

# Red Oak Town Council Agenda October 10th , 2022

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Call to order at 6:30 PM

Levell Langley, Mayor \_\_\_\_\_

Tony Bennett, Mayor Pro Tem \_\_\_\_\_

Craig New \_\_\_\_\_ Scott Briley \_\_\_\_\_ Sandra Russ \_\_\_\_\_

Quorum \_\_\_Yes \_\_\_No

Call to order: Mayor Langley

Opening Prayer  
Pledge of Allegiance

Review of Minutes: September

Corrections and Additions:

Motion to approve: \_\_\_\_\_ Second: \_\_\_\_\_

September Financial Report(s)

Discussion:

Motion to approve: \_\_\_\_\_ Second: \_\_\_\_\_

Old Business:

Furniture Update

Letters of appreciation received from ROAHPS and Nash County 4H

New Business:

1. Annexations: Certificate of Sufficiency and Resolution to hold a public hearing (Attachment(s) I, II, III, IV)
2. Starfire Corp Contract for Freedom Family Celebration 2023 (Attachment V)
3. Hosting The Wall That Heals – Information Session (Attachment VI)
4. RFQ for future development of Farmer’s Market Multi-Purpose Facility – The ROSE Red Oak Sustainable Eatery (Attachment VII)
5. LEO Contract Statistics Report (Attachment VIII)

Other: Veterans Day Service scheduled for 3:00 PM Friday, Nov. 11<sup>th</sup> in Ennis Park

Motion to adjourn:

Red Oak Town Council Meeting Minutes  
September 12<sup>th</sup>, 2022, 6:30pm

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**Attendance** – Mayor, Levell Langley

**Council Members:** Tony Bennett, Craig New, Sandra Russ, Scott Briley

Clerk Shearin was present to record the minutes

**Public Attendance:** News Reporter, Kendra Jones, Lead for NC Fellow, Averi Parker and Nash County Engineer, Jonathan Boone

**Call to order:** Mayor Langley

**Opening Prayer:**

Commissioner Briley

**Pledge of Allegiance:**

Mayor Langley

**Adoption of Minutes and Financial Statement(s) –**

Motion to approve August minutes made by Commissioner Briley; seconded by Commissioner Bennett, the motion passed.

Clerk Shearin provided a breakdown of charges listed under general expenses at the request of Commissioner Russ, transaction detail report will be filed as part of the permanent minutes. There were no other questions resulting in a motion to file the August report for audit by Commissioner New, seconded by Commissioner Russ; the motion was carried.

**Old Business –**

Clerk Shearin updated the council regarding the Christmas T-Shirt design contest and provided a report on the Clerk Conference attended in Asheville, NC. Mayor Langley updated the Council on the installation of the bollards along the walking trail at Ennis Park and confirmed that permits have been obtained to move forward with building the stage.

**Item(s) 1: Constitution Week Proclamation (Attachment 1)**

The proclamation was read by Averi Parker, motion to adopt the proclamation as read by Commissioner Briley, seconded by Commissioner New, the motion passed unanimously.

**Item(s) 2 – Fire Prevention Week Proclamation (Attachment II)**

The proclamation was read by Averi Parker, motion to adopt as read made by Commissioner Briley, seconded by Commissioner Bennett, the motion passed unanimously.

**Item 3 – Temporary Road Closure Resolution (Attachment III)**

Annual DOT resolution to close roads for the Christmas Parade and Festival read by Clerk Shearin with the explanation of a change in detours on Hwy 43 starting at Turkey Foot Road instead of Old Carriage. Motion to adopt as read made by Commissioner Russ, seconded by Commissioner Bennett, the motion passed with no opposition.

**Item 4 – Budget Amendment (Attachment IV)**

Clerk Shearin presented a budget amendment in the amount of \$28,730.57 based on a contract to replace the office furniture in the town hall including the purchase of fireproof file cabinets to store historic records for the town. Very little discussion occurred other than the agreement that the upgrade to the furniture and filing system was needed. Motion to approve the amendment and purchase was made by Commissioner Briley, seconded by Commissioner Russ and the motion passed without issue.

Red Oak Town Council Meeting Minutes  
September 12<sup>th</sup>, 2022, 6:30pm

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**Item 5 – LEO Contract Statistics (Attachment V)**

Council reviewed the report with minimal discussion.

***New Business:***

Nash County Engineer, Jonathan Boone addressed the council in regard to the rising cost of wastewater charges anticipated from the City of Rocky Mount within the next fiscal year in excess of an 8% increase with plans to increase up to 15% within the next year. Red Oak has not raised sewer fees since 2011 and needs to evaluate the cost of providing the sewer connections during our next budgeting process. Stats will be provided by Nash County to be used when determining increases to Red Oak's fees.

Motion to adjourn by Commissioner New, seconded by Commissioner Bennett; the motion carried; the meeting adjourned at 7:10 pm

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Levell Langley, Mayor

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Tracy Shearin, Clerk

## September 2022

### Operating Account Financial Statement

	<b>Balance Brought Forward</b>	<b>\$1,078,083.25</b>
<b>Income:</b>		
Sales Tax		102,666.13
Franchise Tax		23,309.53
Permits, Clubhouse, Misc.		6,751.92
		<b>\$1,210,810.83</b>
<b>Expenses:</b>		
Payroll		8,707.64
Payroll Taxes	(-)	2,281.10
Utilities, Sewer Fees, Repairs		2,879.68
Professional Dues, Fees, Ins		127.16
LEO Contract, Public Safety		6,480.00
Travel and Education		929.23
Sponsorships		1,250.00
General Expenses		14,668.25
	<b>Balance</b>	<b>\$1,173,487.77</b>

**Red Oak Area Historic Preservation Society**  
**Post Office Box 61**  
**Red Oak, North Carolina 27868**  
[ROAHPS.NC@gmail.com](mailto:ROAHPS.NC@gmail.com)

September 23, 2022

Town of Red Oak  
ATTN: Mayor Levell Langley  
Members of the Town Council  
Post Office Box A  
Red Oak, NC 27868

Dear Mayor Langley and members of the Town Council:

It is with much enthusiasm that all the board of directors extend our sincere appreciation to the Town of Red Oak and its related entities for the many acts of support given to the Red Oak Area Historic Preservation Society (ROAHPS) as we prepared for and managed the 2022 Red Oak Tractor Classic. It is a very large undertaking for a very small organization such as ours. We received significant support and encouragement from Red Oak's Town Clerk and best cheerleader, Mrs. Tracy Shearin, over the course of preparation and at the event. We were blessed by sponsorship, advertising, and volunteer hours from various members of the Town Council and the Town Planning Board. We thank Mr. Adam Spivey for his assistance through the logistics of the park as we completed our overall setup.

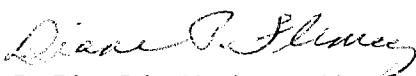
We are especially appreciative of the town's sponsorship of a stage for the three bands that performed over the two days of the event. In the absence of the future Mayor's Pavilion, we were left with a significant challenge to provide an affordable location for the bands that did not place electrical cords too close to the children's play area or across areas used by vehicles. Thank you for that perfect gift!

As was the case in 2021, we received rave reviews for the park as the site of the event, but with several concerns. With a single entrance and exit to the main site of activities, there were challenges in sharing that area with incoming and outgoing exhibitors, pedestrians, golf carts, and vendors. The challenges were enhanced by efforts to limit access for paid admission as a fundraising effort. We will strategize with local officials and event participants more closely as we plan future events to minimize the associated risks.

Even though the weather forecast, and rain did create negative impacts on Saturday, we proclaim the event to be a definite success for the Teacherage renovation project. We had a net profit of more than \$24,000. This outcome was in the absence of some exhibitors and four prime hours of the event on Saturday as well as the inability to provide the tethered hot air balloon rides.

The Teacherage Project is our focus in the coming months. We are finalizing the selection of an architect with input from the NC Department of Natural and Cultural Resources' State Historic Preservation Office. In tandem, we will address some issues on the grounds and at the front porch of the Teacherage for safety. Much work has been accomplished and there is much more to be done. We thank the Town of Red Oak for your continued support as we work to renovate this historic building for the future and to illuminate its important part of the past in our community and the state.

Sincerely,



Dr. Diane Price Fleming, President  
Red Oak Area Historic Preservations Society

# Happy National 4-H Week

October 2 - 8, 2022



Thank You for helping  
grow tomorrow's leaders

RALEIGH NC 275

To Craig New Town Councilman

8406 Red Oak Blvd.

Red Oak, NC 27868



Thank you for allowing our 4-H'ers to present  
at your meeting. It was a great experience  
for them. You are doing great things in  
Red Oak. Keep up the great work! Let us know  
if we can help.



Thanks  
Nash County 4-H



## CERTIFICATE OF SUFFICIENCY

To the Mayor and Town Council of the Town of Red Oak, North Carolina:

I, Tracy F. Shearin, Town Clerk, do hereby certify that I have investigated the petition(s) requesting voluntary annexation received from property owners on Carriage Trail, Christina Lane, Mama's Run, West Hampton, Old Carriage Road, Reges Store Rd and Coppedge Rd Rocky Mount, NC and hereby make the following findings:

- a. The petition(s) contain an adequate property description of the area proposed for annexation in the form of metes and bounds.
- b. The area described in the petition is contiguous to the Town of Red Oak's primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes the address(es) of all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Red Oak, this the 10<sup>th</sup>, day of October, 2022.

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Tracy F. Shearin  
Town Clerk, Red Oak, NC

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF  
ANNEXATION PURSUANT TO G.S. 160-31**

Whereas, a petition requesting annexation of the area described herein has been received; and

Whereas, the Commissioners of the Town of Red Oak, North Carolina has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

Whereas, certification by the Town of Red Oak Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Town of Red Oak, North Carolina that:

Section I - A public hearing on the question of the annexation of the area described herein will be held at the Red Oak Town Hall, 8406 Red Oak Blvd. on November 14<sup>th</sup>, 2022 at 6:30 PM

Section II - The area proposed for annexation is described as follows:

All of the properties located on Carriage Trail situated due North of Hwy 64E, including the adjoining streets of Christina Ln, Mama's Run, and limited parcels within the West Hampton Development: Parcel ID #'s 46610, 103289, 340719, 342338, 47978, - Old Carriage Rd. traveling N from Carriage Trail to include the following parcel(s): 37040, 19659, 19660 – turning left at the intersection of Old Carriage Rd and Reges Store Rd and traveling West the following parcel(s): 003212, 002829, 047145, 036705, 036704, 047144, 004220, 047143, 039894, 047141, 038849, 046511, 036744 – all of the properties listed meet the statutory requirement of contiguity as defined by statute.

Section III - Notice of the public hearing shall be published in The Nashville Graphic, a newspaper having general circulation in the Town of Red Oak, NC, at least ten (10) days prior to the date of the public hearing.

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Mayor

ATTEST:

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Clerk





## **CERTIFICATE OF SUFFICIENCY**

To the Mayor and Town Council of the Town of Red Oak, North Carolina:

I, Tracy F. Shearin, Town Clerk, do hereby certify that I have investigated the petition(s) requesting voluntary annexation received from property owners on Coppedge Rd (Noel's Acres)

- a. The petition(s) contain an adequate property description of the area proposed for annexation in the form of metes and bounds.
- b. The area described in the petition is contiguous to the Town of Red Oak's primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes the address(es) of all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Red Oak, this the 10<sup>th</sup>, day of October, 2022.

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Tracy F. Shearin  
Town Clerk, Red Oak, NC

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF  
ANNEXATION PURSUANT TO G.S. 160-31**

Whereas, a petition requesting annexation of the area described herein has been received; and

Whereas, the Commissioners of the Town of Red Oak, North Carolina has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

Whereas, certification by the Town of Red Oak Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Town of Red Oak, North Carolina that:

Section I - A public hearing on the question of the annexation of the area described herein will be held at the Red Oak Town Hall, 8406 Red Oak Blvd. on November 14<sup>th</sup>, 2022 at 6:30 PM

Section II - The area proposed for annexation is described as follows:

All of the properties located on Coppedge Road, Noel's Acres

Section III - Notice of the public hearing shall be published in The Nashville Graphic, a newspaper having general circulation in the Town of Red Oak, NC, at least ten (10) days prior to the date of the public hearing.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**BONUS CERTIFICATE**  
**WITH CONTRACT RETURN AND PAYMENT IN FULL**

**AD SHG**  
**GOODS**



**PART**





566 Theatre Rd. PO Box 179, St. Benedict, PA 15773 / 814-344-9200 / 800-806-4486 / www.starfirecorporation.com

## FIREWORKS DISPLAY CONTRACT

**Customer:** Town of Red Oak  
**Display Date/Time:** July 2, 2023 / 9:00 PM  
**Display Site:** 3170 Red Oak Battleboro Rd, Battleboro, NC  
**Company Contract No.:** 2023-409

This Contract made by and between Starfire Robert Trent Jones, whose address is 566 Theatre Rd. St. Benedict, PA (hereinafter "**Company**"); and Town of Red Oak whose address is 8406 Red Oak Blvd / POB A, Red Oak, NC 27868 hereinafter "**Customer**") (collectively the "**Parties**" and individually each a "**Party**") is made effective as of September 21, 2022. ("**Effective Date**")

**WHEREAS** Company designs, produces, and conducts fireworks displays; and

**WHEREAS** Customer wishes to engage Company for the design, production, and performance of a fireworks display on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the terms, conditions, and covenants set forth herein, the Parties hereby mutually agree as follows, each intending to be legally bound:

**1. Fireworks Display:**

- A. On the Display Date at the Display Site, Company shall provide fireworks and related equipment referred to as the "**Display**."
- B. **Start and Stop Times:** The start times are best estimates depending upon location and other reasonable variables. Start and stop time may also be determined by the governmental authorities having jurisdiction over the display. The Company Pyrotechnician in Charge has the authority to delay or may at any time temporarily discontinue the discharge of fireworks for any reason.
- C. Company shall designate a pyrotechnician to be its "**Pyrotechnician in Charge**" who is trained to present the Display.
- D. **Alternate Date:** (if mutually agreed to by the Parties): TBD

**2. Costs and Payments:**

**Display Price \$10,000**

- A. Payment Due at Contract Signing \$5,000
- B. Balance Due Payable 30 Days Prior to Display Date \$5,000

*\*Seller reserves the right to require payment in full at time of contract execution.*

C. Additional Costs. Company reserves the right to invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third-party shipping costs), and additional permitting fees to Company after the Display Date.

3. **Postponement/Rescheduling:** Any request made by Customer for rescheduling/canceling shall be directed to [HELP@starfirecorporation.com](mailto:HELP@starfirecorporation.com) or by phone **800-806-4486**.

- A. If the Display is postponed/rescheduled (1) by reason of inclement weather, (2) determination by the governmental authority having jurisdiction, (3) as the result of any unsafe condition in the sole discretion of Company, or (4) for any other reason beyond the control of Company, the Display shall be re-scheduled to the Alternate Date set forth above. If no Alternate Date is set or Alternate Date is Cancelled, the Customer has to reschedule within 6 months of the original Display Date.
- B. Postponement/Rescheduling Fee. In the event a postponement/rescheduling is necessary a postponement/rescheduling fee will be based on the table below.

Description	% Of Fireworks Display Price	Additional Costs
If notified before 12:01 AM on Display date	10%	Any 3 <sup>rd</sup> Party Vendor Expenses
If notified after 12:01 AM on Display date	15%	Any 3 <sup>rd</sup> Party Vendor Expenses
Once Starfire arrives on site	20%	Any 3 <sup>rd</sup> Party Vendor Expenses

C. It is understood and agreed that Company shall have no obligation to reschedule a display except as required by inclement weather or reasons beyond the control of Company and as specifically set forth in this Contract.

4. **Customer Responsibilities:**

- A. Customer is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display. Customer is responsible for any additional marine costs, barge rentals and movement of barges, and corresponding costs and fees; city permit/escort fees; County /State/PD/FD/FM fees; local, town permit fees, and any related costs or fees. Customer shall also be responsible for all costs associated with its Security and Safety obligation set forth in Article 5.
- B. Customer's Designated Agent: Customer shall designate a Customer's Agent ("Agent") to whom all questions and inquiries shall be relayed. Agent shall be the only individual authorized to make decisions on behalf of Customer or to request rescheduling of the Display. Company shall have the right to rely upon and act in accordance with the directions and decisions made by Agent. Furthermore, Customer shall indemnify, defend, and hold Company harmless for any reasonable actions or inactions taken at the direction of Agent.

**CUSTOMER DESIGNATED AGENT:** Tracy Shearin

**PHONE:** 252-904-3412 **EMAIL:** redoak@embarqmail.com

C. Permits: It is the Customer's responsibility to contact Customer's State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain all necessary Display permits. Company will prepare the paperwork for the permit application

on Customer's behalf. Upon receipt of permit, Customer must send the permit to Company no later than 30 days prior to the Display Date. Failure to do so could be grounds for default.

D. Additional Customer Responsibilities:

- i. Meeting the filing application deadline and paying all licensing and permit fees.
- ii. Obtaining local and state requirements for fireworks license for transportation and/or display.
- iii. Adherence to Fire Marshal's requirements for security of firework display trucks upon arrival, and the security of the fire zone before, during and after the Display. Any fees associated with security are sole responsibility of the Customer.
- iv. Notifying the FAA on the Display Date, according to the instructions in the FAA Letter of Approval, which will be forwarded to Customer prior to Display unless directed otherwise.
- v. Customer shall also be responsible for procuring hotel rooms within 10 miles of the show site if requested. The exact quantity of hotel rooms shall be conveyed by Company to Customer before the Display.

E. Security and Safety Obligations as set forth more fully in Article 5.

F. Coast Guard Permits (where necessary and required):

If the Display is to occur on or near the water, the following may be required: (Requests for permits must be filed at least 135 days prior to the Display Date:

- i. Coast Guard Application and Permit to Handle Hazardous Materials.
- ii. Coast Guard Marine Event Permit.

G. After Display: Following the Display, Customer shall be responsible for cleaning and policing of the Display Site and surrounding area. Customer shall provide trash removal of cardboard boxes, broken lumber, etc. Company is responsible for cleanup for immediate work area only.

5. **Security and Safety:**

A. Company shall designate a pyrotechnician to be its "Pyrotechnician in Charge" who is trained to present the Display.

B. Customer shall provide and maintain sufficient Security before, during and after the Display until the Pyrotechnician in Charge declares the area clear. "**Security**" shall include, but not be limited to, all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by Company. Security must be provided for the Display trucks, and to maintain a fire safety zone) at the staging area from the arrival of the trucks to the departure of the trucks, which may include the day prior to, or following day.

C. Customer shall also provide and maintain an area clear of any temporary structures, cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone ("FSZ") during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the Pyrotechnician in Charge. The Parties agree that Company will cease all fireworks discharge due to any security breach of the FSZ. Company shall not be responsible for personal injury, or property damage occurring within the FSZ because of the Customer's failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123, which are only minimum standards of distances.

Customer acknowledges and agrees that Company's responsibilities are limited to the Display and that Company is relying on Customer to maintain the FSZ and to comply with all Federal, State,

municipal and local laws, orders, regulations, and ordinances pertaining to the implementation of any and all security measures at the Display Site.

D. **Site Inspections:** Any site inspections by or on behalf of Customer shall be in accordance with the current edition of NFPA 1123 and under the direct supervision of the Pyrotechnician in Charge. Inspections shall not in any way interfere with the safety, setup, or schedule of the preparation for and disassembly after the Display. The Pyrotechnician in Charge may, in his sole discretion, cancel any inspection that, in his opinion, may compromise the safety of the setup or the Display or the setup schedule. The Pyrotechnician in Charge may at any time temporarily discontinue the discharge of fireworks for any reason.

6. **Force Majeure:** Company shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, act of God, pandemics, or any other similar causes beyond its reasonable control.

7. **Publicity:** Customer shall give Company program credit as the sole fireworks supplier and producer in all press releases, marketing literature, online advertising, or any other program announcements, printed or otherwise.

8. **Government Regulations:** This Contract and Company's obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations, and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by Customer prior to the Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the Display or in the event Customer's permit in any way limits or restricts the sale, performance or operation of the Display, Company shall limit or restrict its performance or the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Customer permit. Customer acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle Customer to a reduction or abatement in the full Display Price.

9. **Late Fees:** In the event Customer shall fail to pay any sum when due under the terms of this Contract, Customer shall pay, in addition to such amount due, an interest at the rate of 1.5% per month on the unpaid amount from the original due date. Customer shall also pay Company reasonable attorney fees and other costs in the event Company shall commence any proceeding or incur fees to compel Customer to pay any sums due hereunder or otherwise because of Customer's default of any of the terms and provisions herein contained.

10. **Liquidated Damages:** In the event Customer cancels the Display and does not reschedule per the Contract or otherwise defaults hereunder, Company shall be entitled to receive the entire Display Price and same shall be considered "liquidated damages" based upon an understanding between the Parties hereto that Company shall have suffered damages due to Customer's default. The damages suffered by Company because of Customer's default will be substantial, but incapable of determination with precision. It is, therefore, agreed by the Parties that the amount due Company is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by Company.

11. **Substitutions:** Company shall have the right, at its discretion, to make minor modifications or substitute any fireworks it deems necessary provided same does not materially detract from the aesthetic value or overall quality of the Display. This includes, but is not limited to, shell sizes, quantities, types, and brand names. Any substitutions shall in no way result in or entitle Customer to a reduction or abatement of the full Display Price.

**12. Governing Law and Dispute Resolution:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. All disputes, differences, or any other type of controversy arising out of or in relation to this Contract, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in Cambria County, PA, pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final, and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Contract, nor to make any award which by its terms effects any such alteration or modification. Either Party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment, or replevin, pending the determination of any claim or controversy in arbitration.

**13. Binding Effect:** This Contract shall not be binding on Company until (1) executed by Customer and (2) Company is in receipt of the Down Payment required hereunder.

**14. Bankruptcy:** If Customer becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Customer or if a receiver is appointed for Customer, Company may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Customer. If Customer has a material change in financial status as reasonably determined by Company, then Company may require Customer to deposit the balance of the Display Price in escrow or provide sufficient proof of its ability to pay the balance of the Display Price.

**15. Signatures:** This Contract may be executed by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Execution and delivery of a counterpart of this Contract (i) by portable document format ("PDF") copy bearing the PDF signature of a duly authorized officer of either Party hereto, whether delivered by facsimile, e-mail, or physical delivery service ("PDF Signature"), or (ii) by electronic signature of a duly authorized officer of any Party hereto, pursuant to electronic signature procedures Company may establish from time to time. ("Electronic Signature"), shall be equally as effective as delivery of a manually executed counterpart of this Contract and shall constitute a valid and binding execution and delivery of this Contract by such Party. The Parties agree that (a) each PDF Signature and/or Electronic Signature of such party will be enforceable to the same extent as a manual signature, whether in court or otherwise and (b) such party will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of its PDF Signature or Electronic Signature.

**16. Limitation of Liability:** IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE DISPLAY PRICE PAID TO COMPANY BY CUSTOMER. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No action may be brought for any alleged breach of contract more than one (1) year after display date.

**17. Insurance and Indemnity:** Company agrees to procure general liability insurance. Any additional insurance that is required that incurs a cost, will be Customer's responsibility. Customer shall indemnify and hold Company harmless for all claims, actions, and suits made against Company for personal injury or property damage arising from or relating to the failure of Customer, or its agents, employees, or contractors to adhere to or perform its obligations under this Contract.



Customer shall list below the additional insured, as they should appear on the insurance certificate. All individuals /entities listed on the certificate will be deemed an additional insured per this contract.

Town of Red Oak, NC; Nash County Public Schools and Nash County Government; Red Lot Farms, LLC
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**18. General Provisions:**

- A. This Contract and addendums constitute the entire Contract between the Parties relating to the subject matter hereof, and may not be changed, modified, renewed, or extended except by a written Contract signed by both Parties. Customer acknowledges and agrees that Company has not made any representations or warranties except those specifically set forth in this Contract. Should any clause, section, or part of this Contract be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this Contract which can be affected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- B. It is specifically understood to read that Company shall not be responsible in any way if any third-party service with which Company has contracted for service fails to perform and the display cannot proceed as planned.
- C. This Contract, and the rights and obligations of the Parties hereunder, shall be binding and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives. Company may assign any or all its rights and obligations under this Contract or subcontract or delegate any or all its obligations hereunder. Customer may not assign any of its rights and obligations under this Contract without the prior written consent of Company.

The authorized representatives of Parties hereby agree to the terms and conditions of this Contract as of the Effective Date.

**CUSTOMER:** **Town of Red Oak, NC**

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

Authorized Representative Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPANY:** **STARFIRE CORPORATION**

Printed Name: Audrey Jean Terrizzi

Authorized Representative Title: President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DISPLAY DATE: 7/2/23



566 Theater Rd. P.O. Box 179  
St. Benedict, PA 15773  
Phone: 800-806-4486 Fax: 814-344-9222

INVOICE DATE: 9/21/22

**Customer Name:** Town of Red Oak  
**Address:** 8406 Red Oak Blvd / POB A, Red Oak, NC 27868  
**Email:** laraujo@providenceri.gov

**COMMENTS OR SPECIAL INSTRUCTIONS:**

	Fireworks Display Payment	UNIT PRICE	TOTAL
1	Fireworks Display Payment Due at Contract Signing	\$10,000	\$5,000
		<b>SUBTOTAL</b>	\$5,000
		<b>TOTAL DUE</b>	\$5,000

Payments can be submitted electronically via check, Bank Wire or by Credit card. There is a 3.5% fee on all credit card transactions. Please contact us **(814) 344-9200** for payment processing

ACH or Wire Remittance Information: CNB Bank  
1808 Bigler Avenue  
P.O. Box 579  
Northern Cambria, PA 15714  
Bank Account Number: 6136162  
Bank Routing Number: 031306278

If paying by check please make all checks payable to **STARFIRE CORPORATION**

If you have any other questions, please contact Starfire Corporation 800-806-4486.

**THANK YOU FOR YOUR BUSINESS!**



566 Theater Rd. P.O. Box 179  
 St. Benedict, PA 15773  
 Phone: 800-806-4486 Fax: 814-344-9222

DISPLAY DATE: 7/2/23

INVOICE DATE: 6/2/23

**Customer Name:** Town of Red Oak  
**Address:** 8406 Red Oak Blvd / POB A, Red Oak, NC 27868  
**Email:** laraujo@providenceri.gov

**COMMENTS OR SPECIAL INSTRUCTIONS:**

	<b>Fireworks Display Payment</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Fireworks Display Payment Due at Contract Signing	\$5,000	\$5,000
		<b>SUBTOTAL</b>	\$5,000
		<b>TOTAL DUE</b>	\$5,000

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**THANK YOU FOR YOUR BUSINESS!**

\* Citizen Request  
Informational Purposes Only

## HOSTING THE WALL THAT HEALS

Watch a video about the healing power of *The Wall That Heals* and what it means to bring it to communities across the country

Bringing The Wall That Heals to Communities Across the Country

375 ft. long (Wall)  
Mobile Education Center (53 ft long)  
Must be free to public and open w/  
Volunteer staff for 24 hours (round the clock)



Cost to host \$11,000 (plus) <sup>meals for volunteers</sup>  
<sup>Advertising, etc.</sup>  
Minimum of 50-100 volunteers required  
including a team capable of setting up  
and dismantling the wall  
Need a wall Escort team

VVMF seeks site locations that can provide a welcoming, quiet atmosphere large enough to accommodate the two main components of *The Wall That Heals*.

- **The Wall Replica:** three-quarter scale replica of the Vietnam Veterans Memorial in Washington, D.C., approximately 375 feet in length. (Due to configuration of The Wall it must be displayed on a soft surface that can be staked)
- **The mobile Education Center:** When emptied, the sides of the 53-foot trailer that transports The Wall replica converts into a mobile Education Center displaying

photos, history and memorabilia related to The Vietnam Veterans Memorial. (70 Feet by 50 Feet)

The Wall schedule may vary depending upon travel needs, typically the mobile Education Center trailer arrives Tuesday evening and set-up of The Wall occurs all day Wednesday. A volunteer orientation is conducted Wednesday evening by VVMF staff. The Wall then remains open 24 hours a day, closing on Sunday afternoon and will be dismantled immediately after the site closes. Before, during, and after each site, VVMF staff work with hosting organizations assisting with their program and event development to transform *The Wall That Heals* visit into a lasting impact for their community.

In partnering, VVMF requests hosting organizations:

Schedule welcoming volunteers to assist visitors to The Wall

- Provide a site, open to the public 24 hours a day
- Charge no admission fee for visitors
- Recruit setup and breakdown teams to assemble The Wall
- Arrange ceremonies around *The Wall That Heals* visit
- Promote the event throughout the community
- Establish a committee to manage the planning and display of The Wall

## Requesting *The Wall That Heals*

The application process for the 2022 tour is now closed. We will begin accepting applications to host the 2023 tour on May 30, 2022.

For more information about the process to host in your community please contact Outreach Project Manager, Cathy Miller, at 202-393-0585 or [cmiller@vvmf.org](mailto:cmiller@vvmf.org)  
*emailkd21912*

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## Resources for Site Hosts

Thank you for hosting *The Wall That Heals* in your community. Site hosts play an important role in preserving the legacy of The Wall and educating about the impact of the Vietnam War era.

For more information and for a list of resources please contact Outreach Project Manager, Cathy Miller, at 202-393-0585 or at [cmiller@vvmf.org](mailto:cmiller@vvmf.org).

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**Board of Commissioners**

Levell Langley, Mayor  
Tony Bennett, Mayor Pro Tem  
Craig New, Commissioner  
Scott Briley, Commissioner  
Sandra Russ, Commissioner



**Administrator/Town Clerk**  
Tracy Shearin, MMC-NCCMC  
[redoak@embarqmail.com](mailto:redoak@embarqmail.com)

## Town of Red Oak

Chartered 1759 – Incorporated 1961  
[www.townofredoaknc.com](http://www.townofredoaknc.com)

### REQUEST FOR QUALIFICATIONS STATEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE RED OAK SUSTAINABLE EATERY (ROSE) AND CONSTRUCTION ADMINISTRATION IN RED OAK, NC

Date:

The Town of Red Oak is requesting Statements of Qualification from interested and qualified firms to provide professional design services for the design, bidding, and construction administration of The ROSE in Red Oak, North Carolina.

#### **PURPOSE**

The purpose of this Request for Qualifications is to obtain expert professional, technical, and advisory services for the design, bidding, and construction administration of the Red Oak Sustainable Eatery in Red Oak, North Carolina. This project is located on 3.75 acres of land (Parcel ID 024248) between 8155 Red Oak Blvd.7951 and Red Oak Blvd. We will be featuring local agricultural crops and products from pork, beef, goat, and emu farms in this immediate area. The facility will be host to a full-service farm-to-table restaurant and commissary kitchen that will be available for leased time to local and surrounding area food trucks. There will be artisan and craft spaces for demonstrations, classes, and retail sales.

The market will be a 12-month market, not just seasonal, and will be a host site for government food distributions as needed. This unique project will help fill a void in the area by making fresh produce and meat products more accessible to the communities of Red Oak, Dortches, Salem, Aventon, and Halifax as well as other neighboring towns.

#### **SCOPE OF WORK**

- 1) Prepare and submit design plans and a proposed schedule to the Town of Red Oak for review and comment.
- 2) Incorporate the Town's comments and prepare construction/bidding documents.
- 3) Design elements of Red Oak Sustainable Eatery (ROSE) (potential amenities include):
  - a. Twelve (12) month agricultural market – open bay
  - b. Metal building with brick façade
  - c. Open space lawn with shade structures
  - d. Outdoor dining options: picnic tables and benches
  - e. Custom swings and benches
  - f. Solar panels for water and electricity
  - g. Restrooms

- h. Signage
  - i. Retail and office spaces
  - j. Full-service restaurant with commissary kitchen
  - k. Multi-purpose room for conferences, classes and daily rental(s)
  - l. Charging stations
- 4) Performing all project management and quality control/quality assurance duties related to the survey, environmental, design, bidding and construction administration and inspection as well as coordinating with jurisdictional agencies, utilities, and obtaining all necessary permits and approvals.
  - 5) The project involves developing and implementing the most cost-effective plan for the construction of aforementioned Sustainable Eatery amenities and ancillary work. While the functionality of the design is critical, utilizing creative design and aesthetically interesting features is vitally important.
  - 6) Prepare drawings that identify and locate all existing utilities and their impact/services on the project.
  - 7) Prepare drawings that adequately address stormwater drainage through and within the project limits.
  - 8) Provide contract administration during the construction bidding process to include participation in the pre-bid conference, replying to Requests for Information, preparing a certified bid tabulation, and preparing a formal recommendation for award.
  - 9) Providing construction administration which includes, but is not limited to:
    - a. Conducting pre-construction conference
    - b. Full-time field inspection of work
    - c. Daily inspection reports
    - d. Soil and concrete testing
    - e. Material verification and documentation
    - f. Pay records
    - g. Review of drawings and submittals
    - h. Certification of contractor requests for payment
    - i. Preparation of pre-final and final punch lists and project close out
    - j. Conduct a one-year warranty inspection
  - 10) Preparing a detailed cost estimate to be reviewed by the Town of Red Oak.

## **REQUIREMENTS**

The selected consultant will be required to enter into an agreement with the Town of Red Oak. The types of services and expertise required for this solicitation are described below. Consultants offering expertise in the services described below are encouraged to submit statements of qualifications.

## **PROPOSAL CONTENT AND EVALUATION**

Six (6) copies of your proposal must be received no later than close of business November 9<sup>th</sup>, 2022. The proposals must be addressed to:

Town of Red Oak  
 Attn: Tracy Shearin, Town Administrator  
 P.O. Box A  
 Red Oak, NC 27868

Include in your proposal the following specific items, which will assist in the evaluation of all proposals:

- 1) Project Approach:
  - a. Describe your team's approach to successfully delivering the project. Provide details on how each task will be completed. Include any recommendations for maximizing effectiveness and efficiency.
- 2) Relevant Project Experience:

- a. Provide a summary of your experience with similar projects, including location and client contact information. Specify the services provided, the office location from which the work was performed, and each staff member's responsibilities.
- 3) Project Team:
  - a. Provide an organizational chart identifying all staff assigned to the project, including any sub-contractors, defining roles, responsibilities, and task assignments for the duration of the project.
- 4) Qualifications of Personnel:
  - a. Provide relevant experience and qualifications of all personnel assigned to the project.
- 5) Scope of Work
  - a. Provide an outline for keeping the project on schedule and within budget. Include projected workloads and staff availability, as well as a projected schedule for completion of significant milestones and the draft and final plan.
- 6) Insurance Certification:
  - a. Submit current insurance certificates for professional liability insurance, which indicates limits of liability. If selected, the successful firm shall provide certificates of insurance that also name Town of Red Oak as additional insured.
- 7) References:
  - a. Provide contact information for at least three (3) references for clients familiar with similar work by your firm.

Proposals shall be limited to a maximum of fifteen (15) pages, not including the cover page or cover letter.

**\*\*DO NOT INCLUDE A PRICED PROPOSAL\*\***

### **INQUIRIES**

Questions that arise shall be submitted via email to Mrs. Tracy Shearin at [redoak@embarqmail.com](mailto:redoak@embarqmail.com) by October 31<sup>st</sup>, 2022. Questions and answers will be provided to others receiving this request.

### **INCURRING COSTS**

The Town of Red Oak is not liable for any cost incurred by the consultant in the preparation or presentation of a response to this request.

### **RIGHT OF AWARD OR REJECT**

It is understood that all submittals will become part of the public's file on this matter, without obligation to the Town. The Town of Red Oak reserves the right to accept and/or reject any and all submittals.

### **SELECTION AND EVALUATION**

The Town of Red Oak will evaluate the submittals received. The Town will review all requests, evaluate required criteria, select a consultant and enter into negotiations with the selected firm or select short list for interviews, then complete the process.

Each of the criteria listed in this outline will be evaluated on how fully each submittal meets the requirements, and each will be ranked. Particular emphasis will be placed on the consultant's past successful completion of similar projects shown by work summaries of the firm and individuals to do the work, and by references.

### **STATEMENT OF INTEREST AND QUALIFICATIONS**



Each submittal from a qualified consultant received in response to this request will be judged as a demonstration of the consultant's capabilities and qualifications. Only those consultants who supply complete information as required by this request will be considered for evaluation. The factors used to determine those to be considered are:

- 1) An understanding of the requirements of this request demonstrated by the organization, clarity, and completeness of the submittal.
- 2) The past performance record and qualifications of the firm and the individuals who will do the work, verifiable through references and resumes, and
- 3) The ability of the consultant to provide a timely response.

### **EVALUATION CRITERIA**

The contract will be awarded to a qualified consultant. Minimum standards for qualifications are:

- 1) Technical approach/understanding of project (25%)
- 2) Experience of proposed personnel (15%)
- 3) Availability of staff and resources (15%)
- 4) Familiarity with sustainable materials and sources (15%)
- 5) Relevant design and project management experience (25%)
- 6) Location of the Firm relative to the project (5%)

### **SELECTION**

The Town of Red Oak will form a selection committee that will evaluate the submittals received. The Town will review all requests, evaluate required criteria, select a consultant and enter into negotiations with the selected firm, or select short list for interviews, then complete the process.

Each of the criteria listed in this outline will be evaluated on how fully each submittal meets the requirements, and each will be ranked. Particular emphasis will be placed on the consultant's past successful completion of similar projects shown by work summaries of the firm and individuals to do the work, and by references.

After selection of a consultant, a contract will be prepared based on a negotiated Scope of Services and final fee proposal. Should the negotiations be unsuccessful with the number one ranked firm, negotiations will cease with that firm, and negotiations will begin with the number two ranked firm. This process will continue until a satisfactory contract is completed.

### **CONTRACT REQUIREMENTS**

The final consultant will be required to complete a Service Contract, which will incorporate the submittal and work schedule as a part of the contract. In addition, it will be necessary for the successful consultant to be covered by Workman's Compensation, which will extend to the work done within the State of North Carolina.

### **NONDISCRIMINATION**

The Town of Red Oak complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal and state financial assistance. Therefore, the Town of Red Oak does not discriminate on the basis of race, sex, color, age, national origin, religion, or disability, in the admission, access to and treatment in the Town's programs and activities.

Beat	CFS Date/Time	Responder Units	Code	Disposition
RED OAK	9/2/22 15:28	2206	TRAFV/H-C	C
RED OAK	9/2/22 16:34	2206	MISS PER-C	C
RED OAK	9/2/22 19:32	2730	HARASS-C	D
RED OAK	9/6/22 13:33	2106	SEC CHECK	C
RED OAK	9/6/22 15:00	2106	SEC CHECK	C
RED OAK	9/6/22 15:48	2204, 2106, 2203	TRESPASS-H	C
RED OAK	9/9/22 13:59	I-106	TRAFFIC STOP	H
RED OAK	9/9/22 14:33	I-106	SCHOOL VISIT	C
RED OAK	9/9/22 15:07	I-106	SEC CHECK	C
RED OAK	9/9/22 15:15	I-106	SCHOOL VISIT	C
RED OAK	9/11/22 13:51	2203, 2601	TRAFFIC STOP	Q
RED OAK	9/11/22 14:19	2601	SEC CHECK	C
RED OAK	9/11/22 14:20	2601	SEC CHECK	C
RED OAK	9/11/22 19:21	2105	ALARMS-H	T
RED OAK	9/11/22 19:34	2406, 2105	THEFT-C	C
RED OAK	9/16/22 15:27	2206	FRAUD-C	C
RED OAK	9/16/22 18:23	2206, 2204	ADMIN-C	I
RED OAK	9/16/22 19:53	2204	SEC CHECK	C
RED OAK	9/16/22 20:54	2204	TRAFFIC STOP	H
RED OAK	9/17/22 12:50	2206	SEC CHECK	C
RED OAK	9/17/22 19:55	2203	ADMIN-C	C
RED OAK	9/17/22 20:46	2203	SEC CHECK	C
RED OAK	9/17/22 21:34	2203	SEC CHECK	C
RED OAK	9/18/22 15:19	2202	SEC CHECK	C
RED OAK	9/18/22 15:44	2202	SEC CHECK	C
RED OAK	9/18/22 16:14	EMS6, 2202	PUBL SER-H	C
RED OAK	9/18/22 18:59	2601	SEC CHECK	C
RED OAK	9/20/22 13:09	2105	SCHOOL VISIT	C
RED OAK	9/24/22 17:03	2730	MISS PER-C	C
RED OAK	9/24/22 18:22	2730	ALARMS-H	S
RED OAK	9/25/22 13:45	2105	SEC CHECK	C
RED OAK	9/25/22 14:37	2105	SUPPLEMENT-C	H
RED OAK	9/25/22 19:02	2601	SEC CHECK	C
RED OAK	9/25/22 22:21	2601	SEC CHECK	C
RED OAK	9/28/22 20:53	12FD1, EMS6, ST12, 13, SHP1	MVA PIN-H	RT

**Total Records: 35**

**TOTAL ARRESTS 0**

**TOTAL TICKETS ISSUED 1**

**TRAFFIC STOPS 3**

**TOTAL INCIDENT REPORTS 0**