evaluating each proposal:

- Overall design
- References
- Price
- Ability to illustrate the value proposition in terms of safety and durability of a modular basketball court.
- Adherence to requirements listed in the “Scope of Work”
- Ability of the Vendor to complete work by July 31st, 2023
- Provide Handicap Accessibility to the Courts
- Modular court polypropylene court manufacturing in United States with preferred vendor project manager based in North Carolina.
- Adherence to preferred materials and overall quality of materials

3. Objective Scoring of Vendor Proposals

| Evaluation Factor | Maximum Points Available | Basis for Score |
|--|--------------------------|---|
| Price | 30 | lowest price is 30 points. Each subsequent bids will be 6 points less with a floor of zero points (dependent on number of bids received) |
| Past Performance (Reference Checks) | 15 | 3 positive references 15 points, 2 positive references 10 points, 1 positive reference is 5 points. No positive reference is 0 points |
| Interviews with Management and Key Staff | 15 | adequately answers all management/staff questions or emails follow up answers within 1 business day of staff interview is 15 points. Each business day after reduces points by 5 per day. No adequate answer is zero points |
| Ability to Complete Job by Required Deadline | 10 | Yes is 10 points. No is zero points. |
| Adherence to all items requested in RFP so that town staff does not need to request information requested in RFP | 5 | 100% adherence is 5 points. If staff has to request any informations that was requested to be provided in RFP, 0 points |
| Minority Business Enterprise as defined by NCGS 143-28 | 10 | must provide affidavit and proof of minority owned business. Yes is 5 points. No is zero points. |
| Local Contractors (key personnel in located in NC) | 5 | Construction performed and managed by a company/sub contractors with business operations addressed in NC is 5 points. Zero points if no. |
| Greater than 80% of Material Cost Manufactured in United States | 5 | Yes is 10 points. No is zero points. Must provide statement on locale of material manufacturing. |
| Overall Design | 5 | |
| Total | 100 | |

4. Proposed Site

- Currently owned by the Town of Stokesdale and covered with trees/shrubbery.
- Would require site clearing. Site is relatively flat.

5. Scope of Work

1. Prospects should prepare a proposal (s) based on the site available and the Town's proposed scope of work.
2. The successful Vendor shall provide all components of the basketball and/or pickle ball courts, goals, netting, fencing, benches, etc. for the project. The Vendor shall also provide all materials, tools, and labor necessary to complete the basketball and/or pickle ball courts including the basketball goals. In addition, the Vendor shall pay all shipping costs, travel expenses, and other likely costs necessary for completion of the project. The price quoted to the Town is the turn key price in full (excluding NC Sales tax)
4. Bidders should provide addresses, email addresses, and telephone numbers of at least three references. References should be clients for whom you installed similar equipment.
5. All equipment shall be designed and installed in accordance with all current CPSC, ADA, ASTM, and other laws and requirements concerning outdoor basketball goal and/or pick ball courts in the State of North Carolina.

6. Illustration and Drawings

Provide plan of all pertinent aspects of the basketball court and its method of installation and location. Submit drawings on sheets of 24" X 36" (preferred) or 11" X 17" (acceptable). Please submit a minimum of two copies of each drawing. Drawings shall be to scale and legible. The plans should clearly show locations of benches, court lines, basketball goals, netting, and fencing.

7. Handicap Accessibility: Each proposal should meet ADA standards and requirements. The Town is interested in providing wheelchair access to all areas of the Town Park to the greatest extent practical.

8. Overall Program:

The Town of Stokesdale is seeking proposals and pricing for a basketball and pickle ball court that would be constructed adjacent to each other.

Potential vendors should submit two separate quotes: One for the basketball court and one for the pickle ball quote. Additionally, please provide quote if contracted for both courts. With

economies of scale, it is expected the Town would see a lower quote if contracted to perform both courts.

Proposals for each court should identify cost categories such as of site prep, concrete, court material, basketball goals, netting, benches, fencing, and labor.

Please make sure to address each line item below in proposal:

The Town is interested in providing a high quality basketball and/or pickle ball experience for our citizens that include:

- Overall basketball court including surrounding sized at 70' in width x 104' in length.
- One (1) full court running full-length
 - High School Size Court (50' x 84') with high school lines
- Four (4) half-court basketball courts
 - Can be used as two (2) full courts instead of four (4) half courts.
 - Should also have high school lines for the 3 point line, free throw lines/"paint" area.
- Basketball goals should be anchored into the ground to sustain the play that will occur on a municipal court. Goals should come with a 5 year warranty. Backboard to be made of poly carbonate material. Poly carbonate material is desired due to its added strength and ability to remove any graffiti.
- The Town of Stokesdale does desire to see a price difference between poly carbonate goals versus tempered glass goals included in proposals.
- Each basketball goal should be 42" tall and 72" wide.
- It is preferred that the goals be adjustable in height. However, the town staff (and not general public) should be the only ones making these adjustments. Please specify if such a control mechanism can be delivered to limit when and whom may adjust the height of the goals how it can mechanically be managed.
- Court surface should be Modular court made of polypropylene and should include a 15 year limited warranty. Modular court should be laid over a concrete base. Preference given to vendors that use modular court material manufactured in the United States.
- Vendor must be able to provide safety data studies such as an impact protection indexing that illustrates that the proposed modular court is significantly safer than a traditional concrete court.
- Vendor should have data and/or an explanation as to why a modular court would provide long term value to the Town of Stokesdale as opposed to a concrete or asphalt court.
- 10' foot galvanized chain linked fence with three gates surrounding each court. Fencing should be in a dark green (hunter green) color to blend in with surroundings.
- Install asphalt walk way to one of the gates on the length side of each court for handicap accessibility.
- Install pavers from walking trail to the other gate on the length side of the court

- No pavers installed at the third gate (which would be on the short side of the court in the event the town adds a parking lot adjacent to the goals)
- Install four (4) eight (8) foot benches on the basketball court. Two (2) for the home side and Two (2) for the away side. Benches to be made of metal seats and backs using a thermoplastic coating and must be maintenance free and corrosion resistant. The steel frames on the benches should also be powder coated steel. Colors TBD upon reward of contract.
- Pickle ball courts should be regulation size of 44 feet in length in 20 feet in width with all regulation court lines. Each pickle ball court will be separated 10 feet apart from one another and will have a 10 foot border on each side up to the fencing.
- Vendor shall provide turn-key price inclusive of the entire process from design to site prep to construction to final clean-up upon and completion.
- This is an active town park. Vendor should make all efforts to maintain a safe construction zone at all times while minimizing your presence at Town Park that would negatively impact other activities.

9. Color selection of the basketball court and/or pickle ball court shall be finalized after acceptance of the bid.

10. Materials:

All concrete shall be a minimum of 4,000 psi (unless otherwise specified by the manufacturer) with fiber reinforcement. The contractor shall make arrangements that would allow the Town to inspect all concrete installations prior to backfilling or covering concrete.

Site work will include tree removal, breaking ground, clearing land, grading, compacting, spreading gravel base and pouring concrete. This is not an inclusive list.

11. Additional Site Work:

If the successful Vendor and the Town both agree that additional site work is necessary, the Vendor shall arrange for the site work to be completed. If additional site work is necessary the Vendor may charge the Town the full cost of the site work, plus a maximum of a 5% project management upcharge. Vendor must submit any invoices to the town if additional site work is agreed upon.

12. Warranty: Please include all warranty information with the proposal.

13. Proof of Insurance and Bonding:

Successful candidate must be able to supply liability insurance as well as Bonding assurance.

14. Federal Funds

The town will be using ARPA funds granted from the Federal Government and vendor must be compliant with the below:

FEDERAL UNIFORM GUIDANCE

Under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) the following provisions apply to this RFQ (as applicable):

- Equal Employment Opportunity (2 C.F.R. Part 200, App. II, § (C))
- Copeland “Anti-Kickback” Act (2 C.F.R. Part 200, App. II, § (D))
- Contract Work Hours and Safety Standards Act (2 C.F.R. Part 200, App. II, § (E))
- Rights to Inventions Made Under a Contract (2 C.F.R. Part 200, App. II, § (F))
- Clean Air Act and Federal Water Pollution Control Act (2 C.F.R. Part 200, App. II, § (G))
- Debarment and Suspension (2 C.F.R. Part 200, App. II, § (H))
- Byrd Anti-Lobbying Amendment (2 C.F.R. Part 200, App. II, § (I))
- Procurement of Recovered Materials (2 C.F.R. Part 200, App. II, § (J), 2 C.F.R. § 200.323)
- Prohibition on Contracting for Covered Telecommunications Equipment or Services (2 C.F.R. Part 200, App. II § (K), 2 C.F.R. § 200.216)
- Domestic Preference for Procurements (2 C.F.R. Part 200, App. II, § (L), 2 C.F.R. § 200.322)
- Contracting with Small and Minority Business, Women’s Business Enterprises, and Labor
- Surplus Area Firms (2 C.F.R. § 200.321)
- Access to Records (2 C.F.R. § 200.324)
- Assurances of Compliance with Title VI of the Civil Rights Act of 1964 Increasing Seat Belt Use.
- Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Awardee should encourage its contractors to adopt and enforce on-the-job seat belt
- Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, Awardees, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers

Contact Information:

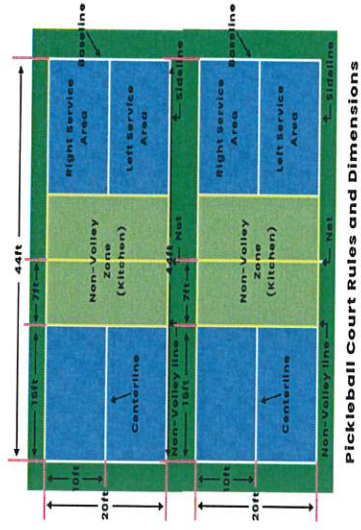
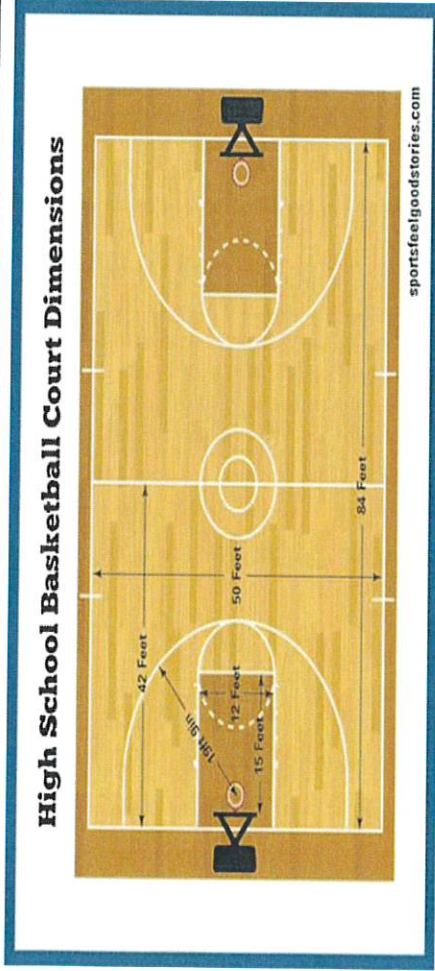
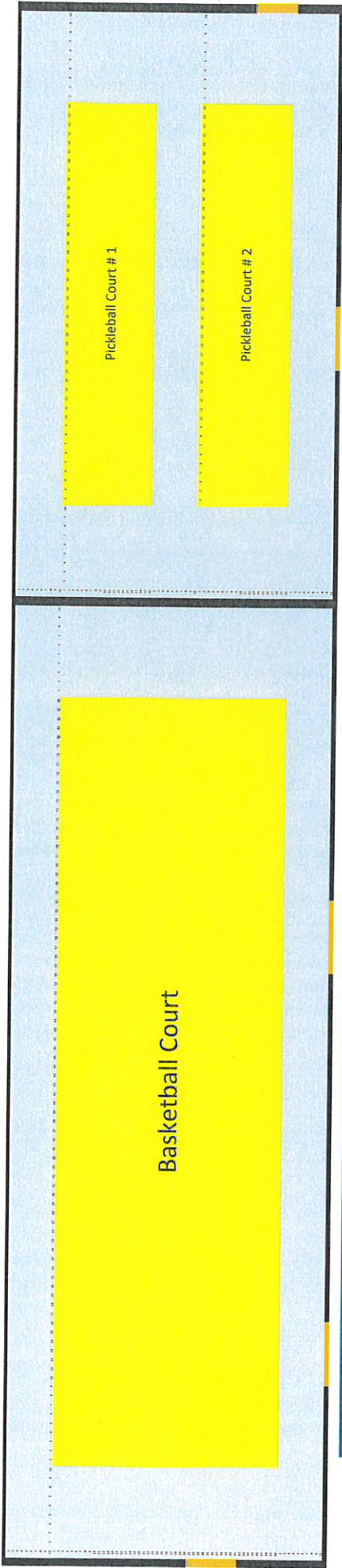
Bids may be sent via email to Robbie Wagoner (Deputy Town Clerk) at deputyclerk@stokesdale.org and Dale Martin (Town Clerk) at stokesdale@stokesdale.org.

All drawings and illustrations to scale must be mailed to Town Hall at the below address.

For information related to the site and the specifics of the proposal please contact: Robbie Wagoner, Deputy Town Clerk at deputyclerk@stokesdale.org or 336-643-4011.

USPS mailing address to the Stokesdale Town Hall is PO BOX 465 Stokesdale, NC 27357

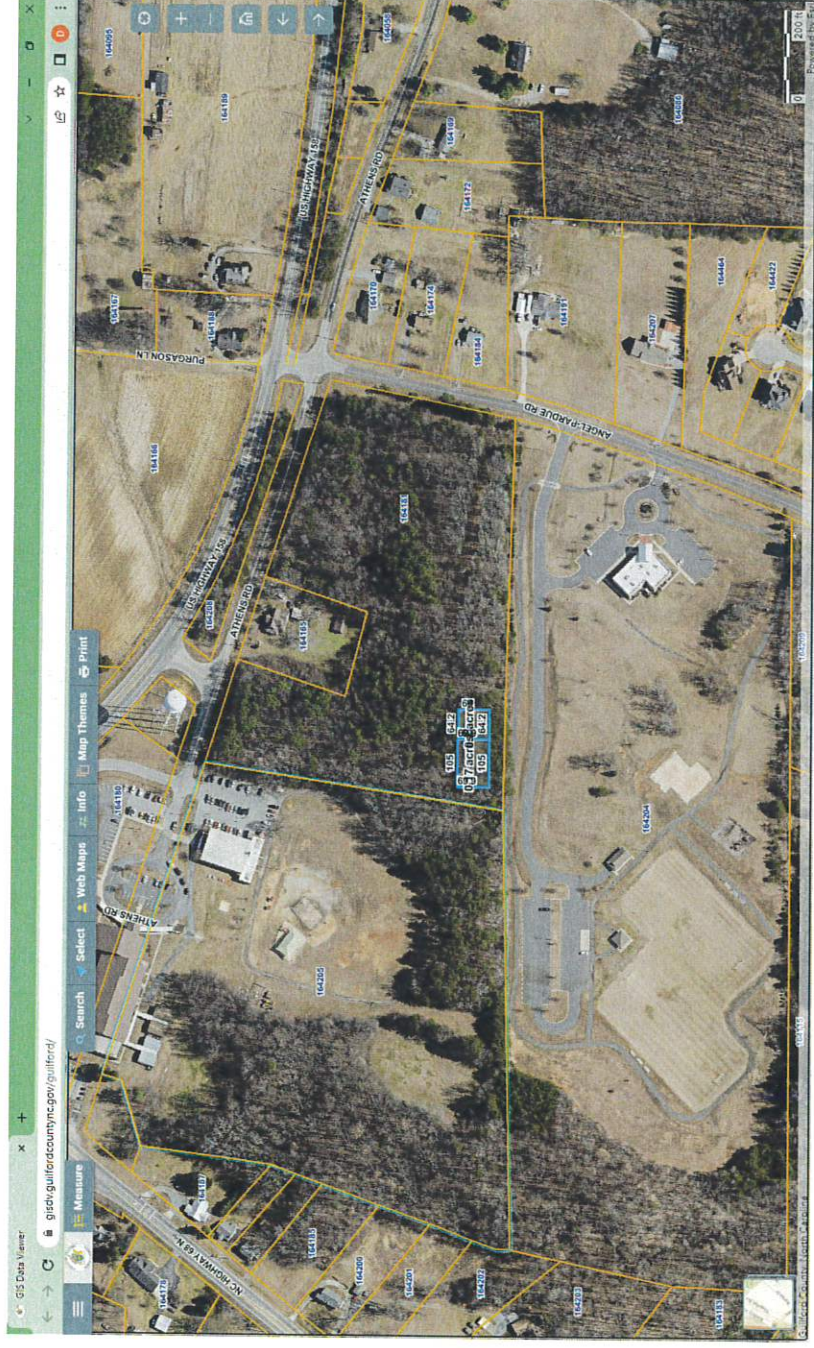
UPS and Fed Ex Deliveries accepted at the Stokesdale Town Hall Physical address of 8325 Angel-Pardue Road; Stokesdale NC; 27357. Hand deliveries are accepted at Town Hall Monday-Thursday between 9am and 4:30pm.



Close Up Aerial View of Current Proposed Site



High level aerial view of proposed site



REQUESTS FOR LETTERS OF INTEREST/STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES



THE TOWN OF STOKESDALE DESIRES TO ENGAGE A PRIVATE ENGINEERING FIRM FOR THE FOLLOWING PROJECT:

TOWN OF STOKESDALE WATER LINE EXTENSION TO ADD WATER SYSTEM REDUDANCY

Issue Date: January 13, 2023

Deadline Date: February 21, 2023 at 2pm

PROJECT BACKGROUND AND SCOPE OF WORK DESIRED:

- The Town of Stokesdale Waterline Extension Project is designed to provide public water access and add a water main redundancy to the Town of Stokesdale' Water System.
- The Town of Stokesdale's Water System has grown ~ 35% in terms of number of customers since January 1st, 2020.
- The Town is seeking redundancy in its current water system by adding an additional water main supplying water to the Town of Stokesdale to supplement its existing one water main on HWY158 supplying water into Town from the Forsyth County Line into the Stokesdale Town Core.
- The Town of Stokesdale purchases water from Forsyth County.
- The preliminary design includes a water extension project at either one (1) of two (2) locations to be determined by the Stokesdale Town Council.
- Potential Water Main Extension Locations are:
 - **Option 1**
 - 12" water main along Haw River Road from approx. 8122 Haw River Road to Warner Road [approx. 3,750 linear feet or .71 miles]
 - 8" water main extension on Warner Road [from Haw River Road down to Happy Hill Road (approx. 7,650 linear feet or 1.45 miles)]

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- 8" water main from Warner Road going north on Happy Hill Road to connect to the terminus of the water main on Happy Hill Road. [approx. 4,300 linear feet or .81 miles]
- *Total approx. 15,700 linear feet of new main (2.97 miles)*
- **Option 2**
 - 8" water main on Coldwater Road extending north from new Coldwater Subdivision (approx. 2,800 linear feet or .53 miles)
 - 8" water main from Coldwater Road/HWY 65 intersection east down HWY 65 to connect to Water Main at Oak Level Church Road [approx. 11,570 linear feet or 2.30 miles]
 - *Total approx. 14,900 linear feet of new water main or 2.83 miles*
- The Town of Stokesdale has been awarded Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) using Federal Funds granted to the Town by Guilford County through the Federal Treasury Department under the American Rescue Plan Act (ARPA).

As such, the Town has allocated funds toward water infrastructure needs. Any contracts awarded pursuant to this Request for Qualifications will be subject to Federal Requirements. Pursuant to the Regulatory Principles and Audit Requirements for Federal Awards 2 CFR 200.327 and 2 CFR Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the ARPA Funds, the Town must include within any contract applicable provisions described in Appendix II to 2 CFR Part 200
- All water line extensions should be in compliance with any NC Department of Environmental Quality/Division of Water Infrastructure (NCDEQ/DWI) regulations as well as the Town of Stokesdale Water Specifications which include pipe, valve, and fire hydrant specifications.
- The selected engineering firm will provide all surveys, designs and documents necessary for permitting, easement acquisition, bidding and construction. Required NCDEQ/DWI documents will be prepared by the selected firm. The selected firm will also provide construction administration services on this project.

SELECTION CRITERIA:

Please do not submit fee information with your submittal. The Town selects firms to provide professional services based on demonstrated competence and qualification. Once a firm is selected, the Town will enter into contract negotiations with that firm; and, as part of that negotiation, will determine a fair and reasonable fee for the services to be provided. The Town reserves the right to terminate negotiations with the selected firm(s) and proceed to negotiate with other firm(s) should contract/fee negotiations fail.

Once a firm is selected, a detailed scope of services (broken down by specific milestone events/deliverables), and associated fee proposal, and implementation schedule will be refined, agreed to and once signed, will be identified and attached to the Town's standard professional services agreement form.

REQUESTS FOR LETTERS OF INTEREST/STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

1. Any firm wishing to be considered must be properly registered with the Office of the Secretary of State. The Engineers performing the work and in responsible charge of the work must be registered in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest. The firm must have the financial ability to undertake the work and assume the liability. The firm(s) must have an adequate accounting system to identify costs chargeable to the project.
2. All qualified firms who submit responsive Letters of Interest will be considered. The evaluation of these firms will be based on the firm's overall experience, past performance, knowledge, and familiarity with the type of work required, the experience of proposed staff to perform specific work required, including any sub consultants, the firms distance from the project site, and if the firm meets the MWBE goals, self performs all work or submits documentation showing that it has made a Good Faith Effort to meet the established goals. Priority consideration will be given to firms that maintain an office in North Carolina and staffed with an adequate number of employees deemed by the Town to be capable of performing a majority of the work required.
3. The Town of Stokesdale in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award

FORMAT FOR SUBMISSION OF A LETTER OF INTEREST All Letters of Interest should be limited to twenty (20) pages (unless additional pages are needed to document good faith efforts related to the MWBE goal or for evidence of paid payroll tax forms), including the cover sheet. Letters of Interest containing more than 20 pages will not be considered (unless additional pages are required to document good faith efforts or evidence of payroll tax forms). In order to reduce printing costs and to facilitate recycling, we request that only electronic Letters of Interest in PDF format be submitted prior to the deadline.

The PDF copy should be e-mailed to two email addresses:

- deputyclerk@stokesdale.org
- Stokesdale@stokesdale.org

Section I – General Information and Statement of Interest in Performing Work

- Cover/Introductory Letter
- Expression of firm's interest in executing the work;

REQUESTS FOR LETTERS OF INTEREST/STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

- Statement that the firm will perform a minimum of 50% of the work. The Town requests firm assistance in design, engineering, right away acquisition assistance (if applicable), and construction oversight.
- Statement of any possible conflicts of interest
- Summation of information contained within the letter of interest, including an email address and telephone number for the firm's contact person along with the business street address.

Section II - Evaluation Factors

This section should contain information regarding evaluation and other factors listed in the advertisement such as:

- Identify project personnel/sub consultants qualifications and experience;
- Understanding of project (site and structure conditions, traffic and safety concerns, etc.);
- Unique qualifications of key team members;
- Proposed schedule for completion; and
- Identify type and location of similar work performed within the last five (5) years

Section III - Supportive Information This section should contain the following information:

- Capacity Chart/Graph (available work force);
- Organizational chart indicating personnel to be assigned by discipline;
- Names, classifications, and location(s) of the firm's North Carolina personnel and resources to be assigned to the work
- Other relevant information Section IV – MWBE Affidavit of Minority Participation/Good Faith Efforts: This section is limited to five (5 pages), unless additional pages are required to show good faith efforts, and should contain the following information:
 - Fully-executed Affidavit
 - Any additional backup information showing good faith efforts

Section 4 - References

References – Past Performance and Existing Contracts

Please provide:

- List of previous and current clients for work similar to this scope of work within the past three (3) years. Include names and location of project, brief description and firm's key personnel's involvement, name of project manager and telephone number, date, and value of project.

Private firms are invited to submit letters of interest for providing the requested engineering services to the Town by 2:00 P.M. on February 21, 2023.

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Issuance of a contract will be contingent upon the Stokesdale Town Council approval.

Section 5 Compliance with Federal Laws

Firms submitting a qualifications statement hereby acknowledge that federal financial assistance may be used to fund all or a portion of this procurement. As such, the firm will comply with all applicable federal laws, regulations, executive orders, federal government policies, procedures, directives, and the terms and conditions of the funding award. Firms further acknowledge that funding is contingent upon compliance with the foregoing.

FEDERAL UNIFORM GUIDANCE

Under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) the following provisions apply to this RFQ (as applicable):

- Equal Employment Opportunity (2 C.F.R. Part 200, App. II, § (C))
- Copeland "Anti-Kickback" Act (2 C.F.R. Part 200, App. II, § (D))
- Contract Work Hours and Safety Standards Act (2 C.F.R. Part 200, App. II, § (E))
- Rights to Inventions Made Under a Contract (2 C.F.R. Part 200, App. II, § (F))
- Clean Air Act and Federal Water Pollution Control Act (2 C.F.R. Part 200, App. II, § (G))
- Debarment and Suspension (2 C.F.R. Part 200, App. II, § (H))
- Byrd Anti-Lobbying Amendment (2 C.F.R. Part 200, App. II, § (I))
- Procurement of Recovered Materials (2 C.F.R. Part 200, App. II, § (J), 2 C.F.R. § 200.323)
- Prohibition on Contracting for Covered Telecommunications Equipment or Services (2 C.F.R. Part 200, App. II § (K), 2 C.F.R. § 200.216)
- Domestic Preference for Procurements (2 C.F.R. Part 200, App. II, § (L), 2 C.F.R. § 200.322)
- Contracting with Small and Minority Business, Women's Business Enterprises, and Labor
- Surplus Area Firms (2 C.F.R. § 200.321)
- Access to Records (2 C.F.R. § 200.324)
- Assurances of Compliance with Title VI of the Civil Rights Act of 1964 Increasing Seat Belt Use.
- Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Awardee should encourage its contractors to adopt and enforce on-the-job seat belt
- Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, Awardees, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers

Section 6: Firm Insurance Requirements

The successful Firm will be required to provide the Town of Stokesdale with Certificates of Insurance meeting insurance requirements at the time of project award as specified below:

Failure to provide the required insurance will result in cancellation of the selection and the

REQUESTS FOR LETTERS OF INTEREST/STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

Town will have the right to enter into an agreement with another firm.

Firm shall maintain at all times during the term of this Agreement, at the Firm's sole expense:

I. Commercial General Liability Insurance

Firm shall maintain Commercial General Liability insurance written on an occurrence basis, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. The aggregate limit shall apply separately to each location. The limits may be satisfied by a combination of primary and excess insurance.

II. Professional Liability Insurance

Firm shall maintain Professional Liability insurance with limits of not less than \$3,000,000.00 per claim and \$3,000,000.00 aggregate.

III. Business Automobile Insurance

At all times while the Firm's representatives are conducting on-site work, the Firm shall maintain Automobile Liability insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000 per occurrence for bodily injury and property damage liability. The limit may be Satisfied by a combination of primary and excess insurance.

VI. Workers Compensation & Employers Liability Insurance

At all times while the Firm's representatives are conducting on-site work, Firm shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. Firm shall also maintain Employers' Liability insurance with limits of not less than \$500,000 per accident and \$500,000 each employee for injury by disease.

V. General Requirements

1. The Town of Stokesdale shall be named as an additional insured under Firm's automobile and general liability insurance. In the event of a loss arising out of, or related to the Firm's services performed under this Agreement.
2. The Firm's General Liability, Automobile Liability, and Workers Compensation insurance must contain a waiver of subrogation in favor of the Town of Stokesdale.
3. Firm shall be responsible for insuring all of its own personal property, improvements, and betterments.
4. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of sixty (60) days' notice to the Town of Stokesdale of any material change in coverage, cancellation, or non-renewal.

REQUESTS FOR LETTERS OF INTEREST/STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

5. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the Town of Stokesdale
6. Prior to execution of contract, Firm shall provide written evidence of insurance as requested by the Town to confirm that these insurance requirements are satisfied. Firm agrees to indemnify the Town of Stokesdale if the insurance policy referenced in the COI does not contain, at a minimum, the coverage amounts listed on the COI. Firm agrees to provide complete copies of policies if requested. Failure of Firm to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage

Letters of interest and statements of qualifications submitted after the 2/21/23 at 2pm deadline will not be considered.

- The submittal, in PDF format, should be submitted to the below email addresses:
 - Dale Martin, Town Clerk: stokesdale@stokesdale.org
 - Robbie Wagoner II, Deputy Town Clerk: deputyclerk@stokesdale.org
 - Firms submitting Letters of Interest are encouraged to carefully check them for conformance to the requirements stated above.
 - If you feel the information provided is inadequate to submit a Letter of Interest, please contact Robbie Wagoner @ 336-643-4011 or by e-mail (deputyclerk@stokesdale.org).
 - The firm selected will be notified by telephone.
 - Notification will be given to those firms that were not selected by email.