



AGENDA
TOWN OF STOKESDALE
REGULAR TOWN COUNCIL MEETING
8325 ANGEL-PARDUE ROAD
STOKESDALE, NC 27357
SEPTEMBER 14, 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/85285060634?pwd=clZNRW0rWUZUQUUp6VVNTYWRUWHBIZz09>
Meeting ID: 852 8506 0634
Passcode: 637839
One-Tap Mobile: 1-646-876-9923
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- 1. Call to Order, Pledge of Allegiance, and Invocation.
- 2. Review and Adopt the Agenda.
- 3. Consideration of a Proclamation in Recognition of "Constitution Week"
(September 17, 2023, through September 23, 2023).
- 4. Review and Adopt the following Minutes:
 - a) November 10, 2022, Closed Session
 - b) November 29, 2022, Closed Session
 - c) December 08, 2022, Closed Session
 - d) January 05, 2023, Special Called Meeting
 - e) January 12, 2023, Regular Town Council Meeting
 - f) July 13, 2023, Closed Session
- 5. Public Safety Reports:
 - a) Stokesdale Fire Department
 - b) Guilford County Sheriff's Office
- 6. Administrative Reports:
 - a) Administrative Report: Robbie Lee Wagoner II (Town Clerk)
 - b) Planning Board: Robbie Lee Wagoner II (Town Clerk)
 - c) Property Committee: Jim Rigsbee (Councilman)
 - d) Town Park Improvement Committee: Tee Stephenson (Committee Chairman)

7. **Financial Reports: Kimberly Thacker (Town Finance Officer / Town Budget Officer)**
 - a) **Financial Report: Town of Stokesdale General Fund**
 - b) **Financial Report: Town of Stokesdale Water Enterprise Fund**
8. **Citizen's Comments from the Floor (3-Minute Limit per Speaker).**

NEW BUSINESS:

9. **Consideration of a Resolution Consenting to the Addition of Pond Court in the Meadow Ridge Subdivision to the Secondary Road Maintenance System of NC.**
10. **Consideration of a Resolution Consenting to the Addition of Cornelius Court, John King Lane and South Point Drive (Extension of SR 4608) in the Boone Meadows Subdivision to the Secondary Road Maintenance System of NC.**
11. **Consideration of an Engineering Quote for Potential Installation of Lighting at Town Soccer/Multi-Use Fields.**
12. **Consideration of First Amendment to the Ancillary Intergovernmental Water Services Agreement with the Winston-Salem/Forsyth County Utility Commission and consider Source of Funding.**
13. **Consideration of Agreement with Hazen & Sawyer for Professional Services related to Water Line Extension to Add System Redundancy.**
14. **Consideration of Potential Grant Funding Opportunities from State Legislator.**
15. **Citizen's Comments from the Floor (3-Minute Limit per Speaker).**
16. **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.** General policy matters may not be discussed in a closed session, and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
17. **Council Comments.**

ANNOUNCEMENTS:

18. Council Announcements:

- a) The Town of Stokesdale Town Planning Board meeting scheduled for Thursday, September 28, 2023, at 7:00 PM inside the Town Hall Council Chambers, located at 8325 Angel-Pardue Road, Stokesdale, NC 27357 has been cancelled.
- c) The Town of Stokesdale Town Council will hold a regular meeting on Thursday, October 12, 2023, at 7:00 PM inside the Town Hall Council Chambers, located at 8325 Angel-Pardue Road, Stokesdale, NC 27357.

ADJOURNMENT:

19. Adjournment of Meeting.

OFFICE OF THE MAYOR
TOWN OF STOKESDALE

A PROCLAMATION

IN RECOGNITION OF "Constitution Week"

Whereas, September 17, 2023 marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

Now, therefore, I, , Mike Crawford by virtue of the authority vested in me as Mayor of the Town of Stokesdale in the State of North Carolina do hereby proclaim September 17 through 23, 2023 to be

CONSTITUTION WEEK

And ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the Stokesdale, North Carolina to be affixed on this document on this fourteenth day of September in the year of our Lord two thousand twenty-three.

Mike Crawford, Mayor

ATTEST:

Robbie Lee Wagoner II, Town Clerk



MINUTES
TOWN OF STOKESDALE
SPECIAL CALLED
TOWN COUNCIL MEETING
8325 ANGEL-PARDUE ROAD
STOKESDALE, NC 27357
JANUARY 05, 2023 AT 7:00 PM

Regular Town Council Meeting Attendance: Derek Foy, Mayor Pro Tem; Councilmen Jim Rigsbee, Jimmy Landreth, and Tim Jones. (Mayor Michael Crawford attended via Zoom, however, remote participation is no-longer allowed per the NC GS)

Town Staff Members Present: Robbie Lee Wagoner II, Deputy Town Clerk

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

Mayor Pro Tem Derek Foy called the meeting to order at 7:00pm and led the Pledge of Allegiance. The Invocation was delivered by Councilman Tim Jones.

2. Review and Adopt the Agenda

Mayor Pro Tem Foy deleted the Closed Session from the meeting agenda.

Mayor Pro Tem Foy made a **Motion** to adopt the amended agenda. Councilman Jones seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

The motion carried, 4-0.

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

Eileen Thiery, 8101 Meadow Springs Place, Stokesdale, NC expressed her excitement for the presentation as she read about the plans in *Northwest Observer* and thanked everyone for their work on this project.

4. Town Park Improvement Committee Presentation and Discussion of improvements to Town Park.

Mr. Tee Stephenson, Chairman of Town Park Improvement Committee presented a detailed power point presentation on the plans for the Town Park as was discussed in the Town Park Improvement Committee meetings. He noted the resources that will be used for funding these improvements. He pointed out the Committee plans to use durable materials that will last over time and less to maintain. He then highlighted the results from the public survey conducted in 2020 for funding options as well as projects the public would like to see constructed in the park.

Mr. Stephenson then noted detailed plans for nature trails, expanding the playground, basketball and pickleball courts, and an amphitheater.

5. Citizen's Comments from the Floor (3-Minute Limit per Speaker).

Vicki White-Lawrence, 8400 West Falls Lane, Stokesdale, NC – asked about the location of the amphitheater and the impact on the disc-golf course. It was noted that the amphitheater will be located behind the course. She then asked about the finances of the project. Mayor Pro Tem Foy explained the funding by grant money being allocated to these park improvements.

Mary Ellen Smith, 8302 Barney Road, Stokesdale, NC – asked about the landscaping and installation of the amphitheater. Mayor Pro Tem Foy noted that landscaping was included in the estimates presented earlier, \$40,000 and noted plans to pursue volunteers to help with those cost. He noted that the installation of the amphitheater was also included in the proposal by the general contractor.

Mrs. Smith then spoke on behalf of the Friends of Stokesdale and expressed their support for the project in whatever means they can and hope to be able to use these facilities to plan events for the community as well.

Elizabeth Privette, 7154 Ellison Road, Stokesdale, NC – questioned the location of the amphitheater to the playground and the challenge of being able to enjoy the event while watching your children on the playground. Mayor Pro Tem Foy explained that the Town cannot interfere with the disc-golf course which was paid for by grant money. The committee will continue to look at all options.

Mark Nadel, 8211 Windy Gayle Road, Stokesdale, NC – spoke highly of the amphitheater and that it be done high-class even if we need to cut back on the other improvements. Suggested seeking corporate sponsors if needed and to attract events from outside the community.

Eileen Thiery, 8101 Meadow Springs Place, Stokesdale, NC – reminded everyone that this is Stokesdale and not Eisenhower Park and felt what's proposed is more suitable for the town. If the people want more then hold fundraising efforts etc to have more. She didn't feel this should be something to attract people from all over the country. Preserve the history of the town and serve the town's purpose.

Joe Thacker, Stokesdale, NC – questioned the number of parking spaces at the park.

Council acknowledges the parking is a challenge that will be discussed further.

Kathy Bunthoff, 8202 McCrory Road, Stokesdale, NC – referenced Mr. Thacker's comments in regard to parking and encouraged Council to come up with a plan to provide additional parking. She also encouraged consideration of lighting needs for the park.

Adam Delveaux, 8220 Angel's Glen Court, Stokesdale, NC – thanked everyone for their efforts and for the opportunity to review and speak on these plans. Encourage Council to include

funds in future budgets for the maintenance of the park. He recommended connectivity and the need for adequate security for the park. He asked for statistics on the use of the amphitheater from surrounding towns and then asked about the storage of equipment when not in use.

Mayor Pro Tem Foy stated that the plan does not include sidewalks and noted that the nature trails will connect with the school. Council members noted the need for storage of equipment etc. Mayor Pro Tem Foy noted the security cameras in the park and maintenance performed on the park in the last few years.

Someone from the audience asked about programming. Mr. Stephenson stated that the Town would be monitoring that but could not predict the uses that may be requested by civic groups etc. Felt that if we build it they will come.

Eileen Thiery encouraged use by the schools.

Mr. Thacker noted the development going on in Rockingham County that will be using this park.

Speaker from the audience – thanked Council for their effort and opening it up for comments, she appreciated the Council supporting a nice park as that's not been the case with previous Council's.

6. Council Comments.

Councilman Landreth thanked everyone for being here; will take recommendations and tweak plans. He was encouraged by comments in favor of the Amphitheater, Basketball Court, and Playground Equipment. He spoke on the issue of long-term maintenance. He reminded everyone that Council either spends these funds or we must give them back to the federal government. He added that the park is a great way to reach out to all citizens. He encouraged the public to continue attending our meetings and sharing their comments.

Councilman Rigsbee stated that the Town has this money and needs to spend it; none of the money is coming from tax dollars. These park improvements are basically for free, and Council needs to make the best decisions possible. He then thanked everyone for coming out.

Councilman Jones stated that he will send an email to the committee members with his questions. He then asked the committee and Council to consider an indoor or 3-season facility that incorporates basketball court and an amphitheater/stage. He stated that he will not go into the town's reserves to pay for these improvements to the town park and asked that contingencies be built into these project budgets.

Mayor Pro Tem Foy added that contingencies have been quoted and provided by the general contractor for the amphitheater.

Citizen's comments.

None presented.

7. Closed Session: § 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.

(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge, or removal shall be taken in an open meeting.

This agenda item was removed from the agenda at the beginning of the meeting.

Mayor Pro Tem Foy thanked citizens for their time and interest in seeing a return on their investment. He added that he is grateful for everyone who took time out to attend the meeting. He spoke on the DeMar Hamlin (football player) situation and his hopeful recovery.

8. Adjournment.

Councilman Landreth made a **Motion** to adjourn at 8:29 pm. Councilman Rigsbee seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

Being no further business to come before the Town of Stokesdale Town Council, the meeting was adjourned at 8:29pm.

Approved: _____

Michael E. Crawford, Mayor

ATTEST:

Robbie Lee Wagoner II, Town Clerk



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

Member's present were: Mayor Pro-Tem Derek Foy; Council Members: Jimmy Landreth, Tim Jones. Councilman Jim Rigsbee arrived at approximately 7:04 PM; Town Attorney Charles Winfree; Finance and Budget Officer Kim Thacker, Town Clerk Dale Martin and Deputy Town Clerk Robbie Wagoner. Absent: Mayor Mike Crawford.

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

Mayor Pro Tem Derek Foy called the meeting to order and led the Pledge of Allegiance. Councilman Tim Jones delivered the invocation.

2. Review and Adopt the Agenda.

Mayor Pro Tem Foy added Item #9A, James Reed's Boy Scout/Eagle Scout project and Item #9 B, Aaron Babson of Hazen and Sawyer to present the modeling results for water line extensions.

Mayor Pro Tem Foy also requested to move Council Comments after Citizens Comments and before the Closed Session.

Councilman Landreth made a **Motion** to adopt the agenda as amended. Mayor Pro Tem Foy seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Absent at time vote was taken		

Motion carried, 3-0.

3. Review and Adopt the Minutes: November 9, 2021 Regular Town Council Meeting; October 13, 2022 (Closed Session-continued from December).

Councilman Jones made a **Motion** to approve the minutes of November 9, 2021 as presented. Councilman Landreth seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Absent at time vote was taken		

Motion carried, 3-0.

Councilman Jones made a **Motion** to continue the October 13, 2022 Closed Session minutes to later in the meeting. Mayor Pro Tem Foy seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Absent at time vote was taken		

Motion carried, 3-0.

4. Public Safety Reports:

a) Stokesdale Fire Department

Fire Chief Todd Gauldin presented the monthly report.

Councilman Jim Rigsbee arrived at 7:04 PM.

b) Guilford County Sheriff's Office

Master Corporal Swaringen and Captain Howell presented this month's safety report.

5. Administrative Reports:

a) Administrative Report:

Town Clerk Dale Martin presented the Administrative Report.

b) Planning Board:

Councilman Landreth made a **Motion** to appoint Mr. James Greene to a 2-year term on the Planning Board. Councilman Jones seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

c) Events Committee:

None presented.

d) Property Committee:

Councilman Jim Rigsbee and Deputy Clerk Robbie Wagoner updated Council on the payments received for the vandalism that occurred at the Town Park.

e) Town Park Improvement Committee:

Mr. Tee Stephenson highlighted the Special Called meeting on January 5, 2023 stating that approximately 16 people attended the public forum. He noted that it was a great meeting and the items discussed will be incorporated into our plans as much as possible. He noted that more information will be presented later in the meeting.

6. Financial Reports:

a) Finance/Budget Officer: Kimberly Thacker

Mrs. Kim Thacker presented the financial reports for both the General Fund and Water Fund accounts.

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

None presented.

OLD BUSINESS:

8. Resolution for Guilford County to Provide Sheriff Deputy Traffic Control for First Week of School at Stokesdale Elementary.

Mayor Pro Tem Foy introduced this item and asked Staff to read the proposed resolution.

Councilman Jones made a **Motion** to adopt the following Resolution R-2023-01, Requesting Funding for Traffic Control at Stokesdale Elementary School, and authorize the Mayor to sign the document and that within 21 days locate the budget amount to be inserted, it be signed and distributed.

Mayor Pro Tem Foy offered an **amendment** to the resolution and pointed out that the figure shared for the general fund budget is inflated due to ARPA funds, which are restricted and will be placed in a separate fund, but which is reflected as revenue per the Auditor. The figure to be inserted should be \$560,690.11. Councilman Jones accepted the amendment.

RESOLUTION NO. R-2023-01

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 \$560,690.11 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 \$80,624,096 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.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

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)

Deputy Clerk Robbie Wagoner presented the history of this request which began in December and the addition of both Adano Road and Athens Road. NCDOT requests clarification on which portion of Athens Road is being requested for 25 mph, the portion from the school to Angel Pardue Rd. and/or the portion from Angel Pardue out to Hwy. 158. NCDOT felt that the portion out towards Hwy. 158 would be a bit of a stretch but could support the portion from the school to Angel Pardue.

Council discussed the school zone distance and the safety concerns with the traffic congestion during peak school hours.

Councilman Jones made a **Motion** to request that NCDOT change the speed limit to 25 mph on Athens Road from Stokesdale Elementary School to Angel Pardue Road. Councilman Landreth seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

Mayor Pro Tem Foy made a **Motion** to approve the following certification and ordinance concurring with NCDOT to reduce the speed limit on Adano Road to 25 mph. Councilman Landreth seconded the motion.

ORDINANCE NO. O-2023-01

**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.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

9 A. James Reed, Eagle Scout Project.

Mayor Pro Tem Foy introduced Mr. James Reed from Boy Scout Troop 600, in Oak Ridge and asked him to describe an Eagle Scout project that he would like to pursue at the Town Hall/Park. He presented a power point presentation outlining his project to construct a site to properly retire flags.

Council discussed the location in the grassy area to the left of Town Hall adjacent to the sidewalk, the fire pit is to be covered and locked when not in use. Council discussed the supervision during construction since the project would require the use of power equipment. It was noted that the Town Hall's irrigation system will need to be flagged so that it does not get damaged.

Mr. Reed stated that the project must receive the approval of the Scout Master.

Mayor Pro Tem Foy made a **Motion** that Councilman Rigsbee and himself, contact Excellence Lawn Care to review plans for irrigation system and that they be Liaisons for the Council to oversee the project, pending approval of the project by the Scout Master. Councilman Jim Rigsbee seconded the motion.

Safety concerns were again noted in regard to the use of power tools. The fire pit will be covered and locked. Mr. Reed will have a key during the construction phase, and it was agreed that the keys would be turned over to Town staff and the Stokesdale Fire Department when the project is completed.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

9 B. Aaron Babson, Hazen and Sawyer, Modeling Results for Water Line Extensions.

Mr. Aaron Babson, Engineer with Hazen and Sawyer, presented a power point presentation describing two (2) alternative plans: Coldwater Creek over to Hwy. 65 and the other down Happy Hill, Warner to Haw River Road. He stated that both have been evaluated, and the evaluation was done as if the improvements to install the control valve at the point of entry from Winston Salem were completed. He then explained the extension details for both routes and pointed out the differences between the alternatives. Mr. Babson offered his recommendation to install 12-inch pipes and that the best place to spend the Town's money would be to implement Alternative 2, Happy Hill, Warner Road, Haw River Road. He then made himself available for questions.

Council then discussed with Mr. Babson, locations of existing 12-inch pipes and where improvements would be needed.

NEW BUSINESS:

10. Discussion and Adoption of 2023 Health Reimbursement Arrangement.

Mayor Pro Tem Foy made a **Motion** to continue this item to the February Agenda. Councilman Jones seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

11. Discussion of Separation of Duties Policy.

Councilman Jones referenced changes to this document previously, he asked the Town Clerk for a certified copy of this policy. He was advised that there were multiple copies of the document. Town Clerk Dale Martin reported that the copy in front of Council, is the version highlighted that she revised based on action by Council in 2018 and 2020. She explained a number of items that need to be verified and some typographical errors found.

Mr. Winfree advised that the errors should be fixed, and Council come up with a unified document that can be agreed upon. He offered to work with Council to come up with a policy that makes sense.

Council discussed methods to review this document and how it applies to the NC General Statutes.

Councilman Jones made a **Motion** to allow for a 20-minute recess to review of this document, the intent to vote tonight on minor revisions/corrections to create a document that can be enforced. Councilman Landreth seconded the motion.

Mayor Pro Tem Foy stated that he would be voting no, as he felt there had been time to review the document and that he was not aware of any issues with the document since it was voted on by Council in 2020.

Councilman Jones asked the Town Clerk if she could provide a certified copy of this document. Clerk Martin stated that she could not provide a certified copy due to the fact that she has never found a fully corrected or executed copy of the policy adopted in 2020.

Council and Mr. Winfree discussed whether or not the document exists as there is not a fully executed copy of the document. It was recommended that if there are no changes, the document could be cleaned up and executed.

Mayor Crawford	Absent	Mayor Pro Tem Foy	No
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	No		

Motion failed, vote 2-2.

Mayor Pro Tem Foy made a **Motion** that he and Councilman Jones work with Staff to produce a document for Council's consideration. Councilman Rigsbee seconded the motion.

It was not the intent to make changes to the document but to clean up the document based on changes previously adopted.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, vote 4-0.

12. Consideration of a Resolution Consenting to the Addition of Streets within North Ridge Phase 4 Subdivision. (NCDOT)

Mayor Pro Tem Foy made a **Motion** to approve the following 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. Councilman Rigsbee seconded the motion

R-2023-02

**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.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

13. Proposal to extend lawn care contract with Excellence Lawn Care for 1 year at the same terms and conditions.

Councilman Rigsbee spoke with Excellence Lawn Care, the existing contract will expire March 31, 2023. The contract was a 1 year contract and as far as he knew there has been no negative feed back on the service provided. Councilman Rigsbee asked the owner if he would be willing to extend this contract for another year under the same terms and conditions under the current contract. The owner indicated that he would be willing to extend the contract as such.

Councilman Rigsbee made a **Motion** to extend the current contract for one (1) year with Excellence Lawn care, \$24,000/year or \$200/month and all other terms and conditions remain the same as the current contract. Contract year from April 2023 to April 2024. Councilman Landreth seconded the motion.

Councilman Jones expressed concern with having no contract, he asked that the Town make sure we have sufficient insurance coverage. Councilman Rigsbee stated that the intent is if Council approves this, a new contract would be prepared with the same terms as in the current contract. If needed, this item can be brought back to Council next month.

Mr. Winfree suggested Council authorize an amendment to extend the current contract under the same terms and conditions and that sufficient insurance requirements be added.

Councilman Rigsbee **withdrew his motion** to allow time for additional documents be prepared.

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

Mrs. Kim Thacker presented budget amendment #2 for the Water Enterprise Fund to create a line item for emergency water repairs.

Mayor Pro Tem Foy made a **Motion** to approve the following Budget Amendment #2 for FY 2022-2023. Councilman Jones seconded the motion.



2022-2023 FISCAL YEAR BUDGET

BUDGET ORDINANCE AMENDMENT #2

ORDINANCE NO: O-2023-02

BE IT ORDAINED by the Governing Board of the Town of Stokesdale, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section 1: To amend the Water Enterprise Fund, Revenue & Expenses as follows:

	<u>Decrease</u>	<u>Increase</u>	<u>Balance</u>
Section A: Income —			
• Investment Income		\$15,000.00	\$17,000.00
• Water Sales		\$75,000.00	\$600,000.00
• Taps & Connection	\$40,000.00		\$15,000.00

Section B: Expenses —

• #11000 - Water Purchase		\$45,000.00	\$210,000.00
• #12003 – Engineering Consultation Fees		\$ 5,000.00	\$ 40,000.00
• #12004 – Dues & Subscription		\$ 5,000.00	\$ 6,800.00
• 312002 – Contract Operation	\$5,000.00		\$105,000.00

Section 2: Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget Officer for their direction.

Adopted this 12th day of January, 2023.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

15. Consideration of Applying for credit line increase for the Town's credit card.

Mayor Pro Tem Foy asked about debit cards. Mrs. Thacker pointed out that a debit card would tie to the town's general fund account. She recommended a \$5,000 spending limit and to cancel the Truist/BB&T credit card and apply for one through Fidelity Bank. The current limit is \$3,000 for both cards, that are issued to Dale Martin and Priscilla Hunsucker.

Mayor Pro Tem Foy made a **Motion** to close the Truist credit card account and submit an application to Fidelity Bank for a new credit card, with a credit limit of \$5,000. Councilman Rigsbee seconded the motion.

Councilman Jones asked if a document would need to be prepared to authorize the bank to open this account. A resolution was discussed however, the minutes may have to be approved. Council agreed that the Clerk would draft a resolution and authorized the Mayor to sign.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

Councilman Jones asked that the resolution be sent to Council.

16. Consideration of a request to move funds from 60300 Legal Professional -Attorney to 60200 Audit.

Mrs. Thacker explained the need to move \$555 from one account to another account within the same category. Due to it being within the same category, no budget amendment is needed, only a vote of Council is required.

Mayor Pro Tem Foy made a **Motion** to authorize the Budget and Finance Officer Kim Thacker to move funds, in the amount of \$555, from line item # 60300 Legal Professional – Attorney to line item # 60200 – Audit. Councilman Rigsbee seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

Mayor Pro Tem Foy called a recess at 9:14 pm. Meeting reconvened at 9:21 pm.

17. Discussion on Town of Stokesdale's IT contract.

Councilman Rigsbee presented a proposal from the Town's current computer service provider, Total Computer Solutions (TCS), and explained a new security platform that will be used to monitor the town's computer network.

Councilman Rigsbee referenced the updated document and noted the new proposal is for \$240/month increase for the security and a small increase over the previous contract. He stated that the Town will need to either go out for bids again to find another provider or stay with TCS and pay this additional cost to continue with them.

Council and Mrs. Thacker discussed the budget impact and the need for a budget amendment to cover this additional fee for TCS and additional fees due for the remainder of the budget year. If a budget amendment is needed, it will need to be approved prior to approving a new contract with TCS.

Mayor Pro Tem Foy recommended that he work with Mrs. Thacker to determine what is needed. Councilman Rigsbee stated that the increase fee for the new platform will have to be implemented, he noted that we are currently operating without a contract; however, he will discuss this with TCS to make sure we are covered until such time a new contract and budget amendment is prepared and approved. He also noted that TCS mentioned Cyber Security Insurance which most municipalities carry, and he will discuss that option with TCS as well. He also noted that the Town's server is near capacity which may need to be upgraded to carry the town until 2025. He will discuss this with TCS also.

Mayor Pro Tem Foy offered to work Councilman Rigsbee and staff to look at what our future needs are and look out in the marketplace for potential vendors, get prices and bring this back to Council.

Councilman Jones referenced a strike-though on the current contract whereby the Indemnification Clause was eliminated. Mr. Winfree advised that it's not uncommon for this clause to be eliminated or not included from the start.

Councilman Jones made a **Motion** to continue this item to the February Council meeting. Mayor Pro Tem Foy seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

18. RFP/RFQ Discussion and Potential Vote on Town Park and Town Water System Potential Capital Projects.

Mayor Pro Tem Foy made a **Motion** that pending legal review, the Town submit Request For Proposals (RFP) to potential vendors for basketball and pickle ball courts at the Town Park. Councilman Landreth seconded motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

Mayor Pro Tem Foy referenced the packet information for the Request For Qualifications (RFQ), Professional Services, for potential water line extensions, projects still unidentified at this point.

Mayor Pro Tem Foy made a **Motion** that pending legal review, the town submit a Request For Qualifications (RFQ) requesting letters of interest statements and qualifications to Professional Engineers to oversee potential water line extensions. Councilman Landreth seconded the motion.

Council discussed the process for interviewing and selecting an engineering firm, prior to any cost figures being disclosed. Once a vendor is selected based on qualifications, then negotiations can begin for cost projections.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

Amphitheater

Mayor Pro Tem Foy made a **Motion** to solicit a Request for Proposal (RFP) for the construction of the Amphitheater. Councilman Landreth seconded the motion.

Mayor Pro Tem announced that the Town Park Committee has been working on this project, held a public meeting and was included in the public survey conducted three years ago.

Council discussed the proposal and construction process of the structure.

Mayor Pro Tem Foy announced that the three projects discussed tonight, the money used for these projects is grant money received from the federal government and not the Town's fund balance. Councilman Landreth reminded everyone that if we don't spent this grant money, we must give it back. Councilman Jones added that if we overspend these grant funds, it is his intent to not spend any money out of the general fund and recommended a contingency budget be included. Councilman Rigsbee added that the money belongs to the citizens and the money must be spent appropriately. Councilman Landreth stated that he supports the projects as presented, however we may need to cut back on something when it all comes to together.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

19. Citizen's Comments from the Floor (3-Minute Limit per Speaker)

Dan O'Connor – speaking on behalf of concerned citizen asking that Council look at safety measures for Haw River Road in the area where two children have been struck and killed. Invited everyone to Cause and Coffee events which raises money for various charities and who works with churches to help meet needs in the community.

Mayor Pro Tem Foy asked that Council Comments be made prior to the Closed Session.

21. Council Comments.

Councilman Rigsbee thanked everyone for attending and the positive things happening in Town.

Mayor Pro Tem Foy also appreciates everyone in attendance. He then reported on action by the Guilford County School Board to fill a vacant seat on the School Board for District 3 which includes Stokesdale. He then introduced Mr. Michael Logan to address Council.

Michael Logan introduced himself as a candidate for the vacant seat on the Guilford County School Board.

Councilman Landreth thanked everyone for attending tonight's meeting.

Councilman Jones also thanked everyone for attending, referenced Mayor Pro Tem Foy's comments in regard to the vacant seat on the Guilford County School Board and pledged support for elected officials having their voices heard, and the need to fill the vacant seat, he supports school choice, charter schools as a possible solution to some of the problems with our school system.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

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.

Mayor Pro Tem Foy made a **Motion** to enter into Closed Session for the purpose of consulting with the Town Attorney at 10:45pm. Councilman Jones seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, vote 4-0.

Mayor Pro Tem Foy made a **Motion** to return to Open Session at 11:08 pm. Councilman Jones seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried.

Mayor Pro Tem Foy made a **Motion** that pending legal advice and approval, that we advertise the RFP's and RFQ's approved tonight by electronic means, emails to potential vendors. Councilman Rigsbee seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

22. Adjournment.

Councilman Rigsbee made a **Motion** to adjourn at 11:11pm. Councilman Landreth seconded the motion.

Mayor Crawford	Absent	Mayor Pro Tem Foy	Aye
Councilman Landreth	Aye	Councilman Jones	Aye
Councilman Rigsbee	Aye		

Motion carried, 4-0.

Being no further business to come before Council, the meeting was adjourned at 11:11 pm.

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.

Approved: _____

Michael E. Crawford, Mayor

ATTEST:

Dale F. Martin, Town Clerk

Robbie Lee Wagoner II

From: Ryan Seals <rseals@guilfordcountync.gov>
Sent: Friday, September 1, 2023 10:38 AM
To: Robbie Lee Wagoner II
Cc: Stacey Joseph; Dakota Brim; Jarad Corbett; Mike Burns
Subject: August Stokesdale Crime Stats for 9/14 council meeting

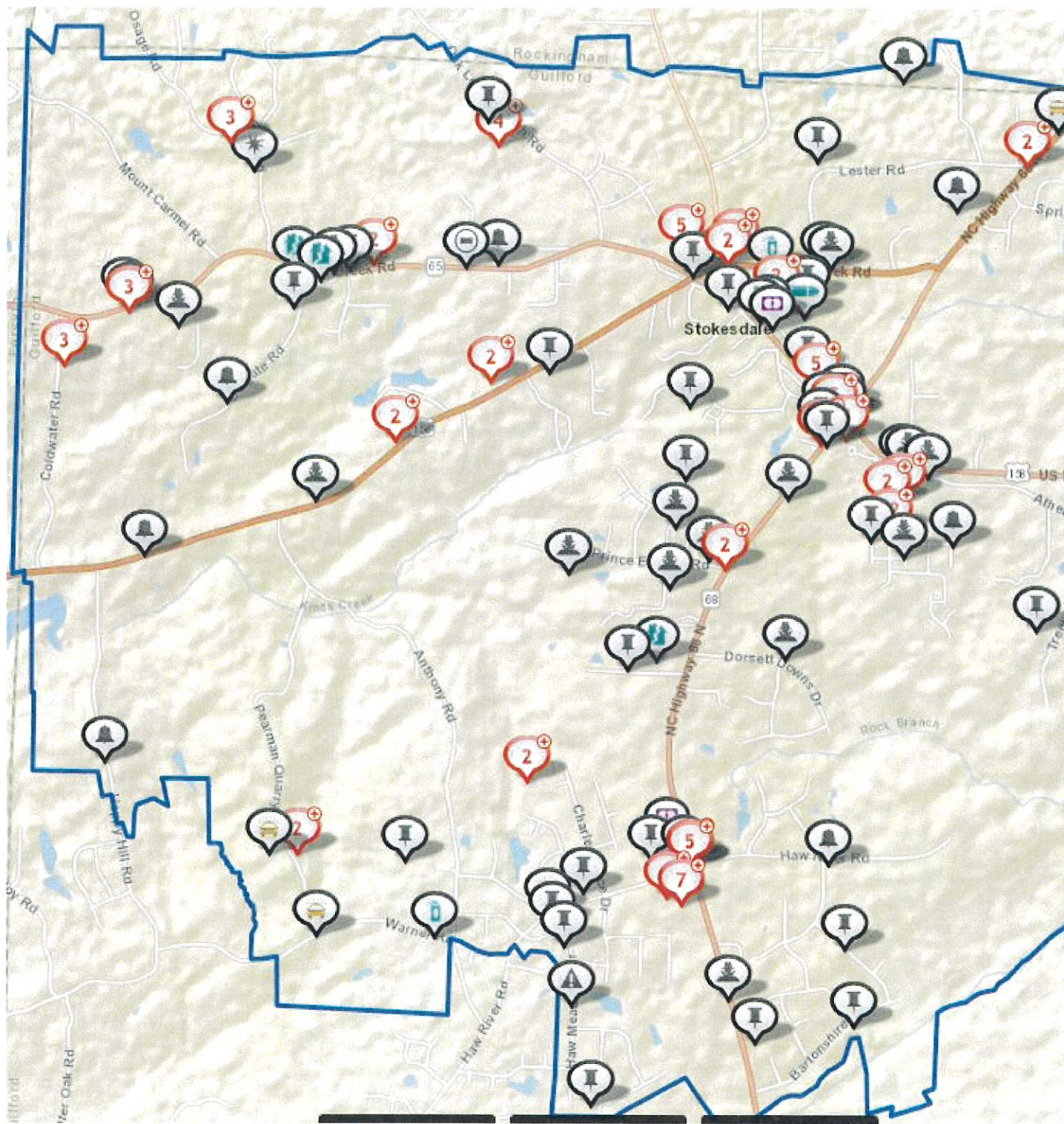
For the month of August, the Sheriff's Office responded to a total of **208** calls in Stokesdale town limits, resulting in **16** formal case reports.

Of note:

- On 8/21, deputies responded to a residential breaking and entering in the 8900-block of Osage Rd., investigation ongoing.

Calls by type:

 BURGLARY - RESIDENTIAL	2	 FRAUD	3
 DISTURBANCE	2	 MISSING PERSON	1
 ALARM	28	 ACCIDENT	4
 DOMESTIC	7	 OTHER	99
 WEAPONS OFFENSE	2	 SUSPICIOUS	24
 WARRANT	1	 VANDALISM	3
 HAZARD	1	 THEFT	2
 DRUGS	3	 TRESPASSING	3
 TRAFFIC	23		



Sergeant Ryan Seals
District I



Guilford County Sheriff's Office

7504 Summerfield Road, Summerfield, NC 27358

336-641-2303 | m: 336-382-8877

rseals@guilfordcountync.gov | www.guilfordcountysheriff.com



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General Fund
Balance Sheet
August 23

**Town of Stokesdale
Balance Sheet
Aug-23**

	Total	Interest %	Mature Date
ASSETS			
Current Assets			
Bank Accounts			
American Rescue Plan Act (ARPA) - Fidelity Bank -7869	652,195.56	0.00%	
Bank of Oak Ridge Checking (Money Market)	23,599.16	1.4900%	
Bank of Oak Ridge-CDARS			
CDAR - Acct # 1026529839	50,619.52	2.95601%	11/30/2023
CDAR- Acct#1026843118	174,818.07	3.6816%	2/29/2024
CDAR- Acct#1026715802	320,983.02	3.6816%	1/25/2024
CDAR - Acct #1026772164	142,605.97	3.6816%	2/8/2024
CDAR - Acct# 1026843126	275,388.73	3.6816%	2/29/2024
CDAR - Acct# 1026849388	284,989.21	3.6816%	2/29/2024
CDAR - Acct# 1026872924	439,442.18	3.6816%	3/7/2024
CDAR- Acct# 1026970586	643,536.94	3.6816%	3/28/2024
CDAR - Acct#1026970594	54,515.58	3.6816%	3/28/2024
CDAR - Acct#1026529812	46,204.46	2.95601%	11/30/2023
CDAR -Acct# 1026456246	182,185.84	2.71296%	11/9/2023
Total Bank of Oak Ridge-CDARS	\$ 2,615,289.52		
Fidelity Bank - 002762	334,075.47	0.05%	
Petty Cash	150.00	0.00%	
Total Bank Accounts	\$ 3,625,309.71		
Accounts Receivable			
Salary & F.I.C.A. Due from Water Enterprise	564.64		
Expenses due from Water Enterprise	0.00		
Sales Tax 2022-2023	76.76		
Water Enterprise Reimbursement	9,693.74		
Total Accounts Receivable	\$ 10,335.14		
Total Current Assets	\$ 3,635,644.85		
TOTAL ASSETS	\$ 3,635,644.85		
LIABILITIES			
Other Current Liabilities			
American Rescue Plan Act (ARPA)	652,195.56		
Accounts Payable	6,062.08		
Total Other Current Liabilities	\$ 658,257.64		
Total Current Liabilities			
Total Liabilities	\$ 658,257.64		
EQUITY			
Open Balance Equity	2,887,421.08		
Reserved for Specific Purpose (Public Safety)	23,500.00		
Stabilization by State Statute	92,794.00		
Net Revenue	-26,327.87		
Total Equity	\$ 2,977,387.21		
TOTAL LIABILITIES AND EQUITY	\$ 3,635,644.85		

Town of Stokesdale

Budget vs. Actuals: Budget 2024 - FY24 P&L

Aug-23

	Actual	Budget	Total over Budget	% of Budget
Section A: Income				
Beer & Wine Excise Tax		24,000.00	-24,000.00	0.00%
Contributions & Donations - Parade		3,000.00	-3,000.00	0.00%
Greensboro-Jamestown Profit Share		23,000.00	-23,000.00	0.00%
Investment Earnings	15,977.48	85,000.00	-69,022.52	18.80%
Miscellaneous		1,000.00	-1,000.00	0.00%
Plan Review Inspection Fee		5,000.00	-5,000.00	0.00%
Planning & Zoning Fees		20,000.00	-20,000.00	0.00%
State Collected Revenues (Utilities)		295,000.00	-295,000.00	0.00%
Town Hall & Park Facility Rentals	235.00	3,000.00	-2,765.00	7.83%
Total Income from Outside Sources	\$ 16,212.48	\$ 459,000.00	-\$ 442,787.52	3.53%
Undesignated Funds				
Total Income	\$ 16,212.48	\$ 459,000.00	-\$ 442,787.52	3.53%
Section B: Expenses				
10000 - Capital Outlays				
10100 - Park Investment			0.00	
Total 10000 - Capital Outlays	\$ 0.00	\$ 0.00	\$ 0.00	
20000 - Cultural & Recreational				
20100 - Events Fund/Community Day		5,500.00	-5,500.00	0.00%
20300 - Park Electrical, Repairs, Cleaning, Lighting	316.99	7,000.00	-6,683.01	4.53%
Total 20000 - Cultural & Recreational	\$ 316.99	\$ 12,500.00	-\$ 12,183.01	2.54%
30000 - Economic & Physical Developemnt				
Planning & Zoning			0.00	
30100 - Advertising - Planning & Zoning	513.20	6,500.00	-5,986.80	7.90%
30200 - Planning Fees - Planning & Zoning		25,000.00	-25,000.00	0.00%
Total Planning & Zoning	\$ 513.20	\$ 31,500.00	-\$ 30,986.80	1.53%
Total 30000 - Economic & Physical Developemnt	\$ 513.20	\$ 31,500.00	-\$ 30,986.80	1.63%
40000 - General Administrative Expense			0.00	

General Fund

Budget vs Actual

August 23

40100 - Administrative Expenses, & Fees, Education

40200 - Advertising (not zoning related)

40300 - Membership & Dues

40350 - Code Book/Development Ordinance

40400 - Travel & Conferences for Staff/Council

40500 - Town Hall Repairs & Maintenance

40600 - Office Equipment Purchase/Repair

40700 - Housekeeping, Printing, Office Supplies & Software

40800 - Postage

40801 - Elections

40900 - Insurance, Bonding, Workers Comp

41000 - Lawn/Outdoor Maintenance

70100 - Town Hall Electricity

70200 - Internet/Phone

70300 - Security/Alarm

70400 - IT Security & Website Design

Total 40000 - General Administrative Expense

60000 - Legal & Professional Services

60200 - Audit

60300 - Legal & Professional - Attorney

Total 60000 - Legal & Professional Services

80000 - Payroll Expenses

80100 - F.I.C.A.

80200 - Mileage Reimbursement

80300 - Payroll Processing Fees

80400 - Town Hall Staff Salaries

80500 - Health Insurance

80501 - Dental Insurance

80502 - Vision Insurance

80503 - ST Disability

80504 - State Retirement

80600 - Stipends-Council Expense

Total 80000 - Payroll Expenses

90000 - Public Safety

2,124.00	7,000.00	-4,876.00	30.34%
100.00	1,000.00	-900.00	10.00%
8,780.31	10,000.00	-1,219.69	87.80%
	30,700.00	-30,700.00	0.00%
1,352.10	2,950.06	-1,597.96	45.83%
80.00	20,000.00	-19,920.00	0.40%
	7,000.00	-7,000.00	0.00%
3,184.90	25,000.00	-21,815.10	12.74%
	2,000.00	-2,000.00	0.00%
	4,000.00	-4,000.00	0.00%
8,773.40	10,000.00	-1,226.60	87.73%
4,000.00	42,300.00	-38,300.00	9.46%
1,451.11	14,000.00	-12,548.89	10.37%
1,694.02	10,001.88	-8,307.86	16.94%
438.00	3,500.00	-3,062.00	12.51%
2,028.06	9,600.00	-7,571.94	21.13%
\$ 34,005.90	\$ 199,051.94	-\$ 165,046.04	17.08%
		0.00	
	12,000.00	-12,000.00	0.00%
560.00	45,000.00	-44,440.00	1.24%
\$ 560.00	\$ 57,000.00	-\$ 56,440.00	0.98%
		0.00	
2,393.60	18,600.29	-16,206.69	12.87%
	500.00	-500.00	0.00%
387.86	2,700.00	-2,312.14	14.37%
26,210.49	208,341.00	-182,130.51	12.58%
415.04	16,800.00	-16,384.96	2.47%
35.08	480.00	-444.92	7.31%
11.08	144.00	-132.92	7.69%
24.96	252.00	-227.04	9.90%
1,953.58	17,024.34	-15,070.76	11.48%
5,353.92	34,800.00	-29,446.08	15.38%
\$ 36,785.61	\$ 299,641.63	-\$ 262,856.02	12.28%
		0.00	

General Fund
Checks/Debits/Deposits
August 23

General Fund
Checks/Debits/Deposits
August 2023

Fidelity Bank -								
002762								
Date	Transaction Type	Num	Name	Memo/Description	Clr Amount	Balance		
Beginning Balance				ACH Payment BCBS NC GRP DRAFT T2 ACH Payment BCBS NC GRP DRAFT T28013352		357,669.21		
08/03/2023	Expenditure		Blue Cross & Blue Shield		R -349.10	357,320.11		
08/04/2023	Expenditure		ADP Payroll	ADP PAYROLL FEES ADP ACH Payment	R -95.54	357,224.57		
08/07/2023	Expenditure			Vision-Dental-Disability - NCLM	R -78.00	357,146.57		
08/08/2023	Expenditure		NC Retirement	ACH Payment NC TREASURER- DSTRetirement	R -1,416.07	355,730.50		
08/10/2023	Expenditure		ADP Payroll	Net Pay - Staff/Council	R -6,088.65	349,641.85		
08/10/2023	Expenditure			Fed-NC-FICA- Employee/Employer	R -2,362.53	347,279.32		
08/14/2023	Check	50043	Tim Jones	Net Pay - Tim Jones	R -234.43	347,044.89		
08/18/2023	Expenditure		ADP Payroll	ADP PAYROLL FEES ADP ACH Payment	R -95.54	346,949.35		
08/19/2023	Bill Payment (Check)	6413	Spectrum Business	Internet	R -816.66	346,132.69		
08/19/2023	Bill Payment (Check)	6409	Great American Financial Services		R -155.74	345,976.95		
08/19/2023	Bill Payment (Check)	6408	Excellence Lawncare & Landscaping	Lawncare/Maintenance	R -2,000.00	343,976.95		
08/19/2023	Bill Payment (Check)	6407	Duke Energy		C -1,226.00	342,750.95		
08/19/2023	Bill Payment (Check)	6406	Charles Winfree	Attorney Fees	R -560.00	342,190.95		

General Fund
Checks/Debits/Deposits
August 23

08/19/2023	Bill Payment (Check)	6405	Carolina Digital Phone	R	-30.00	342,160.95
08/19/2023	Bill Payment (Check)	6415	Total Computer Solutions	IT/Monthly	R	-676.02
08/19/2023	Bill Payment (Check)	6414	News & Record	R	-513.20	340,971.73
08/19/2023	Bill Payment (Check)	6412	Ms. Whitney Woody	Contract Cleaning - Town Hall/Park	R	-480.00
08/19/2023	Bill Payment (Check)	6411	Kallam Exterminators, Inc.	R	-40.00	340,451.73
08/19/2023	Bill Payment (Check)	6410	Jamie Cullen	Reimbursement - Park/Shelter Rental	C	-25.00
08/22/2023	Bill Payment (Check)		Fidelity Bank	Credit Card Payment	R	-1,801.72
08/22/2023	Deposit			Park/Shelter Rental	R	25.00
08/24/2023	Expenditure			FED - NC - FICA - Employee/Employer	R	-2,371.31
08/24/2023	Expenditure		ADP Payroll City of Greensboro Board of Alcohol	Net Pay Employee/Council	R	-6,167.35
08/28/2023	Deposit			Deposit	R	4,124.00
08/29/2023	Check	50044	Tim Jones	Tim Jones - Net Pay	R	-234.43
08/29/2023	Deposit			Park/Shelter Rental	R	35.00
08/30/2023	Deposit			Park/Shelter Rental	R	25.00
08/31/2023	Deposit			Interest Earned - Checking	R	14.55
Total for Fidelity Bank - 002762						-\$ 23,593.74

Grants

Grants/Restricted Funds	ARPA	Guilford County ARPA Grant	NC House Bill 1163	NC Div of Water Infrastructure Grant
	\$ 725,475.00	\$ 3,113,038.00	\$ 1,154,081.75	\$ 400,000.00
Expenditures	ARPA	Guilford County ARPA Grant	NC House Bill 1163	NC Div of Water Infrastructure Grant
Hawkins Landscape Architecture	\$ 2,010.00			
FEI Civil Engineers and Land Surveys	\$ 7,100.00			
(Park) Pickleball/Basketball	\$ 247,836.00			
(Park) Playground equipment	\$ 81,692.83			
A&D Enterprises, Inc.			\$ 35,000.00	
Kennerly Engineering & Design, Inc.			\$ 18,000.00	
Baseball/Softball Lights at Community Park (8401 Capri Drive, Stokesdale)	\$ 50,000.00			
Charles Winfree (Attorney)	\$ 2,474.50	\$ 780.00		
Hazen & Sawyer (Engineering Study)		\$ 366,400.00		
Balance Available by Special Revenue Fund: Expenditures TBD	\$ 334,361.67	\$ 2,745,858.00	\$ 1,101,081.75	\$ 400,000.00

Water Enterprise
Balance Sheet
August 23

Water Enterprise Account Balance Sheet Aug-23

	Total	Interest %	Mature Date
ASSETS			
Current Assets			
Bank Accounts			
Bank Of Oak Ridge CDARS			
CDAR - Acct# 1026529731	254,510.33	2.95601%	11/30/2023
CDAR - Acct# 1026480864	76,012.83	2.71296%	11/6/2023
CDAR - Acct# 1027147832	118,437.93	2.95601%	5/2/2024
CDAR - Acct# 1026529847	61,987.44	2.95601%	11/30/2023
Total Bank Of Oak Ridge CDARS	\$ 510,948.53		
Capital Reserve Fund - CRF (0345)	208,323.18	0.05%	
Fidelity-Water Enterprise (0504)	760,249.86	0.05%	
NCCMT	547,718.30		
Regular Savings (0403)	45,063.08	0.02%	
Total Bank Accounts	\$ 2,072,302.95		
Total Current Assets	\$ 2,072,302.95		
Accounts Receivable			
AR- Water Sales	39,238.91	Includes August billing	
Active - 90+Days Past Due	0.00	0 Account	
Inactive - 90+Days Past Due	6,115.64	25 Accounts	
Total AR- Water Sales	45,354.55		
Sales Tax Refund 2023-2024	0.00		
Total Accounts Receivable	\$ 45,354.55		
Other Current Assets			
Contra Expense Accounts			
Allowance for Doubtful Accounts	-\$ 6,115.64		
Total Contra Expense Accounts	-\$ 6,115.64		
Total Other Current Assets	-\$ 6,115.64		
TOTAL ASSETS	\$ 2,111,541.86		
LIABILITIES			
Accounts Payable			
Water Reimbursement due to General Fund	9,693.74		
Expenses paid by GF due to GF	0.00		
Payroll due to General Fund Account	564.64		
Total Accounts Payable	\$ 10,258.38		
Other Current Liabilities			
Water Deposits Refundable	33,258.39		
Capital Reserve Fund - SDF Fees (Restricted)	208,323.18		
Total Other Current Liabilities	\$ 241,581.57		
Total Current Liabilities	\$ 251,839.95		
TOTAL LIABILITIES	\$ 251,839.95		

Water Enterprise Account - Town of Stokesdale

Budget vs. Actuals: Budget 2024 - FY24 P&L

Aug-23

	Actual	Budget	over Budget	% of Budget
Section A: Income				
Damage Penalties/Meter Reading		1,000.00	-1,000.00	0.00%
Investment Income	7,507.36	30,000.00	-22,492.64	25.02%
Taps & Connection Fee	7,900.00	20,000.00	-12,100.00	39.50%
Water Capacity Fees	8,250.00	60,000.00	-51,750.00	13.75%
Water Sales	113,336.61	640,000.00	-526,663.39	17.71%
Late Fees	229.17	1,000.00	-770.83	22.92%
Transfer from Fund Balance				
Total Income	\$ 137,223.14	\$ 752,000.00	\$ 614,776.86	18.25%
Section B: Expenses				
11000- Water Purchase	7,388.67	225,000.00	-217,611.33	3.28%
Total Water Purchase	\$ 7,388.67	\$ 225,000.00	\$ 217,611.33	3.28%
Expenses				
12000 - Administrative			0.00	
12001 - Bond & Insurance		1,000.00	-1,000.00	0.00%
12002 - Contract Operation	8,223.75	110,000.00	-101,776.25	7.48%
12003 -Engineering Consultation Fees		50,000.00	-50,000.00	0.00%
12004 - Dues & subscriptions	850.00	6,500.95	-5,650.95	13.08%
12005 - ORC Gary Matchunis		16,000.00	-16,000.00	0.00%
12006 - Postage	1,500.00	6,000.00	-4,500.00	25.00%
12008 - F.I.C.A. Expense	82.73	765.00	-682.27	10.81%
12009 - Mileage Reimbursement		2,000.00	-2,000.00	0.00%
12010 - Salaries	1,081.43	10,000.00	-8,918.57	10.81%
Total 12000 - Administrative & Payroll Expenses	\$ 11,737.91	\$ 202,265.95	\$ 190,528.04	5.80%
13000 - Repairs & Maintenance				
13002 - Chemicals	280.50	700.00	-419.50	40.07%
13003 - Chlorinator Maintenance		4,000.00	-4,000.00	0.00%
13004 - Electricity Chlorinator Utilities	60.28	650.00	-589.72	9.27%
13006 - Marking Water Lines 811	61.40	1,000.00	-938.60	6.14%

Water Enterprise Account - Town of Stokesdale Check/Debits/Deposits

August 2023

Fidelity-Water Enterprise (0504)		Transaction Type	Num	Name	Memo/Description	Clr	Amount	Balance
		Date						
		Beginning Balance						708,249.39
		08/01/2023	Deposit		Water Deposit/Refundable	R	50.00	708,299.39
		08/02/2023	Deposit			R	4,294.46	712,593.85
		08/03/2023	Deposit			R	328.72	712,922.57
		08/03/2023	Deposit			R	866.67	713,789.24
		08/04/2023	Deposit			R	201.24	713,990.48
		08/07/2023	Deposit			R	256.90	714,247.38
		08/08/2023	Deposit		Water Deposit/Refundable	R	50.00	714,297.38
		08/08/2023	Deposit			R	240.22	714,537.60
		08/08/2023	Deposit	Southern Craft Construction LLC	Southern Craft Construction	R	1,200.00	715,737.60
		08/08/2023	Deposit			R	1,775.50	717,513.10
		08/08/2023	Deposit			R	10,808.73	728,321.83
		08/09/2023	Deposit			R	680.40	729,002.23
		08/10/2023	Deposit		Water Deposit/Refundable	R	50.00	729,052.23
		08/10/2023	Deposit			R	215.92	729,268.15
		08/10/2023	Deposit			R	236.86	729,505.01
		08/11/2023	Deposit			R	121.71	729,626.72
		08/14/2023	Deposit			R	118.47	729,745.19
		08/14/2023	Deposit			R	150.72	729,895.91
		08/14/2023	Deposit			R	226.38	730,122.29
		08/15/2023	Deposit		Water Deposit/Refundable	R	50.00	730,172.29
		08/15/2023	Deposit			R	148.47	730,320.76
		08/15/2023	Deposit			R	421.12	730,741.88
		08/16/2023	Deposit			R	50.64	730,792.52
		08/16/2023	Deposit			R	310.08	731,102.60
		08/17/2023	Deposit			R	33.81	731,136.41
		08/17/2023	Deposit		Water Deposit/Refundable	R	175.00	731,311.41
		08/17/2023	Deposit	Lamb & Peeples Builders Inc	Lamb & Peeples Builders	R	1,200.00	732,511.41

Water Enterprise
Checks/Debits/Deposits
August

08/19/2023	Bill Payment (Check)	5878	Chris Clement Home Builders Inc	Water Deposit - Refunded	C	-64.83	732,446.58
08/19/2023	Bill Payment (Check)	5879	Keystone Group	Water Deposit - Refunded	C	-15.76	732,430.82
08/19/2023	Bill Payment (Check)	5877	Anthony D Ebio	7920 Northwest Meadows Dr		-23.63	732,407.19
08/19/2023	Bill Payment (Check)	5880	Yates Construction Company, Inc.		R	-8,223.75	724,183.44
08/19/2023	Bill Payment (Check)	5876	Pace Analytical Servives LLC		R	-782.80	723,400.64
08/19/2023	Bill Payment (Check)		Energy United		R	-60.28	723,340.36
08/19/2023	Bill Payment (Check)	5881	North Carolina 811, Inc.		R	-30.70	723,309.66
08/21/2023	Deposit				R	42.45	723,352.11
08/21/2023	Deposit				R	308.45	723,660.56
08/21/2023	Deposit				R	452.78	724,113.34
08/21/2023	Deposit				R	893.69	725,007.03
08/22/2023	Deposit				R	287.17	725,294.20
08/22/2023	Deposit				R	311.22	725,605.42
08/22/2023	Deposit				R	3,048.88	728,654.30
08/23/2023	Deposit				R	260.06	728,914.36
08/23/2023	Deposit				R	1,583.46	730,497.82
08/24/2023	Deposit				R	526.09	731,023.91
08/24/2023	Deposit				R	1,963.06	732,986.97
08/25/2023	Deposit				R	301.69	733,288.66
08/28/2023	Deposit				R	176.42	733,465.08
08/28/2023	Deposit				R	525.24	733,990.32
08/28/2023	Deposit				R	3,691.62	737,681.94
08/29/2023	Deposit			Water Deposit/Refundable	R	175.00	737,856.94
08/29/2023	Deposit				R	6,012.19	743,869.13
08/29/2023	Deposit				R	571.82	744,440.95
08/29/2023	Deposit				R	472.86	744,913.81
08/30/2023	Deposit			Water Deposit/Refundable	R	50.00	744,963.81
08/30/2023	Deposit				R	4,037.82	749,001.63
08/30/2023	Deposit		Southern Craft Construction LLC	Southern Craft Construction, LLC	R	1,200.00	750,201.63
08/30/2023	Deposit		Keystone Group	Keystone Group	R	1,200.00	751,401.63
08/30/2023	Deposit				R	262.66	751,664.29

Water Enterprise
Checks/Debits/Deposits
August

08/31/2023	Deposit
08/31/2023	Deposit
08/31/2023	Deposit
08/31/2023	Deposit
08/31/2023	Deposit
08/31/2023	Deposit
08/31/2023	Deposit

C	1,410.80	753,075.09
R	31.13	753,106.22
R	401.68	753,507.90
C	779.49	754,287.39
C	559.87	754,847.26
R	4,947.29	759,794.55
C	455.31	760,249.86

Total for Fidelity-Water
Enterprise (0504)

\$ 52,000.47

TOWN OF STOKESDALE



R-2023-__

**A RESOLUTION CONSENTING TO THE ADDITION OF
POND COURT WITHIN THE MEADOW RIDGE 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-17-23) dated August 07, 2023, of said street Pond Court (0.06 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 Pond Court (0.06 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 Pond Court (0.06 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.

Adopted this the 14th day of September, 2023.

Michael E Crawford, Mayor

Attest:

Robbie Lee Wagoner II, Town Clerk



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

RECEIVED

AUG 14 2023

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

August 7, 2023

Guilford County

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

Road Addition – Pond Court in the Meadow Ridge Subdivision in Stokesdale in
Guilford County

Dear Mr. Crawford:

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

Pond Court

0.06 miles

I ask for a resolution concurring in the addition of this road to the State
Maintenance System.

Sincerely,

Bobby L. Norris, P.E.
District Engineer

BLN/wr

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

County: Guilford Co. File No: G-17-23 Date: 8/7/2023
Township: Oak Ridge Div. File No: _____ Div. No: 7

Local Name: Pond Court Subdivision Name: Meadow Ridge (Ph 2)

Surface Type: S9.5B Surface Thickness: 2" Width: 20' Length: .06

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: 05-16-1997 Book: 124 Page: 88

Additional Plats: _____

Number of homes having entrances into road: 4 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: 
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 #

Received by NCDOT: 3/14/2022

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

ROADWAY INFORMATION: (Please Print/Type)

County: Guilford Road Name: Pond Court
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Meadow Ridge (Ph 2) Length (miles): .06

Number of occupied homes having street frontage: 4 Located (miles): .15

miles N ☒ S ☐ E ☐ W ☐ of the intersection of Route 4423 and Route 4424.
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Pond Court 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: Jennifer Williams (HOA President) Phone Number: (336) 644-2035

Street Address: 7708 Haw Meadows Dr. Kernersville, NC 27284

Mailing Address: 7708 Haw Meadows Dr. Kernersville, NC 27284

PROPERTY OWNERS

Name

Mailing Address

Telephone

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

INSTRUCTIONS FOR COMPLETING PETITION:

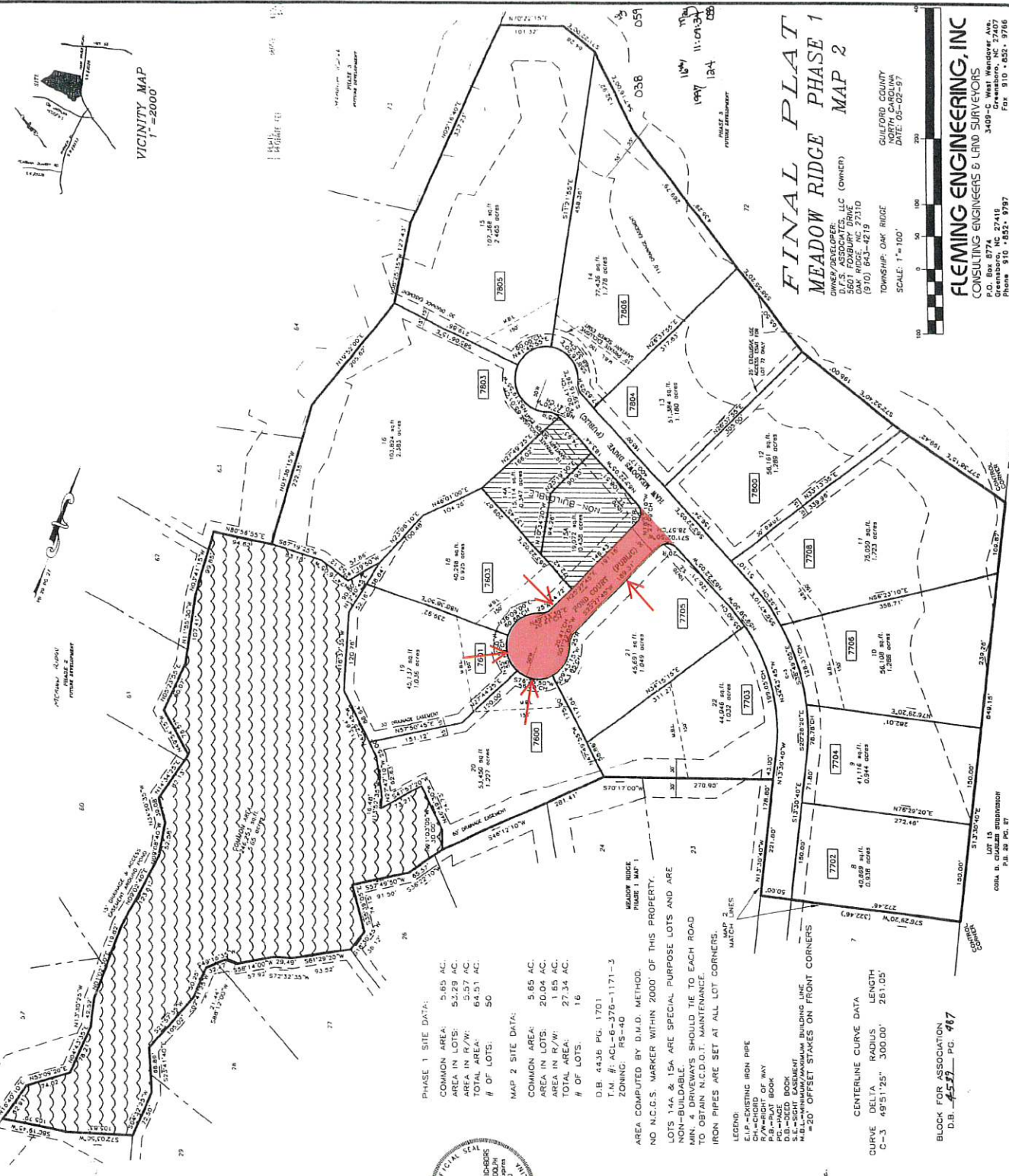
1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
4. If submitted by 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.

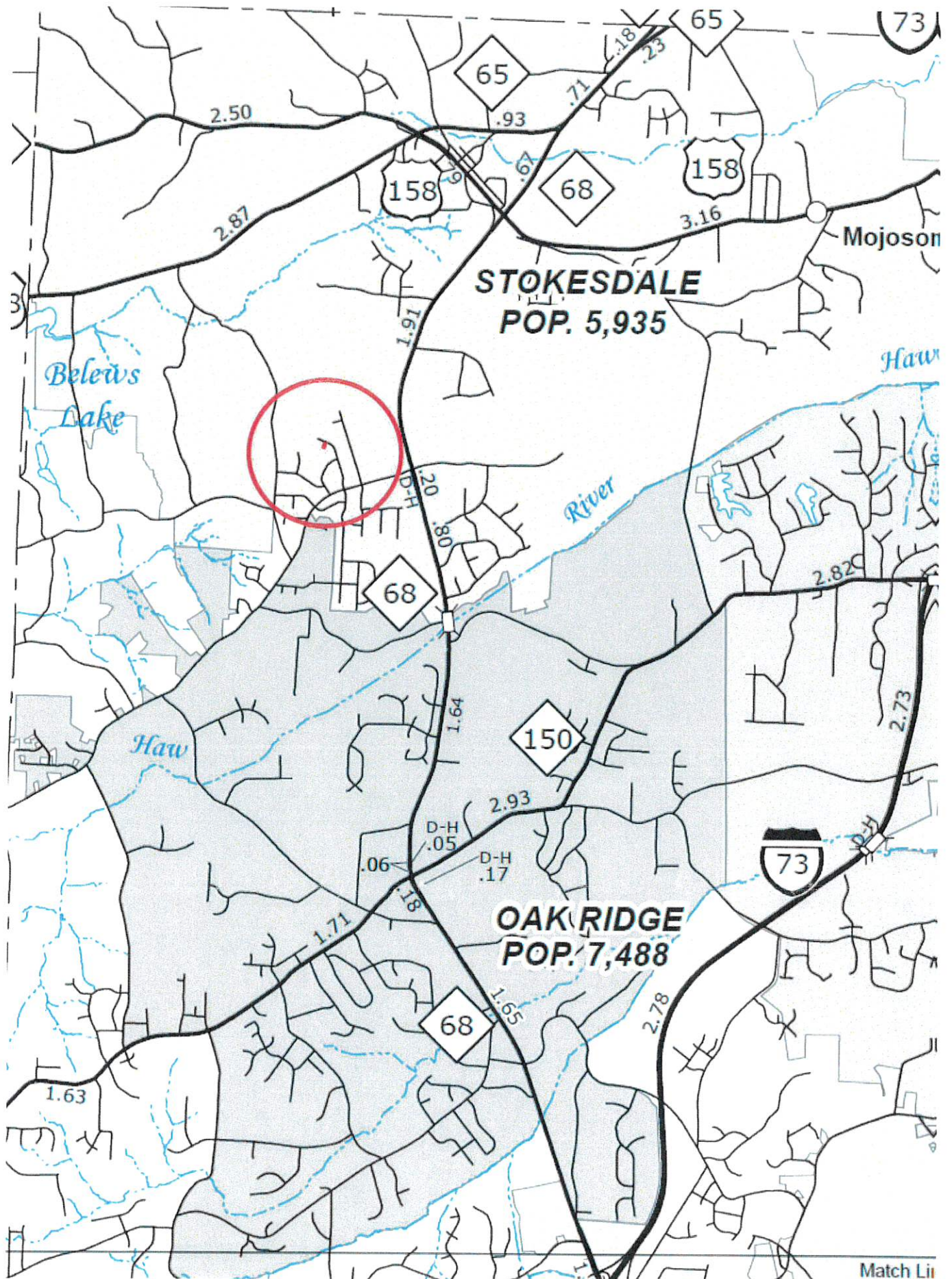
FOR NCDOT USE ONLY: Please check the appropriate block☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☒ Subdivision platted after September 30, 1975**REQUIREMENTS FOR ADDITION**

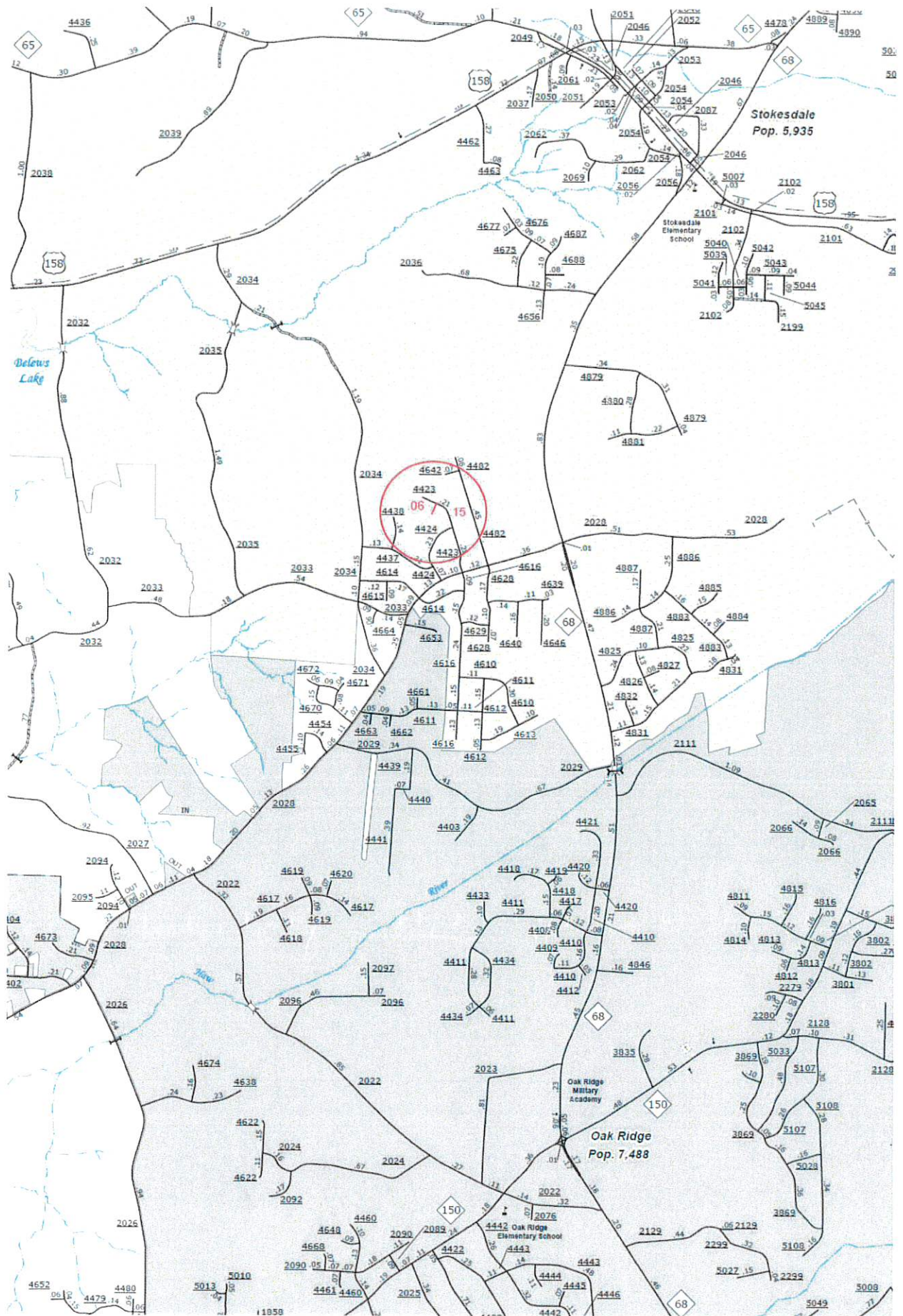
If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to 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>
Pond Court	4	.06			

[illegible]





TOWN OF STOKESDALE



R-2023-__

**A RESOLUTION CONSENTING TO THE ADDITION OF
CORNELIUS COURT, JOHN KING LANE AND SOUTH POINT DRIVE
WITHIN THE BOONE MEADOWS 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-09-23) dated September 11, 2023, of said streets, Cornelius Court, John King Lane and South Port Drive (Extension of SR 4608), 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 Cornelius Court, John King Lane and South Port Drive (Extension of SR 4608) 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 Cornelius Court, John King Lane and South Port Drive (Extension of SR 4608) 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.

Adopted this the 10th day of September 14, 2023.

Michael E Crawford, Mayor

Attest:

Robbie Lee Wagoner II, Town Clerk



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

September 12, 2023

Guilford County

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

Road Additions – Cornelius Court, John King Lane and South Point Drive in the Boone Meadows 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 map and the subdivision plats for the addition of the following roads:

Cornelius Court	0.22 miles
John King Lane	0.10 miles
South Point Drive (Extension of SR 4608)	0.18 miles

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

Sincerely,

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

County: Guilford Co. File No: G-09-23 Date: 9/11/2023
Township: Oak Ridge Div. File No: _____ Div. No: 7

Form SR-4 (07/10/18)

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

County: Guilford Co. File No: G-10-23 Date: 9/11/2023
Township: Oak Ridge Div. File No: _____ Div. No: 7

Local Name: John King Lane Subdivision Name: Boone Meadows

Surface Type: S9.5B Surface Thickness: 2" Width: 20' Length: .10

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: 04-12-2021 Book: 206 Page: 12 & 13

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] 9/11/23
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
Secondary Road Addition Investigation Report**

County: Guilford Co. File No: G-11-23 Date: 9/11/2023
Township: Oak Ridge Div. File No: _____ Div. No: 7

Local Name: South Point Drive Subdivision Name: Boone Meadows
(Extension of SR 4608) Boone Landing
Surface Type: S9.5B Surface Thickness: 2" Width: 20' Length: .18
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: 04-12-2021 Book: 206 Page: 12 & 13
Additional Plats: 11-02-1995 Book: 118 Page: 61
Number of homes having entrances into road: 6 Other uses having entrances into road: 0
Right-of-Way Width: 50'/60' *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:  9/11/23 Reviewed and Approved: _____
DISTRICT ENGINEER DIVISION ENGINEER

Reviewed and Approved
BOARD OF TRANSPORTATION MEMBER: _____

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

Date Petition Received by NCDOT: 3/28/2023

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

ROADWAY INFORMATION: (Please Print/Type)

County: Guilford Road Name: Cornelius Court
(Please list additional street names and lengths on the back of this form.)


Subdivision Name: Boone Meadows Length (miles): .22

Number of occupied homes having street frontage: 17 Located (miles): .07

miles N ☒ S ☐ E ☐ W ☐ of the intersection of Route 2046 and Route 2047.
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Boone Meadows 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 and Signature: 
Will Berry (Developer) 3/28/23 Phone Number: (336) 273-8663

Street Address: 2200 E. Bessemer Ave. Greensboro, NC 27405

Mailing Address: 2200 E. Bessemer Ave. Greensboro, NC 27405

PROPERTY OWNERS

Printed Name and Signature

Mailing Address

Telephone

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. 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.
5. 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.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY:

Date Petition Received by NCDOT: _____

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 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>
Cornelius Court	17	.22			
John King Lane	6	.10			
South Point Drive	5	.18			
(Extension of SR 4608)					

pu Sue Vaughn

Plat Book 206 Page 12

CERTIFICATE OF SURVEY ACCURACY

I, W. Anthony Vaughn, certify that this plat was prepared by me or under my direct supervision and that I am a duly licensed Professional Surveyor in the State of North Carolina. I further certify that this survey was conducted in accordance with the North Carolina Surveying and Mapping Act of 1991, and that the plat is a true and correct representation of the survey.

This survey creates a subdivision of land with an area of 1.7500 acres, more or less, and an ordinance that regulates the use of the land. Within my official signature, registration number, and seal this plat is dated 4/9/21.

Surveyor: W. Anthony Vaughn
Registration Number: L-2721
SEAL OR STAMP



SURVEY NOTE:
MADE FROM "FINAL PLAT BOONE MEADOWS" BY
W. ANTHONY VAUGHN, CO. INC. DATED JANUARY 12, 2021
AND RECORDED IN P.B. 206, PG. 12 & 13

OWNERS' SIGNATURES AND ALIST
The undersigned hereby acknowledge that the
land is within the subdivision jurisdiction of the
TOWN OF STOKESDALE

Signature: [Signature]
Signature: [Signature]
Alist: _____

This plat does not require a certificate of approval by the
Division of Highways as provided in N.C.G.S. 136-102.6,
subchapter 2B.

Approved by the Town of Stokesdale
North Carolina on 4/9/21
Development Officer

Reviewed by the Town of Stokesdale
Planning Director

Reviewed by the State of North Carolina
Division of Highways

Reviewed by the State of North Carolina
Division of Highways

Reviewed by the State of North Carolina
Division of Highways

Reviewed by the State of North Carolina
Division of Highways

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Division of Highways

Reviewed by the State of North Carolina
Division of Highways

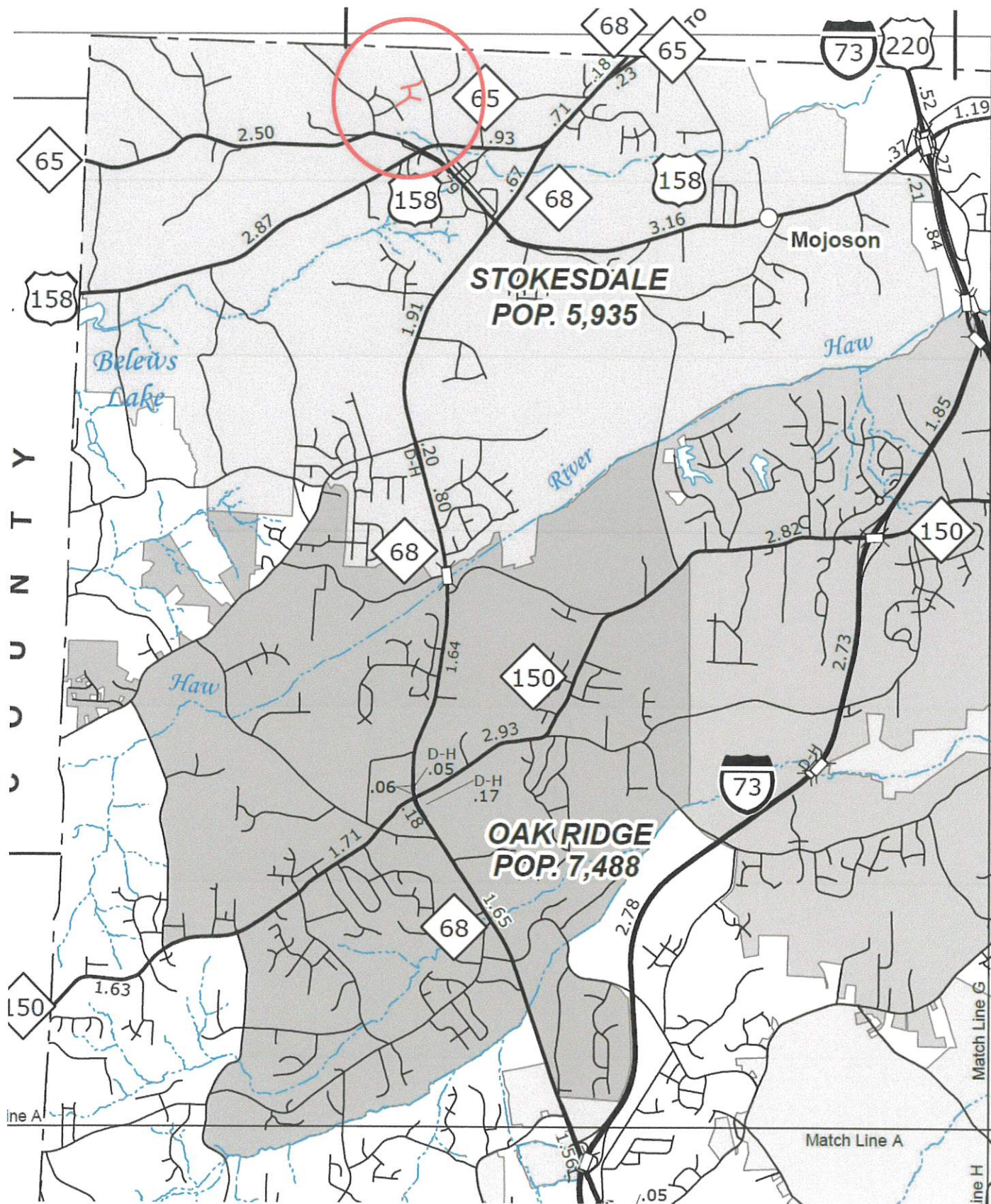
LINE	BEARING	DISTANCE
L3	N 42°17'05" E	29.56'
L4	N 47°45'15" W	50.50'
L5	N 75°38'15" W	10.54'
L6	N 75°38'15" W	52.08'
L7	S 75°38'03" W	67.33'
L14	S 86°09'12" W	11.55'
L15	S 86°10'12" W	7.81'
L16	S 02°45'38" E	18.12'
L17	S 85°42'48" W	10.84'
L18	S 85°40'07" E	50.05'
L19	N 21°07'27" E	55.23'
L20	N 40°07'27" E	56.08'
L21	N 03°32'3" E	6.06'

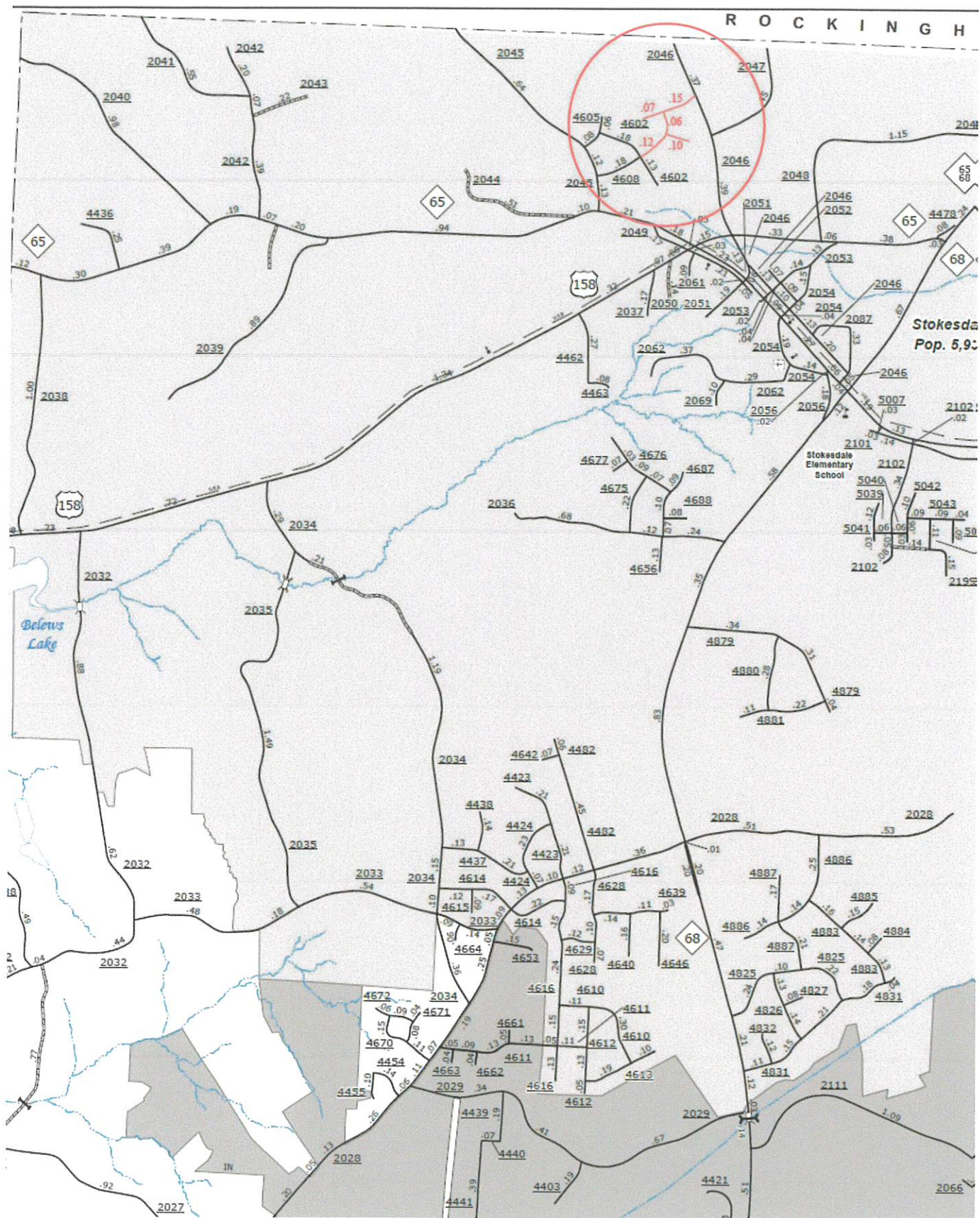
DEED RESTRICTION - RESTRICTIVE COVENANT:

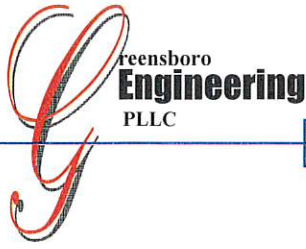
* Development of subject property is required to be in accordance with applicable state and federal regulations for the National Pollutant Discharge Elimination System (NPDES) (Phase II) stormwater management program. The recording of this document establishes an enforceable deed restriction that shall run with the land and shall be binding on all successors in interest. The restriction shall maintain the site in a manner consistent with applicable law and the approved project plans. Any alterations to the site shall not be permitted without review and approval by the local governmental office having jurisdiction for watershed / stormwater management protection.

LINE	BEARING	DISTANCE
L22	S 22°40'32" E	30.68'
L23	S 22°40'32" E	14.30'
L24	S 87°10'22" W	4.01'
L25	S 85°52'14" W	20.22'
L26	S 87°18'24" W	25.00'
L27	S 85°52'14" W	25.00'
L28	S 40°00'32" W	26.00'
L29	N 65°57'58" E	4.01'
L30	S 22°40'32" E	34.73'
L31	S 21°30'01" E	97.98'
L32	S 19°41'41" E	97.20'
L33	S 17°29'30" E	62.57'
L34	N 65°52'14" E	42.33'

CURVE	CHORD BEARING	CHORD DISTANCE	ARC LENGTH	ARC BEARING	CHORD DISTANCE	CHORD BEARING
C1	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C2	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C3	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C4	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C5	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C6	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C7	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C8	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C9	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C10	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C11	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C12	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C13	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C14	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C15	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C16	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C17	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C18	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C19	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C20	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C21	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C22	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C23	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C24	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C25	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C26	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C27	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C28	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C29	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C30	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C31	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C32	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C33	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C34	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C35	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C36	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C37	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C38	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C39	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C40	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C41	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C42	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C43	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C44	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C45	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C46	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C47	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C48	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C49	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C50	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C51	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C52	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C53	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C54	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C55	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C56	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C57	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C58	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C59	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C60	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C61	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C62	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C63	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C64	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C65	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C66	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C67	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C68	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C69	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C70	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C71	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C72	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C73	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C74	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C75	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C76	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C77	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C78	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C79	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C80	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C81	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C82	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C83	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C84	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C85	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C86	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C87	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C88	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C89	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C90	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C91	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C92	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C93	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C94	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C95	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C96	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C97	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C98	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C99	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E
C100	N 89°52'14"E	706.00'	54.00'	N 89°52'14"E	706.00'	N 89°52'14"E







Greensboro Engineering PLLC
1852 Banking Street #29127
Greensboro, NC 27408
Telephone (336) 275-6360
E-mail: info@gsoengineering.com
Website: www.gsoengineering.com

September 1, 2023

Client:
Mr. Derek Foy
Town of Stokesdale
8325 Angel-Pardue Rd
Stokesdale, NC 27357

Re: Stokesdale Soccer Field Lighting Project

Mr. Foy,

Thank you for the opportunity to provide a proposal for electrical engineering and permit documents for the Soccer Field Lighting Project. Electrical Supply house to provide photometric plans used as basis for design for lighting layout (wooden poles, metal supports, led lighting). During walk thru lighting (3) soccer fields were discussed – 11v11, 9v9, and 7v7. Lighting poles will be located on the interior the walking track and power distribution will be either from concession building or a new 120/240V electrical service from Duke Power. Design documents will reflect the lighting layout, specifications for electrical equipment and power distribution.

The proposed scope of work is:

- Assemble permit documents reflecting pole locations, power distribution, conduit and circuitry as listed above
- Proposed Electrical Design Fee: \$10k

Design fee includes submittal review. Any bidding/negotiating or Construction Administration can be handled on an hourly basis of \$150/hr . Any design changes after permit submission can be performed on an hourly basis. Monthly progress billing will apply (Net 30 terms).

Thank you for the opportunity. Please contact us if you have any questions.

Greensboro Engineering PLLC appreciates the opportunity to provide a proposal.

Sincerely,

A handwritten signature in black ink that reads 'Chad Lackey'.

Charles B. Lackey, Manager
Greensboro Engineering PLLC

Summary of Amendment to Agreement between The Town of Stokesdale and
Winston-Salem/Forsyth County Utility Commission

1. Term extended from 2030 to 2050.
2. Capacity increased from 300,000 gallons/ day to 500,000 gallons/ day.
3. The Town will pay the Commission a one-time capacity reservation fee of \$128,000 within 90 days of the Agreement.
4. Termination for convenience with 48 month notice requirement, but may not be exercised by the Commission before 2040. Currently no time limit on when it could be exercised.
5. Notice and opportunity to cure related to termination for default extended from 30 days to 60 days. If the change is one that cannot reasonably be completed in 60 days, then cure must be initiated within 60 days and diligently pursued.
6. The indemnification language is significantly enhanced for the Commission.
7. Installation of booster pumps or resale to other water systems must be approved by the Commission.

**FIRST AMENDMENT TO ANCILLARY INTERGOVERNMENTAL
WATER SERVICES AGREEMENT**

This First Amendment to Ancillary Intergovernmental Water Services Agreement (the "Amendment") is entered into as of the ____ day of _____, 2023 ("Effective Date"), between the Town of Stokesdale, a municipality organized under the state of North Carolina (the "Applicant"), and Winston-Salem/Forsyth County Utility Commission (the "Commission") (the Applicant and the Commission, each, individually, a "Party", and together, the "Parties").

Recitals

A. WHEREAS, the Parties entered into that certain Ancillary Intergovernmental Water Services Agreement dated May 1, 2001, for the supply and purchase of water (the "Agreement"); and

B. WHEREAS, the Commission adopted a resolution on September 10, 2018, which approved a wholesale water rate for customers that possess their own water systems for which the Commission provides stored and treated water, but for which the Commission provides no maintenance, billing, or customer service; and

C. WHEREAS, said wholesale water rate became effective October 1, 2018; and

D. WHEREAS, the Applicant meets the definition of a wholesale water customer; and

E. WHEREAS, on October 1, 2018, the Commission, therefore, reduced the wholesale water rate it charges to Applicant, commensurate with the reduction provided to all wholesale water customers of the type above-described; and

F. WHEREAS, the Parties have, therefore, adopted resolutions, on September 11, 2023 and September 14, 2023, respectively, to permit the requisite amendment to the Agreement and to ratify the previous reduction in the rate charged to Applicant, made effective October 1, 2018; and

G. WHEREAS, the Applicant would also like to increase the volume of water it purchases from the Commission; and

H. WHEREAS, the Commission has agreed to supply the additional volume of water; and

I. WHEREAS, the Parties would, furthermore, like to extend the term of the Agreement until the year 2050; and

J. WHEREAS, the Parties would like to add various other provisions to the Agreement; and

K. WHEREAS, the Applicant and the Commission have now agreed to amend the terms of the Agreement as indicated below; and

L. WHEREAS, sec. XIV of the Agreement provides that any amendment must be in writing and executed by both parties;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to amend the Agreement as follows:

1. Article I is, hereby, amended by adding the underlined language and deleting the language shown in strikethrough:

“This Agreement shall be in effect from the date of completion of a water main connection by the Applicant until the year 2030-2050, or until modified as mutually agreed by both parties, or terminated as hereinafter provided. ~~The Commission~~ Either party may terminate this Agreement for convenience by giving ~~the Applicant~~ the other party forty-eight (48) months’ written notice of its intent or decision to discontinue service before the end of the term, however, the Commission will not exercise its right to terminate for convenience until January 1, 2040.”

2. Article III is, hereby, amended by adding the underlined language and deleting the language shown in strikethrough:

“The Applicant shall install, and except as otherwise provided in Article IV, below, with respect to the Intervening Main, maintain, at Applicant’s expense, a water meter and all necessary waterlines to the Metered Point. In addition, the Applicant shall install appropriate backflow prevention devices, as required by the Commission, and shall release, indemnify, defend, and hold the Commission ~~for harmless from and against any and all losses, costs, claims, damages, liabilities, expenses, suits, and causes of action, including, but not limited to, consequential, indirect, incidental, special, exemplary, and punitive damages, reasonable attorneys’ fees, court costs, and other costs of litigation associated with~~ in any manner arising from, with respect to, or in connection with any detrimental backflow occurrence. Notwithstanding the foregoing, the Applicant shall not settle or compromise any claim or proceeding without the Commission’s prior written consent, and the Commission reserves the right to retain its own legal counsel, at its expense. The Commission reserves the right to inspect, test, repair, and replace said meter and backflow prevention devices, as required. The cost of such replacements and/or repairs shall be charged to, and paid by, the Applicant, in accordance with Paragraph IX herein.”

3. The first sentence of the first paragraph of Article V in the Agreement is, hereby, amended by adding the underlined language and deleting the language shown in strikethrough:

“V. The Commission shall provide the Applicant a maximum flow rate of ~~300,000~~ 500,000 (five hundred thousand) gallons of water per day (hereinafter, “Maximum Flow

Rate”)...”

4. The following two sentences shall be added to the end of the first paragraph of Article V:

“The Applicant shall release, indemnify, defend, and hold the Commission harmless from and against any and all losses, costs, claims, damages liabilities, expenses, suits, and causes of action, including, but not limited to, consequential, indirect, incidental, special, and exemplary damages, reasonable attorneys’ fees, court costs, and other costs of litigation which the Commission may incur, arising from, with respect to, or in connection with the exceedance of the Maximum Flow Rate or, alternatively, the Commission’s inability to furnish additional water/flows to meet the exigency caused by the fire or other catastrophic event. Notwithstanding the foregoing, the Applicant shall not settle or compromise any claim or proceeding without the Commission’s prior written consent, and the Commission reserves the right to retain its own legal counsel, at its expense.”

5. The final two sentences of the second paragraph of Article V are, hereby, amended by adding the underlined language and deleting the language shown in strikethrough:

“The Commission shall incur no liability for said reduction or termination of water service to the Applicant and the Applicant agrees to release, indemnify, defend, and hold the Commission harmless the Commission from and against any and all losses, costs, claims, damages liabilities, expenses, suits, and causes of action, including, but not limited to, consequential, indirect, incidental, special, exemplary, and punitive damages, reasonable attorney’s fees, court costs, and other costs of litigation which the Commission may incur, arising out of from, with respect to, or in connection with the reduction or termination of water service to the Applicant. Notwithstanding the foregoing, the Applicant shall not settle or compromise any claim or proceeding without the Commission’s prior written consent, and the Commission reserves the right to retain its own legal counsel, at its expense.”

6. Article VI is, hereby, by adding the underlined language and deleting the language shown in strikethrough:

“VI. In the event the Applicant’s water consumption does not exceed the minimum amount of consumption for billing purposes as set forth in Section 30(e) of the Resolutions, the Applicant shall pay a rate equal to that of the minimum monthly metered rate for the corresponding meter size installed by Applicant as stated in the Resolutions. The Applicant understands and acknowledges that water consumption below the Maximum Flow Rate can pose a threat to the quality of water within the Intervening Main. Regardless of how much water the Applicant actually uses, the Commission shall be charged, at a minimum, the appropriate minimum readiness-to-serve charge indicated in the Commission’s Water System Policy Resolution, as well as the Reserve Capacity Fee outlined in Section 18 of the Amendment, below, and revised Article IX of the Agreement. In the event water quality problems of any kind or nature do occur as a result of, due to, or arising out of Applicant’s consumption of water below the Maximum Flow

Rate, Applicant shall pay (according to the rate established in ~~paragraph~~ Article IX herein) for the volume of water required to properly flush the water system and restore the quality of water to a level acceptable to the Commission, and shall release, indemnify, defend, and hold the Commission harmless from and against any and all losses, costs, claims, damages, liabilities, expenses, suits, and causes of action, including, but not limited to, consequential, indirect, incidental, special, exemplary, and punitive damages, reasonable attorneys' fees, court costs, and other costs of litigation in any manner arising from, with respect to, or in connection with the Applicant's consumption of water below the Maximum Flow Rate. Notwithstanding the foregoing, the Applicant shall not settle or compromise any claim or proceeding without the Commission's prior written consent, and the Commission reserves the right to retain its own legal counsel, at its expense."

7. The first sentence of Article VII is, hereby, amended by adding the underlined language and deleting the language shown in strikethrough:

"Any changes in applicable ~~Ffederal, or Sstate, or local~~ laws, rules, or regulations, requiring changes in the Resolutions or operation of the water system, shall automatically become a part of this Agreement, and the ~~Commission Parties~~ shall notify ~~the Applicant~~ one another within a reasonable ~~length period~~ of time after becoming aware thereof, of any such changes..."

8. Article IX is, hereby, stricken, in its entirety, and replaced with the following two paragraphs:

"The Commission shall read the meter, located as stated in Article II above, and submit invoices to the Applicant monthly. Applicant shall pay to the Commission for water services at the current rate indicated in the Commission's Water System Policy Resolution as the water wholesale rate, as said rate is subsequently amended; this provision of Article IX, concerning the rate to be paid by the Applicant, shall be effective retroactively to October 1, 2018, as ratified by the Commission on September 11, 2023. In addition, the Applicant shall pay the Commission a "Reserve Capacity Fee" of \$128,000 (one hundred twenty-eight thousand dollars) for the additional 200,000 (two hundred thousand) gallons per day of capacity (an increase from 300,000 to 500,000 gallons per day) that the Applicant, hereby, reserves in the Commission's water system, per Section 3 of this Amendment and revised Article V of the Agreement. This equates to \$0.64 (sixty-four cents) per gallon, per day, for the additional 200,000 (two hundred thousand) gallons, per day, of capacity. The Applicant shall pay the Reserve Capacity Fee in one lump sum, within 90 (ninety) calendar days of the execution of this Amendment. The Applicant shall be subject to all policies regarding collection of water charges, penalties for failure to pay, and termination of service, as outlined in the Commission's Water System Policy Resolution. The Applicant shall be responsible for and release, indemnify, defend, and hold the Commission harmless from and against any and all losses, costs claims, damages, liabilities, expenses, suits, and causes of action, including, but not limited to, consequential, indirect, incidental, special, exemplary, and punitive damages, reasonable attorneys' fees, court costs, and other costs of litigation incurred in the collection of any sums due from the Applicant to the Commission. Notwithstanding the foregoing, the Applicant shall not settle or compromise any claim or

proceeding without the Commission's prior written consent, and the Commission reserves the right to retain its own legal counsel, at its expense."

9. Article X(3) is, hereby, amended by adding the underlined language and deleting the language shown in strikethrough:

"(3) This Agreement shall be terminated by the Commission (a) if the Applicant fails to cure such default within sixty (60) days after the date of written notice thereof; or (b) if such default cannot be cured in such period, as the Commission shall, in its sole and absolute discretion, have determined, and the Applicant has not commenced appropriate curative action within such sixty (60-) day period and, thereafter, diligently prosecuted such cure to completion, and as promptly as possible, all of the foregoing, once more as the Commission shall, in its sole and absolute discretion, determine. If the Commission terminates the Agreement pursuant to this Article X(3), effective as of the date of termination, the Commission shall have no further obligation, responsibility, or liability to the Applicant. The Applicant shall release, indemnify, defend, and hold the Commission harmless from and against any and all losses, costs, claims, damages, liabilities, expenses, suits, and causes of action, including, but not limited to, consequential, indirect, incidental, special, exemplary, and punitive damages, reasonable attorneys' fees, court costs, and other costs of litigation in any manner arising from, with respect to, or in connection with the Applicant's breach of any term of this Agreement and/or the Commission's termination of the Agreement due to the Applicant's breach. Notwithstanding the foregoing, the Applicant shall not settle or compromise any claim or proceeding without the Commission's prior written consent, and the Commission reserves the right to retain its own legal counsel, at its expense."

9. The final two sentences of Article XI are, hereby, amended by adding the underlined language and deleting the language shown in strikethrough:

"...The Applicant agrees to release, indemnify, defend, and hold the Commission harmless the Commission from and against any and all losses, costs, claims, damages, liabilities, expenses, suits, and causes of action, including, but not limited to, consequential, indirect, incidental, special, exemplary, and punitive damages, reasonable attorney's fees, court costs, and other costs of litigation which the Commission may incur, in any manner arising out of from, with respect to, or in connection with the quality of water beyond the Metered Point. Notwithstanding the foregoing, the Applicant shall not settle or compromise any claim or proceeding without the Commission's prior written consent, and the Commission reserves the right to retain its own legal counsel, at its expense."

10. The following two sentences shall be added to the end of Article XII:

"In the event that the Applicant connects any pump or other water-boosting equipment to the Commission's water system, either with or without the Commission's permission, the Applicant shall release, indemnify, defend, and hold the Commission harmless from and against any and all losses, costs, claims, damages, liabilities, expenses, suits, and causes of action, including, but not limited to, consequential, indirect, incidental, special, and

exemplary damages, reasonable attorneys' fees, court costs, and other costs of litigation in any manner arising from, with respect to, or in connection with the Applicant's connection of said pump or other water-boosting equipment to the Commission's water system. Notwithstanding the foregoing, the Applicant shall not settle or compromise any claim or proceeding without the Commission's prior written consent, and the Commission reserves the right to retain its own legal counsel, at its expense."

11. The final sentence of Article XIII is, hereby, hereby, amended by adding the underlined language and deleting the language shown in strikethrough:

"...The Commission shall not be liable for and the Applicant shall release, indemnify, defend, and hold the Commission harmless from and against any and all losses, costs, claims, ~~cost~~, damages, liabilities, expenses, suits, and causes of action, including, but not limited to, consequential, indirect, incidental, special, exemplary, and punitive damages, reasonable attorney's fees, court costs, and other costs of litigation in any manner arising out of from, with respect to, or in connection with the Applicant's failure to comply with federal, state, and local regulations applicable to Applicant's use of the Commission's water services. Notwithstanding the foregoing, the Applicant shall not settle or compromise any claim or proceeding without the Commission's prior written consent, and the Commission reserves the right to retain its own legal counsel, at its expense."

12. Article XV is, hereby, hereby, amended by adding the underlined language and deleting the language shown in strikethrough:

"This Agreement shall be construed in accordance with the Winston-Salem Water and Sewerage System Policy Resolutions, as adopted and periodically amended by the Winston-Salem City Code/Forsyth County Utility Commission, and in accordance with the laws of the State of North Carolina.

13. The Agreement is further amended by adding the following Sections XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, and XXVI thereto:

"XVII. Water Quality. The point of sale of the water provided herein shall be at the Metered Point. The Commission warrants that all water delivered to the Metered Point shall be potable, chlorinated, and in full compliance with all applicable federal, state, and local laws and regulations. The Commission makes no warranties about, and is not responsible for, any diminution in the quality of the water after it passes through the Metered Point and enters the Applicant's water system. The Applicant, hereby, agrees to release, indemnify, defend, and hold the Commission harmless from, and against, any and all losses, costs, claims, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees, which the Commission may incur, to the extent arising out of, or connected with, any diminution in the quality of the water once it passes through the Metered Point and enters the Applicant's water system.

XVIII. Pressure. The Commission warrants that all water shall be delivered to the Metered point with a minimum pressure of 20 psi or such other minimum as prescribed by applicable law. The Commission makes no warranty about, and is not responsible for,

any reduction in the water's pressure once it passes through the Metered Point and enters the Applicant's water system. The Applicant, hereby, agrees to release, indemnify, defend, and hold the Commission harmless from, and against, any and all losses, costs, claims, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees, which the Commission may incur, to the extent arising out of, or connected with, any reduction in the pressure of the water once it passes through the Metered Point and enters the Applicant's water system.

XIX. Booster Pumps. In the event the Applicant installs booster pumps for the lines that the Applicant directly connects to the Metered Point, the Applicant shall submit plans and specifications for those pumps to the Commission for the Commission's review and approval. The Applicant shall not install those pumps without the Commission's prior written approval, which shall not be unreasonably withheld. Those pumps shall meet the Commission's standard specifications for booster pumps connected to the Commission's water system, and the Applicant, hereby, agrees to release, indemnify, defend, and hold the Commission harmless from and against any and all losses, costs, claims, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees, which the Commission may incur, to the extent arising out of, or connected with, said booster pumps.

XX. Resale to Other Water Systems. The Applicant shall not furnish the Commission's water to other water systems or make interbasin transfers of such water, without the Commission's prior written consent, which consent shall not be unreasonably withheld. For the purpose of this section, the term "other water systems" shall mean water systems owned and operated by another government body or by a private entity that resells water to its own customers. The Applicant, hereby, agrees to release, indemnify, defend, and hold the Commission harmless from and against any and all losses, costs, claims, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees, which the Commission may incur, to the extent arising out of, or connected with, the resale or other provision of water by the Applicant to another water system.

XXI. Iran Divestment Act. The Parties certify that they are not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §147-86.58; nor shall the Parties utilize, on this Agreement, any contractor or subcontractor on such list.

XXII. Divestment From Companies Boycotting Israel. The Parties certify that they are not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel, in violation of NCGS 147-86.80 et. seq., and that they shall not utilize on this Agreement any contractor or subcontractor on said list.

XXIII. E-Verify. The Applicant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if the Applicant utilizes a contractor, the Applicant shall require the contractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

XIV. The Commission, hereby, reserves any and all defenses available to it at law or in equity, including, but not limited to, the defenses of governmental immunity, contributory negligence, and employees acting outside the scope of employment.

XXV. If the Applicant's water system must be flushed to maintain chlorine residuals therein, the Applicant shall be solely responsible to flush its water system, in order to maintain chlorine residuals therein, and to pay to the Commission the cost of the water required to flush said system.

XVII. To the extent any portion of this Agreement is authorized by Article 20, Part I of Chapter 160A of the North Carolina General Statutes, the following provisions shall apply:

- (a) No joint agency is established by virtue of this Agreement.
- (b) The Applicant and the City of Winston-Salem, on behalf of the Commission, shall be responsible to appoint or employ the personnel necessary to implement their respective obligations, as indicated herein.
- (c) The financing of the undertaking which is the subject of this Agreement, and the apportionment of costs and revenues, shall be as indicated herein.
- (d) To the extent any real property is involved in the undertaking which is the subject of this Agreement, said real property shall be held by the party indicated herein (the City of Winston-Salem shall hold title on behalf of the Commission with respect to any real property with respect to which the Commission is obligated herein)."

14. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

15. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

16. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have entered into this Amendment, to be effective as of the Effective Date.

COMMISSION:

WINSTON-SALEM/FORSYTH
COUNTY UTILITY COMMISSION

By: _____
Name: Lee Garrity
Title: City Manager

ATTEST:

By: _____
Name: Kelly Latham
Title: Acting City Clerk

(SEAL)

Approved as to form and legality.

This ____ day of _____, 2023.

By Angela Carmon, City Attorney

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

This ____ day of _____, 2023.

By Kelly Latham, Chief Financial Officer

APPLICANT:

TOWN OF STOKESDALE

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Robbie Lee Wagoner, II
Title: Town Clerk

(SEAL)

This the ____ day of _____, 2023

Approved as to form and legality.

Charles Winfree, Stokesdale Town Attorney

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

This ____ day of _____, 2023.

By Kimberly Thacker
Finance / Budget Officer
The Town of Stokesdale

AGREEMENT FOR PROFESSIONAL SERVICES

Between

Town of Stokesdale

And

Hazen and Sawyer

FOR

**Water Line Extension to Add
System Redundancy**

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OWNER: [Town of Stokesdale]
PROJECT: [Water Line Extension to Add System Redundancy]

**AGREEMENT BETWEEN TOWN OF STOKESDALE AND HAZEN AND SAWYER
FOR PROFESSIONAL SERVICES**

This Agreement, dated the _____ day of _____, 2023 is made and entered into between

Town of Stokesdale (Owner, hereinafter "**OWNER**")
8325 Angel-Pardue Road
Stokesdale, NC 27357

and

Hazen and Sawyer (hereinafter "**ENGINEER**")
620 Green Valley Road, Suite 101
Greensboro, NC 27408.

WHEREAS, **OWNER's** Project, of which **ENGINEER's** services under this Agreement are a part, is generally identified as follows:

Preliminary engineering, design, permitting, and bidding of a new 8-inch water line and appurtenances along Coldwater Road and NC Highway 65 to provide redundancy for the Town's water supply.

(hereinafter "**PROJECT**"); and

WHEREAS, **OWNER** requests **ENGINEER's** services in connection with the **PROJECT**;

NOW THEREFORE, in consideration of the mutual promises herein contained, **OWNER** and **ENGINEER** agree as follows:

Art. 1 THE AGREEMENT DOCUMENTS

- 1.1 Included Documents. The Agreement consists of: (1) this Agreement, including Schedule A, Scope of Services, and Schedule B, Compensation, attached hereto.
- 1.2 Entire Agreement. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- 1.3 Modification. **Unless otherwise provided for herein**, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing and executed by **OWNER** and **ENGINEER**.

Art. 2. SCOPE OF SERVICES AND DIVISION OF RESPONSIBILITIES

2.1 OWNER Responsibilities. In addition to other responsibilities of **OWNER** as set forth in this Agreement, **OWNER** must designate its representative to fulfill the following responsibilities, at its expense, which **ENGINEER** shall rely upon:

- a) Provide **ENGINEER** with all criteria and full information as to **OWNER's** requirements for the **PROJECT**, including design objectives and constraints, flexibility, expandability, capacity and performance requirements, budgetary limitations, operating and testing data, as-built drawings, and previous reports if any. Provide **ENGINEER** with copies of all design and construction standards that **OWNER** will require to be included in the Drawings and Specifications, and provide copies of **OWNER's** standard forms, conditions, and related documents for **ENGINEER** to include in the bid documents, when applicable.
- b) Provide to **ENGINEER** any other available information pertinent to the **PROJECT** including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- c) Following **ENGINEER's** assessment of initially-available **PROJECT** data and upon **ENGINEER's** request, provide or make available such additional **PROJECT** related information and data as is reasonably required to enable **ENGINEER** to complete its services. Such additional information or data includes the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the **PROJECT**, the Site, and adjacent areas.
 6. Data or consultations as required for the **PROJECT** but not otherwise identified in the Agreement or the Exhibits thereto.
- d) Provide prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of the presence at the Site of any environmental concern, or of any other development that affects the scope or time of performance of **ENGINEER** services, or any defect or nonconformance in **ENGINEER** services, the Work, or in the performance of any contractor.

- e) Arrange safe access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under the Agreement.
- f) Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the **PROJECT** designed or specified by **ENGINEER** and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the **PROJECT**.

Art. 3. NOTICE TO COMMENCE WORK AND DURATION OF AGREEMENT

- 3.1 Commencement. **ENGINEER** is authorized to begin rendering services as of the effective date and issuance of Notice-to-Proceed and will terminate either: (1) upon the satisfactory completion of **ENGINEER's** scope of services set forth in Schedule A; (2) on the date specified in Schedule B, if such date is specified, as applicable; or (3) as otherwise terminated under this Agreement.
- 3.2 Time for Completion. **ENGINEER** shall complete its obligations within a reasonable time as shown in attached Schedules A and/or B. If, through no fault of **ENGINEER**, such periods of time or dates are changed, or the orderly and continuous progress of **ENGINEER's** services is impaired, or **ENGINEER's** services are delayed or suspended, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. If **OWNER** authorizes changes in the scope, extent, or character of the **PROJECT**, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. **OWNER** shall make decisions and carry out its other responsibilities in a timely manner so as not to delay **ENGINEER's** performance of its services.

Art. 4. PAYMENT AND BILLING

- 4.1 Payment Amount(s). As compensation for the services to be performed by **ENGINEER**, **OWNER** shall pay **ENGINEER** the amount(s) set forth in Schedule B, attached hereto. The method of compensation shall be set forth in Schedule B. **OWNER** agrees only to be liable for payment to **ENGINEER** for **ENGINEER's** proper performance of services, as provided for in Schedule B.
- 4.2 Invoicing and Documentation. **ENGINEER** shall keep accurate back-up documentation of the time expended in executing its scope of work. Payment for services performed by **ENGINEER** shall be based upon **ENGINEER's** satisfactory completion of services as properly invoiced and documented by **ENGINEER**. **ENGINEER's** invoices and documentation shall be subject to verification by **OWNER** prior to payment. Invoices submitted by **ENGINEER**, at a minimum, shall:
 - a) accurately describe the services rendered during the invoice period;
 - b) identify any other authorized expenses incurred hereunder; and
 - c) make reference to this Agreement, and otherwise identify the invoice in such manner as **OWNER** may reasonably require.

All invoices and billing documentation shall be sent to **OWNER** at the following address:

Town of Stokesdale
Attention: Robbie Lee Wagoner II, Town Clerk
PO Box 465
Stokesdale, NC 27357

- 4.3 Failure to Pay. If **OWNER** fails to make any payment due to **ENGINEER** for services and expenses within 30 days after receipt of **ENGINEER's** invoice, then:
- a) amounts due to **ENGINEER** will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the thirtieth day; and
 - b) **ENGINEER** may, after giving seven days written notice to **OWNER**, suspend services under this Agreement until **OWNER** has paid in full all amounts due for services, expenses, and other related charges. **OWNER** waives any and all claims against **ENGINEER** for any such suspension.
- 4.4 Disputed Invoices. If **OWNER** contests an invoice, **OWNER** shall promptly advise **ENGINEER** of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- 4.5 Legislative Actions. If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on **ENGINEER's** services or compensation under this Agreement, then **ENGINEER** may invoice such new taxes, fees, or charges as a reimbursable expense. **OWNER** shall reimburse **ENGINEER** for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which **ENGINEER** is entitled under the terms of Schedule B.
- 4.6 Opinions of Probable Construction Cost. **ENGINEER's** opinions of probable construction cost are to be made on the basis of **ENGINEER's** experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because **ENGINEER** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **ENGINEER** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction costs prepared by **ENGINEER**. If **OWNER** requires greater assurance as to probable construction cost, **OWNER** must employ an independent cost estimator.
- 4.7 Opinions of Total Project Costs. The services, if any, of **ENGINEER** with respect to total project costs shall be limited to assisting the **OWNER** in collating the various cost categories which comprise total project costs. **ENGINEER** assumes no responsibility for the accuracy of any opinions of total project costs.

Art. 5. DATA AND INFORMATION

- 5.1 All documents are instruments of services in respect to this **PROJECT** and **ENGINEER** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of **ENGINEER**) whether or not the **PROJECT** is completed. **OWNER** shall be permitted to use or reuse documents as described in subsequent Article 5.2.
- 5.2 **OWNER** may make and retain copies of documents for information and reference in connection with use on the **PROJECT** by **OWNER**. **ENGINEER** grants **OWNER** a limited license to use the documents on the **PROJECT**, extensions of the **PROJECT**, and for related uses of the **OWNER**, subject to receipt by **ENGINEER** of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) **OWNER** acknowledges that such documents are not intended or represented to be suitable for use on the **PROJECT** unless completed by **ENGINEER**, or for use or reuse by **OWNER** or others on extensions of the **PROJECT**, on any other project, or for any other use or purpose, without written verification or adaptation by **ENGINEER**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **ENGINEER**, as appropriate for the specific purpose intended, will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **OWNER** shall indemnify and hold harmless **ENGINEER** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **ENGINEER**; and (4) such limited license to **OWNER** shall not create any rights in third parties.
- 5.3 If **ENGINEER** at **OWNER's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the **PROJECT** or for any other purpose, then **OWNER** shall compensate **ENGINEER** at rates or in an amount to be agreed upon by **OWNER** and **ENGINEER**.

Art. 6. SUBCONTRACTING

Performance of this Agreement shall not be subcontracted in whole or in part without the consent of **OWNER** which shall not be unreasonably withheld. If **OWNER** consents to such subcontract, **ENGINEER** shall remain bound by the terms of this Agreement until the satisfactory completion of all work hereunder or the termination or expiration hereof, whichever shall first occur. **ENGINEER** may employ consultants as **ENGINEER** deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by **OWNER**.

Art. 7. CONFLICTS OF INTEREST

- 7.1 Neither **ENGINEER** nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with **ENGINEER's** loyal and conscientious exercise of judgment related to its performance under this Agreement.

- 7.2 **ENGINEER** agrees that none of its officers or employees shall, during the duration of this Agreement, serve as an expert witness against **OWNER** in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of **OWNER** for the work performed under this Agreement or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 7.3 If **ENGINEER** is permitted to use subcontractors to perform any services required by this Agreement, **ENGINEER** agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Article 7.

Art. 8. SUSPENSION OF SERVICES

- 8.1 By OWNER. **OWNER** may suspend, delay, or interrupt the **PROJECT** for up to 60 days upon 7 days written notice to **ENGINEER**. The written notice must be in advance of the effective time and date of suspension and will fix the date on which performance of such services will be resumed. **ENGINEER** shall be entitled to an adjustment in compensation, an extension of time, or both, directly attributable to any such suspension, to the extent that such suspension was not due to any fault of **ENGINEER**.
- 8.2 By ENGINEER. **ENGINEER** may suspend, delay, or interrupt its services, or any portion thereof, for a period of 60 days upon 7 days written notice to **OWNER** for nonpayment.

Art. 9. TERMINATION

- 9.1 Termination for Cause by Either Party. Either party may terminate this Agreement at any time for cause by giving the other party **seven days** written notice if the other party fails to perform its obligations under this Agreement and fails to cure within such **seven day** period.
- 9.2 Termination for Cause by ENGINEER. Upon seven days written notice if **OWNER** demands that **ENGINEER** furnish or perform services contrary to **ENGINEER**'s responsibilities as a licensed professional; or upon seven days written notice if **ENGINEER**'s services for the **PROJECT** are delayed or suspended for more than 60 days for reasons beyond **ENGINEER**'s control, and **ENGINEER** has given **OWNER** 30 days notice and opportunity to cure said cause for delay, **ENGINEER** may terminate this Agreement. **ENGINEER** shall have no liability to **OWNER** on account of such termination.
- 9.3 Termination for Convenience. **OWNER** may terminate this Agreement at any time with or without cause upon at least **fourteen days** written notice to **ENGINEER**. In the event of such a termination for convenience, **ENGINEER** will be paid for that portion of the work satisfactorily completed prior to termination.
- 9.4 Payments Upon Termination. In the event of any termination, **ENGINEER** will be entitled to invoice **OWNER** and to receive full payment for all services performed

or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. In the event of termination by **OWNER** for convenience or by **ENGINEER** for cause, **ENGINEER** shall be entitled, in addition to invoice **OWNER** and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with **ENGINEER's** subcontractors or consultants, and other related close-out costs.

Art. 10. CHANGES IN THE SERVICES

- 10.1 Written Change Order. **OWNER** may, by written order to **ENGINEER**, request additional services, issue revisions or direct the omission of services within the general scope of this Agreement. Any additional services shall be performed upon execution of an applicable change order regarding compensation and extensions of time. No changes will be made absent specific written direction and agreement for payment.
- 10.2 Equitable Adjustment. If such changes cause an increase or decrease in **ENGINEER's** cost of, or time required for, performance of any services under this Agreement, an equitable adjustment may be made in price and/or time of performance, provided that any claim for an adjustment must be made in strict accordance with the terms of this Agreement. **ENGINEER** shall submit such claim in writing within **30 days** of receipt of said written order.

Art. 11. NOTICES

All notices or orders provided for in this Agreement shall be in writing, addressed to the appropriate party at the address which appears below (or as modified in writing by such party) and given personally, by United States mail (return receipt requested), or by a courier service. All notices shall be effective upon the date of receipt.

OWNER if mailed by certified or registered mail, postage prepaid to:

Town of Stokesdale
Attention: Robbie Lee Wagoner II, Town Clerk
8325 Angel-Pardue Road
Stokesdale, NC 27357
;

or

ENGINEER if mailed by certified or registered mail, postage prepaid to:

Hazen & Sawyer
Attention: Aaron Babson, PE
620 Green Valley Road, Suite 101
Greensboro, NC 27408.

Art. 12. CLAIMS AND DISPUTES

- 12.1 Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the state where the **PROJECT** is located.
- 12.2 Dispute Resolution Procedure. **OWNER** and **ENGINEER** agree that any such claims or disputes and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts of the state in which the **PROJECT** is located.
- 12.3 Neither **OWNER** nor **ENGINEER** shall be liable to the other for any special, incidental, indirect or consequential damages whatsoever arising out of or relating in any way to this Agreement.

Art. 13. INSURANCE

- 13.1 ENGINEER Coverage. **ENGINEER** shall procure and maintain insurance as set forth below. **ENGINEER** shall cause **OWNER** to be listed as an additional insured on any applicable general liability insurance policy carried by **ENGINEER**.
- 13.2. Minimum Coverage of ENGINEER. **ENGINEER** shall maintain at a minimum the following insurance policies and coverage with carriers authorized to cover risks and licensed to underwrite policies and have an A.M. Best's rating of A-VII or higher:
 - (a) Worker's Compensation & Disability Insurance as required by all applicable state and federal laws.
 - (b) Employer's Liability with limits of **\$500,000** each accident, **\$500,000** Disease (each employee) and **\$500,000** Disease (policy limit).
 - (c) Comprehensive General Liability with minimum limits of **\$1,000,000** per occurrence and **\$1,000,000** in the aggregate.
 - (d) Professional Liability with limits of not less than **\$1,000,000**, per claim and **\$1,000,000** in the aggregate, insuring the professional liability of **ENGINEER**.
 - (e) Business Auto Insurance for all owned, hired, non-owned and Employers' non-ownership vehicles with minimum limits of **\$1,000,000** combined single limit.
 - (f) Other Insurance Coverage Requirements: None.
- 13.3 Certificates of Insurance. **ENGINEER** shall deliver to **OWNER** certificates of insurance evidencing the coverages indicated in Sections 13.1 and 13.2 above. Such certificates shall be furnished prior to commencement of **ENGINEER's** services and at renewals thereafter during the life of the Agreement.
- 13.4 At any time, **OWNER** may request that **ENGINEER** or its consultants, at **OWNER's** sole expense, provide additional insurance coverage, increased limits, or revised deductibles.

- 13.5 Cancellation, Renewal or Modification. Should coverage afforded under any policy be canceled, non-renewed, materially changed (materially changed defined as a reduction in the policy limit by endorsement during the policy period), or allowed to expire, **ENGINEER** shall provide **OWNER** with at least 30 days prior written notice or, in the event of non-payment, ten days prior written notice.
- 13.6 Failure to Maintain Insurance. In the event **ENGINEER** fails to maintain any of the insurance required under this Agreement, it shall constitute a material breach of this Agreement.

Art. 14. INDEMNIFICATION

- 14.1 Indemnification by ENGINEER. To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless **OWNER**, and its officers and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, reasonable attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **ENGINEER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.
- 14.2 Indemnification by OWNER. **OWNER** shall indemnify and hold harmless **ENGINEER** and its shareholders, directors, officers, agents and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **OWNER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.
- 14.3 Environmental Indemnification. To the fullest extent permitted by law, **OWNER** shall indemnify and hold harmless **ENGINEER**, and its shareholders, directors, officers, agents and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of **ENGINEER**, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from an environmental concern at, on, or under the site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to the injury or to destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate **OWNER** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- 14.4 Mutual Waiver. To the fullest extent permitted by law, **OWNER** and **ENGINEER** waive against each other, and the other's shareholders, directors, officers, agents and employees, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the **PROJECT**.

- 14.5 This Article 14, Indemnification, shall survive the termination of this Agreement.

- 14.6 Both parties acknowledge and agree that the foregoing obligations are specific considerations for this Agreement and without such duties and obligations neither party would enter this Agreement.

Art. 15. PERFORMANCE STANDARDS

- 15.1 Standard of Care. **ENGINEER** shall perform all professional services with the care and skill ordinarily exercised by members of the same profession currently practicing in the United States, on projects of similar size and complexity at the time the services are performed. **ENGINEER** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **ENGINEER's** services.
- 15.2 Reliance on Others. Subject to the standard of care set forth in Article 15, **ENGINEER** and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 15.3 **ENGINEER** shall not be required to sign any documents, no matter by whom requested, that would result in **ENGINEER** having to certify, guarantee, or warrant the existence of conditions whose existence **ENGINEER** cannot ascertain. **OWNER** agrees not to make resolution of any dispute with **ENGINEER** or payment of any amount due to **ENGINEER** in any way contingent upon **ENGINEER** signing any such documents.
- 15.4 During construction, **ENGINEER** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents.
- 15.5 During construction, **ENGINEER** shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 15.6 During construction, **ENGINEER** shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other person (except **ENGINEER**; own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by **ENGINEER**.

Art. 16. RECORDS

- 16.1 If the services to be performed hereunder relate to a state or federal government contract, the Comptroller General of the United States and the department or agency of the government having cognizance over this Agreement, and any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records of **OWNER** or **ENGINEER** involving transactions related to this Agreement.

- 16.2 **ENGINEER** shall grant access to such records until the expiration of **three years** after final payment under this Agreement.

Art. 17. AUDIT RIGHT AND RETENTION OF RECORDS

- 17.1 **OWNER** shall have the right to audit the books and records of **ENGINEER**. **ENGINEER** shall keep such records and accounts as may be necessary in order to record complete and correct entries related to the **PROJECT**.
- 17.2 **ENGINEER** shall preserve and make available, at reasonable times for examination and audit by **OWNER** all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement until the expiration of **three years** after final payment under this Agreement.

Art. 18. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of **ENGINEER** and **ENGINEER's** officers, directors, members, partners, agents, employees, and Consultants, to **OWNER** and anyone claiming by, through, or under **OWNER** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the **PROJECT** or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of **ENGINEER** or **ENGINEER's** officers, directors, members, partners, agents, employees, or Consultants shall not exceed the policy limits as identified in Article 13.

Art. 19. SUCCESSORS AND ASSIGNEES

This Agreement is to be binding on the heirs, successors and assignees of **OWNER** and **ENGINEER**, but is not to be assigned by either **OWNER** or **ENGINEER**, without first obtaining the written consent of the other.

Art. 20. MUTUAL WAIVER OF BREACH AND MATERIALITY

Failure by **either party** to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. **OWNER** and **ENGINEER** agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Art. 21. PERMITS, LICENSES, NOTICES AND COMPLIANCE WITH LAWS

- 21.1 **ENGINEER** shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of services under this Agreement.

- 21.2 **ENGINEER** shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by **OWNER**, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 21.3 **ENGINEER's** decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- 21.4 **ENGINEER** shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, **ENGINEER** shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 21.5 **ENGINEER** shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

Art. 22. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless **OWNER** elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within **seven days** after the finding by the court becomes final.

Art. 23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of **OWNER** and **ENGINEER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

Art. 24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Articles of this Agreement shall prevail and be given effect.

Art. 25. PROJECT SPECIFIC TERMS

The following additional **PROJECT** specific terms and conditions are:

None.

Art. 26. COUNTERPARTS

This Agreement may be executed in **counterparts**, each of which shall be deemed to be an original.

Art. 27. APPROVAL

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and is made effective the day and year first above written.

TOWN OF STOKESDALE

HAZEN AND SAWYER

By: _____
Mike Crawford Date
Mayor, Town of Stokesdale

By:  09-12-23
Aaron Babson, PE Date
Associate Vice President

Witnessed By:

Name: Date

 09/12/23
Name: Date

SCHEDULE A
SCOPE OF SERVICES

Town of Stokesdale

Water Line Extension to Add System Redundancy

The scope of work to be provided by **ENGINEER** includes professional services for the elements listed below.

See attached Scope of Services, hereby incorporated into this Agreement.

TIME OF COMPLETION

ENGINEER will perform the Scope of Services in the most expeditious manner possible completing this section contractually by November 2024. However, ENGINEER understands grant funding for the project is dependent on bidding and award of a construction contract by July 2024 and will expedite our process as much as possible to meet this deadline.



Hazen and Sawyer
620 Green Valley Rd, Suite 101
Greensboro, NC 27408 • 336.478.3378

September 11, 2023

Town of Stokesdale
Stokesdale Town Council
8325 Angel Pardue Road
Stokesdale, NC 27357
(336) 643-4011
stokesdale@stokesdale.org

Re: Scope and Fee Proposal for the Water Line Extension to Add System Redundancy
Alternative 1A - Coldwater Rd w/6-inch

Dear Stokesdale Town Council:

The Town of Stokesdale owns and operates a water distribution system serving nearly 1,500 people under Public Water System ID 02-41-035 and 730 metered connections. The water system was primarily built in 2003 and expanded as required, mostly by developers to serve Town growth. The Town currently purchases water from the Winston-Salem/Forsyth County Utilities Commission through a single connection on US Hwy 158 without system redundancy.

Hazen and Sawyer was asked in December 2022 to complete an alternatives analysis of two options to reinforce the single water main supplying the Town. Each alternative is described below:

- Alternative 1A – Coldwater Loop: An 8-inch pipe starting from the 6-inch installed to Coldwater neighborhood down Coldwater Road and extending east along Hwy 65 and connects back to the existing distribution system at Oak Level Church Road.
- Alternative 1B – Coldwater Loop: An 8-inch pipe starting from Hwy 158, replacing the 6-inch installed to Coldwater neighborhood down Coldwater Road and extending east along Hwy 65 and connects back to the existing distribution system at Oak Level Church Road.
- Alternative 2 – Happy Hill Loop: An 8-inch pipe beginning at the end of the section to be installed by others on Happy Hill Road to Warner Road, continuing east on Warner Road to Haw River Road where the pipe would increase to 12-inch along Haw River Road and continuing to tie-in to the existing 12-inch pipe at the Kings Crossing shopping center entrance.

The two alternatives were evaluated for the following criteria while simulating current demands:

- Hydraulic performance by calculating the available fire flow increase
- Water quality impacts by predicting average water age
- Improvements to resiliency and redundancy.

Hazen and Sawyer (Hazen) appreciates the opportunity to submit the enclosed proposal to provide Engineering Design Services for this project. The scope of services included herein are for preliminary engineering, detailed design, and bid phase services for Alternative 1A – Coldwater Loop.



Hazen is proposing a strong project team, including Stewart for surveying activities and S&ME for geotechnical services. These firms have been selected based on their ability to meet the project needs.

Task 1 – Alternatives Analysis

Task 1.1 - Alternative Selection – We will work with the Town of Stokesdale to review, provide additional information recommend a selection of a single alternative for this project and present our findings at a Town Council Meeting for approval. Hazen has preemptively completed the majority of this study and our findings are summarized below and presented at the Town Council Meeting on July 13th, 2023.

Alternative Selection Summary: The Town of Stokesdale, NC has procured grant funding to install a redundant supply to the Town's water system. Both alternatives will provide redundancy for the current max day demand (MDD) of the water system therefore this decision should be based on additional factors including available funding vs. project costs and impacts to the performance of the water system. Table 1 below provides a brief summary of the alternatives analyzed in the system and the maximum flows into the system on a max day demand condition at a given pressure at the PRV and tank level.

Flows at Point of Delivery for Alternatives	
Conditions: Max Day Demand: 107 gpm	
PRV Setting: 146 psi – Control Valve in place	
Tank Level: 75% Full	
Alternative Description	Flow (gpm)
Current Conditions	187
Alternative 1 Options	
Current Conditions with Alternative 1A using the 6-in WL on Coldwater	286
Alternative 1A, 6-inch in Coldwater, w/o Hwy 158 WL	143
Current Conditions with Alternative 1B replacing the 6-in with an 8-in	299
Alternative 1B, replacing 6-in with 8-in, w/o Hwy 158 WL	163
Alternative 2 Options	
Current Conditions with Alternative 2	299
Alternative 2, w/o Hwy 158 WL	160

With very little hydraulic performance advantages between the two scenarios, the eventual decision should be based on the available funding, cost of project and benefit to the community. Alternative 1 has less pipe and is anticipated to be easier construction due to less expected rock, fewer easements required, and the lack of a stream crossing. An estimated opinion of probably cost can be found below for both scenarios.



Alternative 2: It is assumed the section previously planned to be installed by a developer will not be in place prior to this project proceeding. Therefore, the costs shown below are an opinion of probable cost to run a water line from Hwy 158 to the Haw River Road connection.

Alternative 2 – Happy Hill Rd Projected Cost

Estimated Construction Costs

15,450 ft - 8" Water Line @ \$200/LF	\$3,090,000
3,750 ft – 12" Water Line @ \$300/LF	\$1,125,000
500 ft – Bore and Jack @ \$1,500/LF	\$750,000

Engineering Costs

Design	\$258,512
Survey	\$176,840
Geotechnical	\$39,200
Construction Administration (Estimate)	\$329,000

Estimated Total (Rounded)	\$5,769,000
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Hazen and Sawyer recommends Alternative 1A, leaving the existing 6-inch in place, is the most economical project for the system, considering the available funding. The options herein will be presented to Town Council on July 13th for consideration and the appropriate scope of services will be considered for approval.

Please feel free to contact us at any time if you have any questions or would like to meet to discuss the items enclosed. Thank you again for the opportunity and we look forward to continuing to work with the Town of Stokesdale.

Best Regards,

Aaron D. Babson, PE
Associate Vice President

cc: H. Thomas Tant, PE

The following scope of services has been modified after review of the contract with Mr. Winfree, Town Attorney.

Alternative 1A – Coldwater Loop: This scope of work includes an 8-inch pipe starting from the ~~existing 8-inch 6-inch~~ installed to Coldwater neighborhood down Coldwater Road and extending east along Hwy 65 and connects back to the existing distribution system at Oak Level Church Road. This section is represented as the green section in the figure below.



- Task 1 – Alternatives Analysis
- Task 2 – Preliminary Engineering
- Task 3 – Detailed Design
- Task 4 – Permitting
- Task 5 – Easement Acquisition Assistance
- Task 6 – Bid Phase Services
- Task 7 – Project Management and Project Meetings
- Task 8 - Funding Collaboration and Support



Task 1 – Alternatives Analysis (reference information in attached section)

Task 1 includes the preliminary work to select an alignment, presented to Town Council on July 13, 2023. Alternative 1A was selected.

Task 2 – Preliminary Engineering

Route Investigation – Hazen will immediately begin field investigations and data collection activities. The general route of the water line has been defined and therefore a complete routing study is not included in this scope, however, in-person investigations of the proposed corridor will be completed by the project team to identify specific project challenges, necessary route adjustments, utility coordination needs, and collect other pertinent information for detailed design. Survey, geotechnical, and environmental investigations will also occur during the Preliminary Engineering phase to further assist with detailed design efforts. Specific field data collection activities include:

Surveying – Stewart, our MWBE partner, will provide the survey and topographical mapping of the project corridor. Stewart will perform ground surveying services to establish vertical control. Ground survey efforts will include collection of field data for topographical mapping including, but not limited to the location of above and below ground utilities, mailboxes, poles/guy wires, structures, property boundaries, and other pertinent items in the project corridor. Stewart will self-perform the Level B subsurface utility engineering (SUE) investigations to further assist with surveying efforts, a process superior to 811 locates, minimizing unknowns during construction. Level A SUE efforts are not included in this scope of work and are not anticipated on this project.

Geotechnical Investigations – S&ME will complete geotechnical investigations along the pipeline corridor to determine trenching/backfill requirements and other critical information to be considered during detailed design. Geotechnical investigations will specifically include the following:

- Review of readily available geologic information relative to the project corridor.
- Perform 16 geotechnical borings along the proposed alignment using a hollow-stem auger. Standard Penetration Test (SPT) will be performed at a nominal interval of 5 feet. Boring locations will be spaced generally at 1,000 LF along the alignment, with higher frequencies strategically located at roadway and creek crossings. Boring depths at the roadway will generally be 15-ft deep and stream crossings will generally be 30-ft deep.
- Prepare a geotechnical exploration report to include the following:
 - Describe the existing site conditions.
 - Describe subsurface conditions encountered in the boring locations.
 - Discuss subsurface water control, if necessary.
 - Discuss excavation and shoring considerations.
 - Provide fill placement recommendations including compaction requirements.
 - Discuss suitability of excavated soils for pipeline backfill.
 - Provide lateral earth pressure information.
 - Jack-and-bore construction considerations.

Environmental Delineation and Impact Analysis – Once the route is confirmed, Hazen will complete a desktop and field environmental analysis; wetland and environmental impacts will be identified, evaluated, and delineated as a part of the preliminary engineering efforts. All limits of wetlands delineated during this phase will be surveyed and included within the design drawings. Additional environmental considerations

(areas of potential soil contamination, septic fields, private drinking wells, etc.) identified during this phase will be included in the design drawings and considered during detailed design.

Basis of Design – The design team will create a set of concept drawings to the 30% completion level for the entire alignment as well as a brief technical design memorandum with a summary of design standards, engineering decisions, and a statement of assumptions for review and approval. The BODR will include information on the team's routing analysis, trenchless installation (if applicable), pipe material consideration (intended to be PVC C900 per Town Specifications), proposed project phasing, environmental impact investigations, geotechnical investigations, and other pertinent information collected during the preliminary engineering phase. An early Class 4 opinion of probable construction cost (OPCC) will be included as a part of the technical memo.

The 30% Drawings shall be defined as the certified survey results, horizontal location of the proposed route, and profiles with the existing grade noted.

A draft memo will be submitted for review and comment. Hazen will meet with the Town to discuss the draft report and will incorporate any comments the Town may have prior to finalizing the memo. Once completed, this report will serve as the design guide for the completion of the project for the design team.

Task 3 - Detailed Design

Hazen will prepare detailed design drawings and technical specifications at the 90%, and 100% completion phases. An updated OPCC will also be provided with more definitive estimates as the design is refined at these milestones. A set of design drawings and technical specifications will be submitted to the Town for review at the 90% and 100% completion phase. Comments from the Town will be incorporated into the subsequent design phase until the design documents are ready to be issued for bid.

Design Drawings: Design drawings will build off preliminary engineering phase efforts and include pertinent information required for bidding and construction of the new pipeline. Drawings will be developed. Specific information included in each phase of design drawings will include, but not be limited to, the following:

- Plan and profile of the pipeline
- Pressure class and restraint requirements
- Isolation and air/vacuum valve placement
- Trenchless crossing details
- Traffic control
- Erosion Control
- Paving and site restoration requirements as required
- Standard details

All design drawings will be produced on a full size 22" x 34" ANSI D paper. The permit copies and the final "Issued for Bid" set will be signed and sealed. The current number of drawings estimated for the final construction phase is as follows:

- Cover and General Notes: 4
- Plan and Profile Drawings: 16
- Specific Project Details: 3
- Standard Details: 6
- Traffic Control: 4



Specifications: Front-end and technical specifications will be prepared to meet the project requirements and will be issued in a project manual for review and bidding purposes. The project manual will use the most current version of front-end documents and will utilize the Town's technical specifications. Supplemental specifications with Hazen's standards will be included where needed.

Task 4 - Permitting

Applicable permits will be submitted following approval of the 90% design drawings and specifications. Specific permits anticipated for this project include:

- Review/NC Public Water Supply
- USACE 401/NCDEQ 404, if necessary
- NCDENR Erosion and Sedimentation Control
- NCDOT Right-of-Way Encroachment
- Duke Energy Right-of-Way Encroachment

Hazen will submit permit applications with supporting documentation to respective permitting agencies and will monitor the review status through direct contract with permit reviewers. Hazen will also attend any necessary in-person or virtual meetings, as needed, to ensure a smooth and quick review of each permit application.

The cost of permit application fees will be billed at a direct cost reimbursement. For budgeting, an allowance of \$3,000 is included in the scope and fee proposal. Hazen will issue the check to cover these costs and will include the invoice as record of the expense on the next monthly invoice.

Task 5 – Easement Acquisition Assistance

A significant portion of the project corridor is located within the NCDOT right-of-way, therefore easements are not anticipated in this alternative. ~~The procurement of both permanent and temporary easements are excluded from this scope of work. They are excluded from this scope of services.~~ Should they be needed, an amendment will be necessary. ~~The costs associated with Task 5 includes the level of effort required to perform the due diligence to confirm the fee simple ownership of the NCDOT easement along the water line alignment.~~

Task 6 – Bid Phase Services

Hazen will provide advertisement and bid phase support as required to bid this project per the requirements of the State and funding. This will include preparing and conducting the pre-bid meeting, addressing contractor questions, issuing addenda, reviewing bid packages for responsiveness, preparing certified bid tabulation, providing a recommendation of award, and assisting with contract execution.

Task 7 – Project Management and Meetings

All workshops or meetings will be held at the Stokesdale Town Hall or the project site. Hazen will prepare meeting agendas and issue meeting minutes at the end of each meeting.

The following meetings are anticipated for the project:



Kick-off and Route Selection Meeting: A project kick-off meeting will be held to review the goals and scope of the project, as well as the project schedule and critical path issues. Project communications and protocols to follow will also be established during this meeting. A presentation at a council meeting is anticipated to select the route.

Bi-monthly Progress Meetings: Hazen will conduct a bi-monthly progress presentation to council to review completed work, coordinate the upcoming schedule and discuss any outstanding items. Project risks and mitigation strategies will be discussed during the progress meetings. A total of 5 progress presentations have been accounted for as a part of the scope and fee included herein.

Stakeholder Collaboration Meetings: Hazen will conduct collaboration meetings with permitting agencies (NCDOT, NCDEQ, USACE, etc.) and necessary stakeholders throughout the preliminary engineering and detailed design phases to ensure all project requirements are identified and incorporated into design documents. Attendance of up to four (4) collaboration meetings has been included.

Public Meetings: Hazen will support the town with strategic public communications efforts associated with the project. Hazen will prepare necessary graphics of the pipeline route and the necessary illustration items and will attend three (3) public meetings in addition to those previously included.

Pre-Bid and Bid Opening: Hazen will conduct the pre-bid meeting at the Stokesdale Town Hall. Hazen will participate in the bid openings and review the submitted contractor proposals for responsiveness. Time to attend and prepare for pre-bid and bid opening has been included under Task 5 – Bid Phase Services.

Hazen will be responsible for the Quality Assurance/Quality Control (QA/QC) reviews for the work of internal staff and subconsultants providing services on the project. Our workplan plan will include QA/QC milestone reviews for the 30-90 and 100% submittals reviews. Hazen's QA/QC will use our internal sources for these reviews to provide the Town the highest quality product.

Task 8 - Funding Collaboration and Support

Hazen understands that effective collaboration, communication, and detailed scheduling is essential for project success. Our strategy for successful project delivery includes the development of a detailed workplan and continuous risk management review.

Hazen will work with NCDEQ/DWI to administer the required documentation during design and construction to complete the project.

Schedule

The project team will commence work immediately upon Notice to Proceed (NTP). An initial schedule will be provided prior to the project kickoff meeting. **The final design drawings, specifications, and applicable permits herein will be delivered ready for bidding within 12 months of the Notice to Proceed date. An estimated completion date at this time would be November 2024.**

Subconsultants

Stewart, a Minority Business Enterprise (MBE-H) company will provide survey and SUE services necessary for developing detailed design documents.



S&ME will provide geotechnical and materials testing services.

Scope Exclusions

The enclosed scope and fee proposal specifically excludes the following in addition to items not noted:

- Construction Administration Services - Hazen will include these costs in an amendment to be executed when the project is awarded to the low bid contractor.
- All costs surrounding the procurement of easements, both temporary and permanent has been excluded from this proposal, including but not limited to:
 - Easement map preparation,
 - Property negotiation and acquisition costs
 - Legal fees surrounding title search and filing costs
 - Appraisal costs



Fee

Hazen will provide the following services at a not to exceed fee of \$366,400 to complete the scope of services described herein. The table below includes a breakdown of the major tasks to complete the project.

Summarized Fee Schedule

Task	Task Description	Fee
1	Alternatives Analysis	\$4,100
2	Preliminary Engineering (Hazen)	\$59,660
	Survey (Stewart)	\$129,440
	Geotechnical (S&ME)	\$23,800
3	Detailed Design	\$69,500
4	Permitting	\$18,000
5	Easement Acquisition Assistance (Hazen)	\$6,000
	Stewart - Easement Exhibits	\$ -
6	Bid Phase Services	\$18,100
7	Project Management, Workshops and Meetings	\$23,200
8	Funding Collaboration and Support	\$14,600
Total Contract Value		\$366,400

**SCHEDULE B
COMPENSATION**

Town of Stokesdale

Water Line Extension to Add System Redundancy

OWNER shall pay **ENGINEER** as full compensation for the services identified under Schedule A the amount(s) listed below. Individual task amounts are not limits and may be exceeded provided that the total amount is not exceeded. Compensation shall be on a not-to-exceed basis for actual hours worked on the project using **ENGINEER**'s hourly categorical rates (attached and hereby incorporated into this Agreement).

TASK NAME	AMOUNT
Alternatives Analysis	\$4,100
Preliminary Engineering (Hazen)	\$59,660
Survey (Stewart)	\$129,440
Geotechnical (S&ME)	\$23,800
Detailed Design	\$69,500
Permitting	\$18,000
Easement Acquisition Assistance	\$6,000
Bid Phase Services	\$18,100
Project Management, Workshops, and Meetings	\$23,200
Funding Collaboration and Support	\$14,600
TOTAL	\$366,400