



# Board of Commissioners Agenda

## Town of Swansboro

Tuesday, March 11, 2025

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### Board Members

William Justice, Mayor | Jeffrey Conaway, Mayor Pro Tem | Pat Turner, Commissioner  
Douglas Eckendorf, Commissioner | Joseph Brown, Commissioner

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#### I. Call to Order/Opening Prayer/Pledge

#### II. Public Comment

Citizens have an opportunity to address the Board for no more than three minutes per speaker regarding items listed on the agenda. There is a second opportunity at the end of the agenda for the public to address the Board on items not listed on the agenda.

#### III. Adoption of Agenda and Consent Items

The Town Clerk respectfully submits to the Board, the Regular Agenda and the below consent items, which are considered to be of general agreement and little or no controversy. These items may be voted on as a single group without Board discussion "or" if so desired, the Board may request to remove any item(s) from the consent agenda and placed for consideration separately.

##### III. Consent Items:

- [a.](#) January 14, 2025, Regular Meeting Minutes
- [b.](#) January 14, 2025, Closed Session Minutes
- [c.](#) Budget Ordinance Amendment #2025-8

#### IV. Appointments/Recognitions/Presentations - None

#### V. Public Hearing - None

#### VI. Business Non-Consent

##### [a.](#) **Engineering Service Selection for Sidewalk Project** ***Presenter: Jon Barlow - Town Manager***

The Town recently released a Request for Qualifications (RFQ) seeking experienced, professional engineering firms to provide land survey and civil engineering design services, bidding and construction administration for pedestrian improvements.

*Recommended Action: Agree to enter into contract negotiations with Arendell Engineers to provide engineering and design services for the sidewalk project.*

**b. Resolution Authorizing Acquisition of Real Property by Proceedings in Eminent Domain**  
**Presenter: Jon Barlow – Town Manager**

The Town Board of Commissioners has determined there is a need for a new Emergency Operations Center and Public Safety Building (EOC/PSB). The Board of Commissioners appointed EOC/PSB Site Selection Committee has recommended the acquisition of a 10-acre site located on the south side of Hwy. 24 close to the intersection of Old Hammocks Beach Rd. (PIN 536405087796 and PIN 536405089589)

*Recommended Action: Adopt Resolution 2025-R3 authorizing staff to commence the acquisition of the property by exercise of its eminent domain authority under Article 3 of Chapter 40A of the North Carolina General Statutes.*

**c. Future Agenda Topics**  
**Presenter: Alissa Fender – Town Clerk**

Future agenda items are shared for visibility and comment. In addition, an opportunity is provided for the Board to introduce items of interest and subsequent direction for placement on future agendas.

*Recommended Action: Discuss and provide any guidance*

**VII. Items Moved from Consent**

**VIII. Public Comment**

Citizens have an opportunity to address the Board for no more than five minutes regarding items not listed on the Agenda.

**IX. Manager's Comments**

**X. Board Comments**

**XI. Closed Session**

- a. *Recommended Action: Motion to enter closed session pursuant to NCGS 143-318.11 (a) (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations.*

**XII. Adjournment**

**Town of Swansboro**  
**Board of Commissioners**  
**January 14, 2025, Regular Meeting Minutes**

Item III - a.

In attendance: Mayor Pro Tem William Justice, Commissioner Jeffrey Conaway, Commissioner Pat Turner, Commissioner Joseph Brown, and Commissioner Douglas Eckendorf. The board had one vacancy.

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**Call to Order/Opening Prayer/Pledge**

The meeting was called to order at 6:00 pm. Mayor Pro Tem Justice led the Pledge of Allegiance.

**Public Comment**

Citizens were offered an opportunity to address the Board regarding items listed on the agenda. No comments were made.

**Adoption of Agenda and Consent Items**

On a motion by Commissioner Eckendorf, seconded by Commissioner Conaway, the agenda and the below consent items were adopted unanimously.

- Resolution Opposing Senate Bill 382
- FY25-26 Budget Schedule
- Budget Ordinance Amendment #2025-5

**Appointments/Recognitions/Presentations**

*Board Appointments*

Town Clerk Fender reviewed that due to expiration of terms or resignations, board appointments are needed for the Planning Board, Tourism Development Authority, and the Parks Board. At its December 10, 2024, regular meeting the board tabled appointments to this meeting to allow for more applications to be received. A call for applications was sent through the Towns Constant Contact and posted to Facebook. 3 additional applications were received.

The following appointments were made.

- Planning Board  
On a motion by Commissioner Eckendorf, seconded by Commissioner Turner, and with unanimous approval, Jerry Seddon and Tim Vannoy were reappointed.  
  
On a motion by Commissioner Eckendorf, seconded by Commissioner Conaway, and with unanimous approval, Tom Pieratti was appointed.

- Tourism Development Authority

On a motion by Commissioner Brown, seconded by Commissioner Turner, Steven Overby was appointed. The motion carried 3:1 Ayes: Brown, Turner, Eckenforf. Noes: Conaway

On a motion by Commissioner Conaway, seconded by Commissioner Turner, with unanimous approval, Randy Swanson and Jack Harnatkiewicz were reappointed.

- Parks Board

On a motion by Commissioner Conaway, seconded by Commissioner Brown, with unanimous approval, Bets Love was appointed.

On a motion by Commissioner Eckendorf, seconded by Commissioner Brown, with unanimous approval, Ryan Swanson was appointed.

On a motion by Commissioner Eckendorf, seconded by Commissioner Conaway, with unanimous approval, Jennifer Steele was reappointed.

#### *East Carolina Council Appointment*

Town Clerk Fender reviewed that annually, a representative was selected to serve as a local jurisdiction representative on the East Carolina Council (ECC) General Membership Board. At its December 10, 2024, regular meeting the board tabled this appointment to this meeting, and the materials presented to the Board in February of 2024 by David Bone – Executive Director of the Eastern Carolina Council were sent to the board for review.

On a motion by Mayor Pro Tem Justice, seconded by Commissioner Conaway, Town Manager Jon Barlow was unanimously appointed as the ECC representative for the Town of Swansboro.

### **Public Hearing**

#### *Re-zoning Request – 1149 Hammocks Beach Road*

Planner Brehmer reviewed that Shannon Weaver, PE, on behalf of property owners David and Linda Camp had submitted a rezoning request for 1149 Hammocks Beach Road from RA (Rural/Agricultural) to B-1 (Business). The property is further identified as tax parcel ID 1319-66 and the total acreage requested for rezoning is +/-0.77 acres. Mrs. Weaver's purchase was contingent on rezoning approval. She planned to convert the existing home into office space, which was not permitted under the current zoning. The CAMA Future Land Use Plan designated the area for residential use but allowed small-scale non-residential development near key locations. Given its proximity to Walmart,



the request aligned with the plan. The Planning Board recommended approval on December 3rd, recognizing its consistency with future land use guidelines.

The public hearing was opened at 6:15 pm.

David and Linda Camp, owners of the property, addressed the board and urged them to approve the rezoning request so that Mrs. Weaver could operate her business.

Shannon Weaver of 222 Marsh Hen Court, the applicant, introduced herself to the board and explained her rezoning request was to be able to operate a small structural engineering firm. She started her business in 2012, initially working from home before moving to a rented office in 2016 and now wanted a permanent location. The proposed property would require only minor interior modifications and would serve as her office for at least the next decade, with potential future use by her daughter. She emphasized that her business would not create noise or significant traffic and aligns with the town's land use plan. Mrs. Weaver also noted existing buffer zones and nearby rezoned properties, stating that her request was reasonable and consistent with the surrounding area.

The public hearing was closed at 6:26 pm.

On a motion by Commissioner Conaway, seconded by Commissioner Eckendorf, Ordinance 2025-O1 to rezone 1149 Hammocks Beach Road from RA (Rural/Agricultural) to B-1 (Business) was unanimously approved.

*UDO Text Amendment to Appendix III Historic District Design Standards, Section 14: Fences and Walls*

Planner Brehmer reviewed that the Historic Preservation Commission had recommended an amendment to Appendix III Historic District Design Standards, Section 14: Fences and Walls to make clarifications on fence guidelines.

In response to inquiries from the board, Planner Brehmer clarified the following:

- This Historic Preservation Commissioner voted unanimously for the amendment
- Spacing between the boards is not captured in the amendment because that regulation is specified by the State Building code

The public hearing was opened at 6:41 pm then closed, as no comments were offered.

On a motion by Commissioner Eckendorf, seconded by Commissioner Conaway, Ordinance 2025-O2 amending Appendix III, Section 14: Fences and Walls was unanimously approved.

## **Business Non-Consent**

### *Proposal to Establish a Fund Balance Policy*

Finance Director Johnson reviewed that on October 22, 2024, staff presented a Fund Balance Policy which was tabled for approval until after the audit was received. The audit was presented at the December 10, 2024, meeting.

The policy was designed to protect against short-term revenue fluctuations, provide resources for emergencies, and establish sound fiscal management guidelines. Staff recommended setting a minimum fund balance threshold of 50% of annual expenditures to ensure financial resilience. As of June 30, 2024, the fund balance was 51%, with an unassigned fund balance at 48% of annual expenditures.

Board members debated the proposed 50% fund balance threshold, with some advocating for a lower range of 35-45%, citing comparisons to other municipalities and suggesting a property tax reduction in exchange. Others stressed the need for financial preparedness for emergencies and capital projects, highlighting concerns about borrowing credibility and the risks of a rapid decline from previous levels of 75%. A compromise at 48% was proposed, reflecting the current unassigned fund balance, with some open to future reductions while others insisted on maintaining 50% stability. A semi-annual review of the policy was suggested to assess its impact.

On a motion by Commissioner Turner, seconded by Commissioner Conaway, the Fund Balance Policy as written was approved. The motion carried 4:1. Ayes: Turner, Conaway, Justice, Brown. Noes: Eckendorf

### *NCLM 2025-2026 Advocacy Goal Statements*

Manager Barlow reviewed that the NCLM had published its 2025-2026 Advocacy Goal Statements. Cities and Towns were asked to review and vote on the proposed goals so that cities and towns have a focused state and federal advocacy agenda in the 25-26 legislative biennium which begins in January at the NC General Assembly. Each municipality will cast a single vote by selecting 10 of the 16 proposed advocacy goals.

The goals chosen by the board were:

- Expand funding opportunities for disaster resiliency and recovery efforts.
- Establish long-term funding streams that adequately address water, sewer, stormwater, transportation and other infrastructure needs.
- Expand state transportation funding streams for construction and maintenance of municipal and state-owned secondary roads.
- Expand incentives and funding for local economic development.

- Create an orphan road program whereby the state improves those roads to N.C. Department of Transportation standards before municipalities assume maintenance responsibilities.
- Provide local revenue options beyond the property tax.
- Support technical assistance programs to assist municipalities with securing or maintaining grants or other necessary municipal resources.
- Address the needs of a changing municipal workforce through state assistance that supports employee retention, including training and recruitment.
- Update the annexation petition thresholds to make voluntary annexations easier to initiate.
- Preserve authority for extraterritorial jurisdiction to ensure that growth is well-planned and investments by homeowners and business owners are protected

Manager Barlow was chosen as the voting delegate and would cast the Town's vote by January 17, 2025.

#### *Future Agenda Topics*

Future agenda items were shared for visibility and comments. In addition, an opportunity was provided for the board to introduce items of interest and subsequent direction for placement on future agendas. No additional items were added.

#### **Public Comment**

Brad Phillips of 204 Walnut Street spoke in support of Jerry Seddon for the vacant mayor seat or if it occurs a vacant commissioner seat. He described him as a smart and hardworking leader.

Wayne Herbert of 102 Oyster Bay Road spoke against a proposed development in Swansboro, citing the town's 2019 Land Use Plan, environmental concerns, community opposition, and a petition with over 1,150 signatures, urging the Board of Commissioners to follow the planning board's recommendation of denying approval of the CAMA Land Use Plan Amendment and rezoning request.

Kim Kingrey of 212 Elm Street shared that she also supported Jerry Seddon for the vacant seat stressed the importance of choosing someone with experience for the position, comparing it to hiring the most qualified person.

Tim Simpson, of 609 West Shore Drive, expressed concerns about the missing no wake buoys in the White Oak River and the municipality's responsibility for their replacement. He emphasized their importance in preventing accidents and urged for their replacement and to ensure they remained in place.

### **Manager's Comments**

Manager Barlow updated the board on two items:

- NCDOT's plan to replace a storm drainpipe along Main Street Extension, which will require a temporary road closure but will help alleviate long-standing drainage issues and allow for future paving.
- Requests for Qualifications (RFQs) for the Sidewalk Design Project, a \$500,000 initiative, was published with hopes of attracting engineering firms to assist with design and implementation.

### **Board Comments**

Board members praised the work of town staff, including the police and fire departments, planning board, parks and recreation, and administrative teams, for their dedication and professionalism.

Commissioner Conaway shared for the benefit of the public that the board had unanimously adopted a Resolution Opposing Senate Bill 382 in hopes that it would not pass, or the items removed that would handcuff local governments.

Commissioner Eckendorf shared that he would be advocating for a tax cut in the upcoming budget deliberations.

Commissioner Brown shared that the upcoming Flybridge development agenda items will be interesting and that he would read up on all plans in preparation.

### **Closed Session**

On a motion by Commissioner Conaway, seconded by Commissioner Turner, with unanimous approval, the board entered closed session at 7:33 pm pursuant to NCGS 143-318.11 (a) (3) ) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege, and (5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

Pursuant to a motion duly made and seconded in closed session the board returned to open session.

### **Adjournment**

On a motion by Commissioner Conaway, seconded by Commissioner Eckendorf, the meeting was adjourned at 8:16 pm.



# Board of Commissioners Meeting Agenda Item Submittal

Item To Be Considered: **Budget Ordinance Amendment #2025-8**

Board Meeting Date: **March 11, 2025**

Prepared By: **Sonia Johnson – Finance Director**

**Overview:** A Budget Ordinance Amendment is requested for multiple departments.

1. **Parks and Recreation:** PirateFest: At the February 25th Board of Commissioners meeting, the board approved the allocation of \$3,000 towards the PirateFest Event on May 10, 2025.

*Source of Funds: Appropriated Fund Balance*

2. **Parks and Recreation:** Playground repairs: To complete necessary repairs to a portion of the Poured in Play surfacing at Municipal Park. Staff is requesting \$3,000 be appropriated from fund balance to complete the repairs of the Poured In Play surfacing at Municipal Park.

*Source of Funds: Appropriated Fund Balance*

3. **Governing Body:** Funding in the amount of \$3,400 is needed to cover the cost for unfunded expenses for two events.
  - Sam Bland Recipients Banquet in the amount of \$1,900
  - Advisory Board Appreciation Reception in the amount of \$1,500.

*Source of Funds: Appropriated Fund Balance*

**Background Attachment(s):** Budget Ordinance Amendment #2025-8

**Recommended Action:** Motion to approve Budget Ordinance Amendment #2025-8

**Action:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ORDINANCE AMENDING THE ANNUAL BUDGET FOR FY 24/25**

Item III - c.

**BUDGET ORDINANCE AMENDMENT #2025-8**

**BE IT ORDAINED** by the Board of Commissioners of the Town of Swansboro that the following amendment be made to the annual budget ordinance for fiscal year ending June 30, 2025:

Section 1. To amend the General Fund budget, the following changes are to be made:

<u>Appropriations</u>	<u>Increase</u>
Parks & Recreation	\$6,000
Governing Body	\$3,400

<u>Revenues</u>	<u>Increase</u>
Appropriated Fund Balance-General Fund	\$9,400

Section 2. Copies of this budget amendment shall be furnished to the Town Clerk, the Budget Officer, and the Finance Director, to carry out their duties.

Adopted by the Board of Commissioners in regular session, March 11, 2025.

\_\_\_\_\_  
William Justice, Mayor

Attest:

\_\_\_\_\_  
Alissa Fender, Town Clerk



## Board of Commissioners Meeting Agenda Item Submittal

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Item To Be Considered: **Engineering Service Selection for Sidewalk Project**

Board Meeting Date: **March 11, 2025**

Prepared By: **Jon Barlow – Town Manager**

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**Overview:** The Town recently released a Request for Qualifications (RFQ) seeking experienced, professional engineering firms to provide land survey and civil engineering design services, bidding and construction administration for pedestrian improvements.

**Background:** The Town is looking to hire a qualified engineering and design firm to assist in the design and construction of new 5' sidewalks, infill sidewalks, curb ramps, and other pedestrian improvements necessary to create ADA compliant, pedestrian accommodations along five project priority areas along Highway 24, Main St Extension, Hammocks Beach Road, Old Hammocks Beach Road, and Queens Creek Road. The lengths in each section vary, but in total will measure approximately 7,031 linear feet (1.33 miles)

Funding for the project primarily comes from \$500,000 of appropriated fund balance and \$100,000 remaining State SCIF (sidewalk grant funds).

The RFQ was posted on the Town's website as well as emailed to several firms that have provided engineering services to the Town in the past. Those firms are as follows: Tidewater Associates, Crystal Coast Engineering, Larion Engineering, Stuart Engineering and Arendell Engineers. Only one firm, Arendell Engineers submitted an RFQ by the February 17, 2025, deadline.

Arendell submitted a response that met all the criteria being asked for in the RFQ. Arendell staff have extensive experience in service coastal communities and have performed numerous municipal sidewalk projects. Arendell is currently providing Engineering services to the Town for the Dockwalk Waterfront Improvements project.

**Background Attachment(s):**

1. Town of Swansboro RFQ packet.
2. Arendell statement of qualifications for the proposed project.

**Recommended Action:** Agree to enter into contract negotiations with Arendell Engineers to provide engineering and design services for the sidewalk project.

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**Action:** \_\_\_\_\_

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## REQUEST FOR QUALIFICATIONS

### Swansboro Sidewalks Design Project



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#### Town Commissioners

**Bill Justice, Mayor Pro Tem**

**Jeffrey Conaway, Commissioner**

**Patricia Turner, Commissioner**

**Doug Eckendorf, Commissioner**

**Joe Brown, Commissioner**

**Jon Barlow, Town Manager**



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## **I. Introduction**

The Town of Swansboro is seeking Request for Qualifications (RFQ) from experienced, professional engineering firms to provide land survey and civil engineering design services, bidding and contract administration for pedestrian improvements along Highway 24 (NC 24), Main Street Extension (SR 1447), Hammocks Beach Road (SR 1511), Old Hammock Road (SR 1512), Old Hammocks Beach Road (SR 1512) and Queens Creek Road (SR 1509) as shown on Attachment A. The requested services include preparation of a topographic survey, conceptual design, final construction documents, and cost estimates. Funding for the project primarily derives from \$500,000 of local Town of Swansboro funds. The overall project scope for which design and engineering services are being solicited includes the design of what will be new 5' sidewalks along Highway 24, Main Street Extension, and Queens Creek Road, as well as necessary infill sidewalk and/or curb ramps as needed.

## **II. Background**

The Town of Swansboro is a coastal Town located in Onslow County, North Carolina. According to the U.S. Census Bureau, the estimated population of Swansboro as of 2023 is approximately 4,256 residents. The town also boasts a thriving waterfront downtown, diverse cultural and recreational opportunities, and a strong sense of community pride.

Highway 24 is the corridor in the Town which connects to the Town of Hubert, as well as Cedar Point. Within Swansboro Town limits, Highway 24 connects many of the commercial businesses, Queens Creek Road connects two schools and residences, and Hammocks Beach Road, Old Hammocks Beach Road, Old Hammock Road and Main Street Extension connects commercial business, recreational facilities, and residences. The area experiences increased pedestrian traffic traveling to and from adjacent businesses, churches, and schools; with many locals and students walking to and from businesses, schools and recreational areas from nearby residential areas. Existing and future developments motivates the town to address safer, ADA accessible connections to sections of sidewalks that are currently incomplete.

## **III. Scope of Services**

Staff is looking to hire a qualified engineering and design firm to assist in the design and construction of new 5' sidewalk, infill sidewalk, curb ramps and other pedestrian improvements necessary to create ADA compliant, pedestrian accommodations along Highway 24 (NC 24), Main Street Extension (SR 1447), Hammocks Beach Road (SR 1511), Old Hammock Road (SR 1512), Old Hammocks Beach Road (SR 1512) and Queens Creek Road (SR 1509).

In its current condition, Hammocks Beach Road, Main Street Extension, Old Hammocks Beach Road, Old Hammock Road, Queens Creek Rd. there are portions on one side of the road that need to be constructed, and/or connected to existing facilities.

#### IV. Schedule

##### RFQ Invitation Release Date/Advertisement

- |   |                   |
|---|-------------------|
| • Submission for Questions and Clarifications | January 27, 2025  |
| • Response to Questions and Clarifications by | February 3, 2025  |
| • Submission of Qualifications Package        | February 17, 2025 |
| • Selection Committee's Recommendation by     | February 28, 2025 |

#### V. Submittal Requirements

Firms may submit their qualification package digitally as long as the due date and time requirements are met. Please bookmark your submittal as outlined to assist those who will be reviewing them. If the qualification package is submitted digitally, no hard copies are required nor a copy of the submittal on a flash drive or CD.

If a Firm chooses to submit a hardcopy of their qualification package, submit six (6) hard copies and one (1) flash drive containing a PDF of the submittal. The submittal needs to be received by the due date and time. The hard copies shall be enclosed in a sealed envelope/box marked: "Request for Qualifications: - Swansboro Sidewalks Design Project" and delivered to: Town of Swansboro, Attn: Jon Barlow, 601 W. Corbett Avenue, Swansboro, NC 28584.

Submittals are due by **February 10, 2025 1 PM** to [tnmgr@ci.swansboro.nc.us](mailto:tnmgr@ci.swansboro.nc.us) or by mail. Any submittal that is received after the time stated will be considered non-responsive and will not be considered. If submitting digitally, the Firm may wish to use the email receipt confirmation to confirm delivery.

There will be no pre-proposal meeting. Questions about this Request for Qualifications must be submitted via email and will be answered until 5:00 PM (EST) on February 3, 2025. Questions received will be answered through issuance of an addendum. Questions received after this time will not be answered. Individual meetings with Firms will not be held due to personnel workload.

#### VI. Contents of Submittal

The submittal shall be on 8 ½" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The minimum font size is 12-point Times New Roman font or 10 point in Arial font, with the exception of captions. The statements must include the following sections:

1. Introductory letter – Submit a clear concise response identifying a designated point of contact, acknowledgement of all addenda and provide a statement that the Firm is willing to meet all of the requirements set forth in the contract, and that the Firm is prepared to sign the agreement as written. The Town objects to, and will not evaluate or consider, any additional terms and conditions submitted with this RFQ. If the selected Firm is unwilling or unable to sign the attached contract, they will be considered non-responsive, and the next highest ranked Firm will have the opportunity to execute the contract.
2. Proposed scope of work in response to the RFQ – Scope shall address the firm's understanding of the work to be performed, including identification of specific tasks and

timelines. Proposing firms are encouraged to identify opportunities to perform the work in the most cost-effective and innovative manner.

3. Qualifications of the firm(s) – Experience of the firm in access and circulation studies within the past five years. This section should be limited to no more than 10 pages. If subcontractors are to be used, provide brief statements of similar type work performed within the past five years.
4. Qualifications of proposed staff – Include a brief resume of proposed staff accompanied with the identification of similar work the proposed staff has participated in within the past five years. The same information should be provided for any subcontractors. Include professional licensure and software capabilities.
5. Project management – Provide an explanation of the project management system and practices used to assure that the project is completed within the scheduled timeframe and that the quality of the products will meet the County and MPO's requirements.
6. References – Provide at least three references for which similar work was provided within the past five years. Client contact person name, address and telephone number, are to be provided. References for subcontractors shall also be provided.

## **VII. Selection Committee and Evaluation Criteria**

A Selection Committee consisting of Town department representatives including Administration, Finance, and Public Works will evaluate responses received. The Committee will review, and, if necessary, shortlist Firms who would then be invited by letter to an interview. If Firms are interviewed, the responses will be included as part of the evaluation process.

The Selection Committee will be the sole judge as to which submittal represents experience that will be of the most benefit to the Town. Submittals will be evaluated according to the quality of the package and the following key criteria:

<b>Criteria</b>	<b>Max Score</b>
Project understanding and proposed approach	40
Key project personnel qualifications and experience	40
Relevant and demonstrated experience/expertise on similar projects	20
<b>Total Score</b>	<b>100</b>

## **VIII. Execution of a Contract**

After the interview process (if one occurs), the Selection Committee will rank the Firms, highest to lowest, based on the evaluation criteria. Negotiations would then begin with the highest ranked Firm. If negotiations fail, the Town will then begin negotiations with the next ranked Firm. The successful Firm will then enter into an agreement with the Town of Swansboro as outlined herein. The Town reserves the right to reject any and/or all submittals.

By submitting a response, the Firm agrees to enter into a contract as proposed herein. This project is funded predominantly with local funds. Furthermore, the Firm agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted herein.

#### **IX. Title VI Non-Discrimination**

The Town in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Firms that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **X. Small Professional Service Firm (SPSF) Participation**

The Town and encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

#### **XI. Questions**

Questions concerning this request for qualifications shall be submitted to Jon Barlow via email at [tnmgr@ci.swansboro.nc.us](mailto:tnmgr@ci.swansboro.nc.us) or by phone at (910) 326-4428 no later than 5:00 PM (EST) on January 31, 2025.

## Attachment A – Project Maps & Descriptions



Location: Main Street Extension from One Harbor Church to Old Hammock Road, then Old Hammock Road to High-Speed Gear

Estimated Sidewalk Length: 2,008 FT

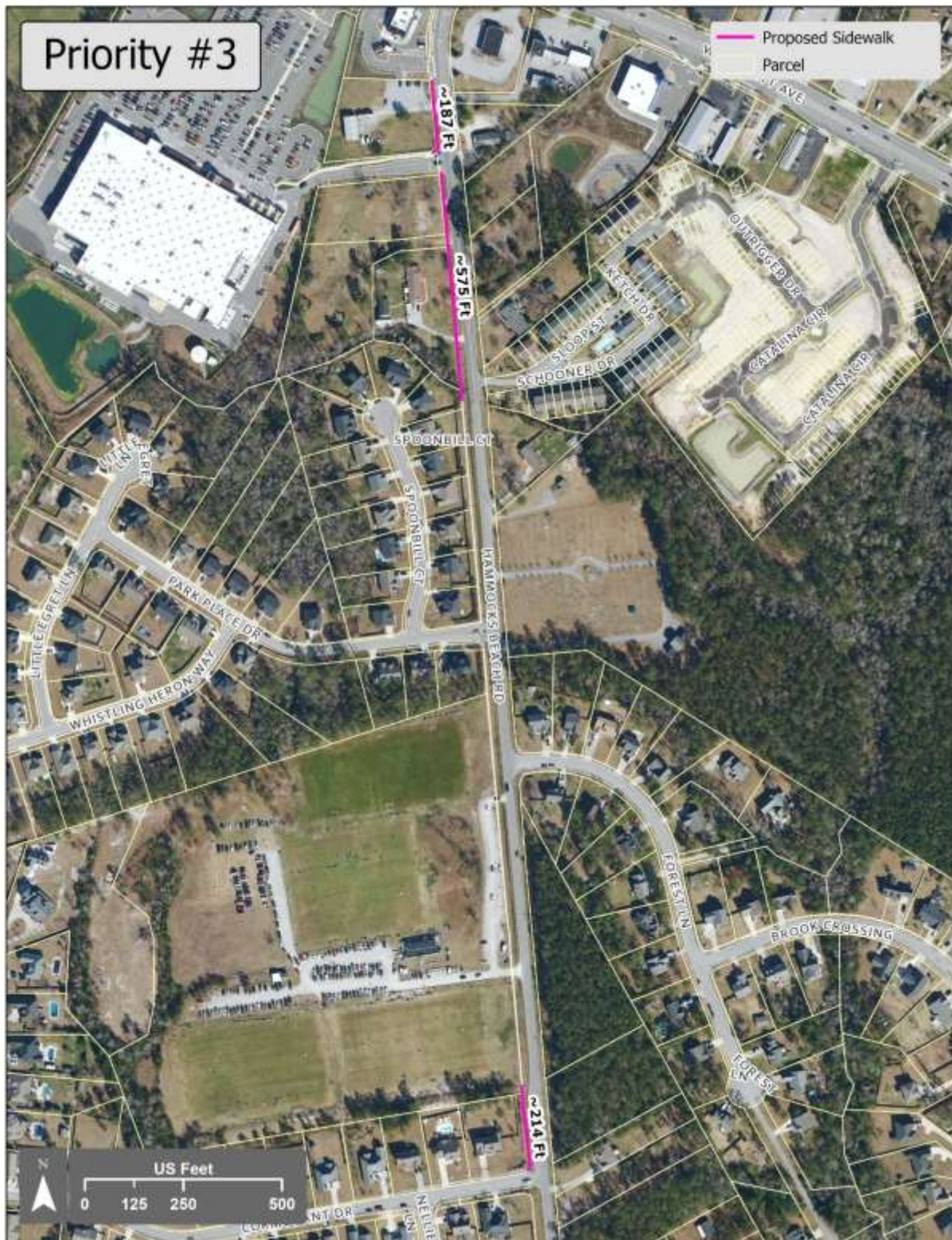




Location: Southside Hwy. 24 from Walmart to Queens Creek Road Intersection, then Intersection to Swansboro High School/Queens Creek Elementary School entrance

Estimated Sidewalk Length: 2,483 FT.





Location: Hammocks Beach Road from Moore's BBQ to Park Place, and Soccer Association to Cormorant Drive

Estimated Sidewalk Length: 976 FT





Location: Pineland Drive parcel to connect to the existing sidewalk at the Cottages

Estimated Sidewalk Length: 153 FT





Location: Gaps on Northside of Hwy 24 from Old Hammocks Road to Downtown

Estimated Sidewalk Length: 1411 FT.

## Attachment B – Copy of Proposed Contract

This **AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between \_\_\_\_\_ (hereinafter called the **CONSULTANT**) and the Town of Swansboro, North Carolina (hereinafter called the **OWNER**) sets forth the requirements, conditions, covenants, and considerations of an **AGREEMENT** to provide professional **CONSULTING** services (hereinafter called the **PROJECT**) for the Camp Davis Industrial Park Access and Circulation Study.

### **I. SCOPE OF WORK**

The **AGREEMENT** establishes the general terms and conditions related to **CONSULTANT** providing **CONSULTING SERVICES** related to the Swansboro Sidewalks Design Project.

The Request for Qualifications solicitation is hereby incorporated as **EXHIBIT 6** as well as the **CONSULTANT'S** response as **EXHIBIT 5**.

### **II. CONSULTING RESPONSIBILITIES**

#### **A. PROJECT TASK:**

The **CONSULTANT** shall perform services as set out in **EXHIBIT 1** – Scope of Work upon receipt of a signed purchase order from the **OWNER** covering the work.

#### **B. TIME SCHEDULE:**

The **CONSULTANT** recognizes that the **PROJECT** under this **AGREEMENT** is to be performed as expeditiously as is practical. Every reasonable effort will be made to substantially complete the **PROJECT** on an agreed upon schedule for the **PROJECT**.

#### **C. ASSIGNMENT/TRANSFER:**

The **CONSULTANT** shall not assign or transfer any interest or responsibilities in this **AGREEMENT** without the written consent of the **OWNER**.

#### **D. INSURANCE:**

1. The **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; errors and omissions liability insurance; and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders, as well as insurance required by **OWNER** as set forth in **EXHIBIT 2** – Insurance Requirements. Certificates indicating that all such insurances are in effect will be provided to **OWNER** by **CONSULTANT**.
2. Such policies (other than Worker's Compensation and **CONSULTANT'S** Errors and Omissions) shall name **OWNER**, **as additional insured**. Such policies shall provide that they may not be cancelled or modified (and that any expiration, cancellation or

- modification shall be of no force or effect) without thirty (30) days prior written notice to each Insured Party by certified, registered or express mail, and shall require the insurance carrier to defend any suit or proceeding against any Insured Party arising out of any claim covered thereby, even if such claim is groundless, false or fraudulent.
3. All such insurance shall be in form and substance satisfactory to **OWNER** and shall be maintained with responsible insurance carriers licensed to do business in the State of North Carolina. Simultaneously with the execution hereof, the **CONSULTANT** has deposited with **OWNER** copies of its insurance policies, if required by **OWNER**, and certificates of insurance evidencing the insurance coverage required hereunder. Hereafter, certifications of renewal shall be deposited with **OWNER** not less than five (5) days before the scheduled date of expiration.
  4. All insurance required to be maintained hereunder (other than Errors and Omissions Liability Insurance), must provide coverage on an "occurrence" basis. Errors and Omissions Liability coverage may be maintained on a "claims made" basis.
  5. The **OWNER** shall require that each of its **CONSULTANTS** for this Project carry insurance coverage and agree to the indemnity and hold harmless provisions of this **AGREEMENT**. Before entering into any agreement with any **CONSULTANT**, the **OWNER** shall ascertain **CONSULTANT'S** insurance requirements and shall cause the **CONSULTANT** to provide **OWNER** with a certificate of insurance, and copies of the policies if requested by **OWNER**, evidencing insurance coverage in compliance with such requirements detailed in **EXHIBIT 2 – Insurance Requirements. (The OWNER shall be named as ADDITIONAL INSURED in all applicable policies.)**
  6. The **CONSULTANT** shall require the same insurance from any subcontracted professional(s) as is required of the **CONSULTANT** by the **OWNER**. The **CONSULTANT** shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained and similarly approved by the **OWNER**.
  7. The provisions of Section D - INSURANCE shall survive the expiration or termination of this **AGREEMENT**.
- E. **STANDARD OF CARE AND INDEMNIFICATION:**
1. **CONSULTANT** shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this **AGREEMENT** at the time and the place where the services are rendered. The staff of and subcontracted professionals engaged by the **CONSULTANT** shall possess the experience, knowledge and character necessary to qualify them to perform the particular duties to which they are assigned.
  2. **CONSULTANT** agrees to protect, defend, indemnify and hold the **OWNER**, its officers, employees and agents free and harmless from and against any losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities in connection with or arising out of this **AGREEMENT** and/or the performance hereof that are due to the negligent acts of the **CONSULTANT**, its officers, employees, or agents.

The **CONSULTANT** further agrees to handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

F. ERRORS/DEFICIENCIES:

**CONSULTANT** shall, without additional compensation, revise any materials prepared under this **AGREEMENT** if it is determined that the **CONSULTANT** is responsible for any errors or deficiencies.

G. ACCURACY OF WORK:

**CONSULTANT** shall be responsible for the professional quality, technical accuracy, timely completion, and appropriate coordination of all designs, drawings, specifications, reports, and other services to be furnished under this **AGREEMENT**. **OWNER** approval of **CONSULTANT'S** work shall not relieve the **CONSULTANT** of responsibility for the technical adequacy of his work.

H. RECORDS/DOCUMENTS:

**CONSULTANT** shall maintain all records, documents, notes, and financial information related to performance of this work in accordance with generally accepted accounting principles and practices for five (5) years and shall provide the **OWNER** access to this information if requested.

I. NON-DISCRIMINATION:

**CONSULTANT** agrees not to discriminate against any employee or prospective employee because of race, religion, sex, color, age, or national origin.

### **III. OWNER'S RESPONSIBILITIES**

A. INFORMATION:

**OWNER** will provide adequate information concerning **PROJECT** requirements, will provide other available pertinent information relating to the **PROJECT**, will provide adequate opportunities for consultation, will provide timely review of plans and documents, and will render decisions resulting therefrom in writing.

B. OWNER'S REPRESENTATIVE:

**OWNER** will designate a representative who shall have authority to transmit instructions, receive notices and information, and enunciate the **OWNER'S** policies and decisions. The **OWNER'S** representative shall be **Jon Barlow, Town Manger**.

C. MEETINGS:

**OWNER** will arrange for and hold promptly any necessary meeting. This shall include the provision of meeting facilities when appropriate and the serving of all required public or private notices, unless otherwise determined.

D. ACCESS:

**OWNER** will provide access to and obtain permission for the **CONSULTANT** to enter upon public or private lands as necessary for the **CONSULTANT** to perform surveys, observations, or other necessary functions.

E. RESPONSE TO CONSULTANT'S REQUESTS:

**OWNER** will respond within a reasonable time to the **CONSULTANT'S** requests for written decisions or determinations pertaining to the subject of the **CONSULTANT'S** services so as not to delay the performance of those services.

F. WRITTEN NOTICE:

**OWNER** will give prompt written notice to the **CONSULTANT** whenever the **OWNER** becomes aware of any event, occurrence, condition, or circumstance, which may substantially affect the **CONSULTANT'S** performance of its services under this **AGREEMENT**.

G. OTHER ACTIONS:

**OWNER** will take all municipal, corporate or other action as appropriate to authorize, finance and carry out this **AGREEMENT** and to ensure that this **AGREEMENT** constitutes a valid and binding **AGREEMENT** of the **OWNER**.

H. PERMITS AND APPROVALS:

**OWNER** will request approval and permits from all governmental authorities having jurisdiction over the Scope of Work (**PROJECT**) and such approvals and consents from others as may be necessary for completion of the **PROJECT**.

I. COMPENSATION:

1. Basic Services:

**OWNER** will pay **CONSULTANT** for performing the professional services for each **PROJECT** as established in the Scope of Work.

2. Additional Services:

Any additional professional services related to but not within the **PROJECT** will be performed by the **CONSULTANT** upon prior written request (See **EXHIBIT 3 – Change Order Form**) of **OWNER** and for an additional professional fee as the **OWNER** and **CONSULTANT** may agree.

3. Terms and Conditions - Fee:

The total fee shall not be exceeded without written approval of the **OWNER**. The fee arrangement is to be on an hourly basis only for work completed based on the rates that



prevail at the time services are rendered. Current rates are as shown on the attached schedule under **EXHIBIT 4** – Hourly Rate Schedule submitted by the **CONSULTANT** which is attached hereto and made a part of this **AGREEMENT**.

4. Payment of Invoices:

**Invoices are due and payable within 30 days of receipt and approval by OWNER.**

5. Disputed Invoices:

In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

#### **IV. GENERAL PROVISIONS**

##### **A. OWNERSHIP OF DOCUMENTS:**

The products of this **AGREEMENT** shall be the property of the **OWNER**. Upon completion or other termination of this **AGREEMENT**, the **CONSULTANT** will deliver to the **OWNER** reproducible copies of any text and graphic materials pertaining to this **AGREEMENT**. The **CONSULTANT** will also make available any calculations pertaining to this **AGREEMENT** and provide copies of specific calculations upon request by **OWNER**. No reports, information, or materials prepared by the **CONSULTANT** under this **AGREEMENT** shall be made available to any person or organization without the prior written approval of the **OWNER**.

##### **B. TERMINATION:**

This **AGREEMENT** may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party. No termination may be affected unless the other party is given ten (10) days written notice by Certified Mail and an opportunity for consultation with the terminating party. Adjustment for any termination shall provide for payment to the **CONSULTANT** for services rendered and expenses incurred reasonably proportionate to the **EXHIBIT 1** - Scope of Work for work accomplished prior to the date of notification of termination and including commitments by the **CONSULTANT** which had become firm prior to the date of notification of termination.

##### **C. SUBCONTRACTS:**

Any subcontracted professionals or outside associates required by the **CONSULTANT** in connection with the services covered by this **AGREEMENT** will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as are specifically authorized in writing by the **OWNER** during the performance of this **AGREEMENT**. Any substitutions in or additions to such subcontracted professionals or associates will be subject to the prior approval of the **OWNER**. The same insurance required of the **CONSULTANT** by the **OWNER** shall be required of the subcontractor by the **CONSULTANT** and will be similarly approved by the **OWNER**.

##### **D. SUCCESSORS AND ASSIGNS:**

The **OWNER** and **CONSULTANT** each binds himself and his partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this **AGREEMENT**. Except as above, neither **OWNER** nor **CONSULTANT** shall assign,

sublet, or transfer his interest in this **AGREEMENT** without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

**E. DISPUTE RESOLUTION:**

Any dispute arising between or among the Parties listed in this **AGREEMENT**, including without limitation a breach of such **AGREEMENT**, shall be subject to non-binding mediation in accordance with Rules as set forth for Mediated Settlement Conferences in Onslow County Superior Court.

**F. CONTROLLING LAW:**

This **AGREEMENT** is to be governed by the laws of the State of North Carolina. Any and all applicable laws, rules, and regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts will be construed pursuant to the laws of the State of North Carolina. All claims and disputes arising from any contract shall be construed pursuant to the laws of the State of North Carolina. The State of North Carolina is the proper jurisdiction for all claims and disputes arising under any contract, and the proper venue is the Onslow County Superior Court.

**V. EXECUTION**

In witness of the provisions of this **AGREEMENT**, the authorized representatives of the **CONSULTANT** and of the **OWNER** have executed this **AGREEMENT** effective this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**OWNER:**

**CONSULTANT:**

TOWN OF SWANSBORO  
NORTH CAROLINA

NAME OF CONSULTANT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name Printed: Jon Barlow

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

Title: Town Manager

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

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

**SEAL**

Email Address: \_\_\_\_\_



**CERTIFICATE OF TOWN ATTORNEY**

I, the undersigned, Francis P. Rasberry, Jr., the duly authorized and acting legal representative of THE TOWN OF SWANSBORO, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached **AGREEMENT** for \_\_\_\_\_ to provide professional **CONSULTING** services for the "Town of Swansboro Sidewalks Design Services project and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to executed said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Francis Rasberry

Date

**APPROVAL BY TOWN FINANCE OFFICER**

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

Account/Project#: \_\_\_\_\_ ( )

\_\_\_\_\_  
Signature

Amount of Agreement: \$ \_\_\_\_\_

\_\_\_\_\_  
Date

## **Notice to Proceed**

TO: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PROJECT DESCRIPTION: SWANSBORO SIDEWALKS DESIGN PROJECT

---

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK ON THE ABOVE-NAMED PROJECT IN ACCORDANCE WITH THE AGREEMENT DATED \_\_\_\_\_ ON \_\_\_\_\_ OR BEFORE \_\_\_\_\_ AND TO COMPLETE THE WORK WITHIN \_\_\_\_\_ CONSECUTIVE CALENDAR DAYS THEREAFTER ON OR BEFORE \_\_\_\_\_.

**TOWN OF SWANSBORO**

BY: \_\_\_\_\_  
 Jon Barlow, Town Manager

### **ACCEPTANCE OF NOTICE**

RECEIPT OF THE ABOVE NOTICE TO PROCEED  
 IS HEREBY ACKNOWLEDGED BY:

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **EXHIBIT 1 – SCOPE OF WORK.**

(Insert **after** Firm has been Selected)

## EXHIBIT 2 - INSURANCE REQUIREMENTS

(Contractor must obtain and provide proof of the following types of insurance on an Accord 25 Form with the dollar limits designated, if the box is checked)

(Insert Insurance Certificates)

Comprehensive General Liability

\$1,000,000 Single Limit/\$2,000,000 Aggregate  
\$2,000,000 Single Limit  
(Can be satisfied with \$1M GL and \$1M Umbrella/Excess insurance).

Comprehensive Automobile Liability

\$1,000,000 Single Limit

Excess Liability – Umbrella

\$1,000,000 Single Limit  
\$2,000,000 Single Limit

Builder's Risk

All Risk

Value of Bid

Worker's Compensation

NC Statutory Limits

Professional Errors and Omissions Liability Insurance:

\$1,000,000 Single Limit  
\$500,000 Single Limit

Other Insurances Required

Refer to the General Conditions (if applicable) regarding liability coverage for Asbestos

### ADDITIONAL INSURED:

The Town of Swansboro ***must*** be listed as an **Additional Insured** (AI) on the following insurance certificates:

1. Automobile Liability Insurance
2. Comprehensive General Liability Insurance
3. Umbrella Liability Insurance (if applicable)

**Insurers must be licensed (Admitted) in North Carolina.** For a complete list of companies **licensed** to do business in North Carolina, please visit the North Carolina Department of Insurance (NCDOI) website (<https://sbs.naic.org/solar-external-lookup/>). NCDOI lists licensed companies with the "Company Type" as "F&C", "Casualty", "Fire", "Life", or "Recip Non Assess," which meet the Town's insurance requirements. Company Types such as "Surplus Lines", "Authorized Reinsurers" and "Non-Admitted" carriers, etc. do not meet the Town's insurance requirements. The Certificate Holder shall be: Town of Swansboro, Attn: Finance Dept., 601 W. Corbett Avenue, Swansboro, NC 28584

COI'S MAY BE EMAILED DIRECTLY TO: [sjohnson@ci.swansboro.nc.us](mailto:sjohnson@ci.swansboro.nc.us)

## EXHIBIT 3 - CHANGE ORDER FORM

### CONTRACT/PURCHASE ORDER CHANGE REQUEST

*Use the tab button to move across fields*

☐

CONTRACT CHANGE ORDER

☐

PURCHASE ORDER CHANGE

PROJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CHANGE ORDER \_\_\_\_\_

P.O.# \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

Current Contract / P.O. Amount

Contract / P.O. Increase/Decrease

Contract Days

New Contract / P.O.

Justification/Description of change

The Above Changes Are Proposed/Acceptable:

Signature \_\_\_\_\_

\*\* Contractor

Date \_\_\_\_\_

Signature \_\_\_\_\_

\*\* CONSULTANT/Inspector

Date \_\_\_\_\_

The Above Changes Are Recommended:

Signature \_\_\_\_\_

Department Head

Date \_\_\_\_\_

Approval of Finance Officer:

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

Signature \_\_\_\_\_

Finance Director

Date \_\_\_\_\_

The Above Changes Are Approved:

Signature \_\_\_\_\_

\*\* Town Manager

Date \_\_\_\_\_

\*\* These signatures are required for contract change orders only



## **EXHIBIT 4 – SCHEDULE OF FEES**

(Submit upon execution of contract)

## **EXHIBIT 5 – Consultant’s Proposal**

(Insert **after** Firm has been Selected)

February 17, 2025

Mr. Jon Barlow, Town Manager  
Town of Swansboro  
601 Corbett Avenue  
Swansboro, NC 28584

Phone: (910) 326-4428  
Email: [tnmgr@ci.swansboro.nc.us](mailto:tnmgr@ci.swansboro.nc.us)

**Re: Swansboro Sidewalks Design Project [25078]  
Statement of Qualifications  
Swansboro, North Carolina**

Dear Mr. Barlow:

Please find copies of the Statement of Qualifications for the Arendell Engineers team proposed for the referenced project. This submittal is prepared in accordance with the instructions in the Town's RFQ.

We appreciate the opportunity to provide our qualifications for this interesting project. The project is a good fit to the experience and qualifications of the members of our team. Our firm has completed sidewalks and walkways for multiple municipalities including the towns of Morehead City, Pine Knoll Shores, Newport, and Indian Beach in addition to sidewalk design for private entities. The objective of Arendell Engineers in assembling this team is to bring to the project highly qualified professionals with proven capabilities and experience, and firms that we have working relationships with.

We acknowledge that no addenda were issued to accompany this RFQ as noted on the Town's website.

We acknowledge that we are willing to meet all requirements set forth in the contract included in this RFQ, and we are prepared to sign the agreement as written.

We would welcome the opportunity to meet with you and explain our project approach and answer any questions you may have concerning the members of the team and our approach to the project.

Please contact me if you have any questions.

Sincerely,

**ARENDELL ENGINEERS PA**



John J. Wade, P.E.  
President

Attachments

## PROJECT DESCRIPTION

The Town of Swansboro (the “Town”) intends to construct multiple sidewalk sections along NCDOT owned roadway within the Town primarily using local funds. The Town is looking to hire a qualified engineering firm to complete the design, permitting, bidding & negotiation services, and construction administration for the multiple sidewalk projects.

## PROJECT AREA

The project sections include improvements along Highway 24, Main Street Extension, Hammocks Beach Road, Old Hammock Road, Old Hammocks Beach Road, and Queens Creek Road. The lengths of the sidewalks in each section vary, but in total will measure approximately 7,031 linear feet (1.33 miles). The Town would like to construct 5’ wide sidewalks at each location.

## PROJECT TEAM

The project team proposed consists of Arendell Engineers PA and James I. Phillips Land Surveying. Arendell Engineers and James I. Phillips Land Surveying have completed sidewalk and walkway projects for multiple municipalities including Morehead City, Town of Newport, Town of Pine Knoll Shores, and the Town of Indian Beach. These projects were very similar in nature to what the Town of Swansboro is proposing and required topographic and boundary surveys, NCDOT encroachment permits, bidding & negotiation services, and administration of the contract with the selected contractor.

- **Arendell Engineers, PA, 1004 Arendell Street, Morehead City, NC 28557.** Arendell Engineers will be the Project Manager and provide civil engineering services. The principal-in-charge (PIC) will be John J. Wade, P.E. The PIC is ultimately responsible to the Town for successful execution of the project. The Project Manager will be Graham Strother, P.E. Mr. Strother will be the principal contact of the Town and responsible for organizing the work of members of the project team and is an experienced municipal and military Engineer and an indispensable member of the Arendell Engineers team. John S. Titus, E.I. will provide additional civil engineering support.
- **James I. Phillips Land Surveying PA, 379 Arrington Rd., Beaufort, NC 28516.** James Phillips is a licensed professional Land Surveyor in North Carolina (# L-3151), has practiced in Carteret County for over 40 years. Phillips will provide land surveying data collection services. James Phillips is the principal of JIP and has partnered with Arendell Engineer on many projects in Carteret County and Eastern North Carolina. JIP will provide control surveying, target placement and verification of ground truth for the photogrammetric mapping work.

Arendell Engineers is based in Morehead City, North Carolina while James I. Phillips Land Surveying is based in Beaufort, North Carolian. Graham D. Strother, P.E. of Arendell Engineers will be the Project Manager.

## PROPOSED SCOPE OF WORK

The following sections will highlight the approach that Arendell Engineers & James I. Phillips Land Surveying. Greater detail is provided in the Project Approach/Project Management sections with respect to each task to be performed, and how they will support the goals of the Town of Swansboro’s sidewalk improvements across multiple locations in Town.

It is understood that the Town has prioritized the potential locations for each sidewalk section proposed, and we intend to provide a design that maximizes the Town’s available funding to provide the highest level of pedestrian connectivity. Arendell Engineers will continuously look for efficiencies to be gained through design and construction, and will recommend phasing plans that complement each area’s optimal construction period based on observations and input from Town staff.



## PROJECT APPROACH/PROJECT MANAGEMENT

Our approach to the Swansboro Sidewalks Design project is multi-phased. The project approach provided below is based on the land area of the project, the level of development, and our experience in other communities in coastal North Carolina. The following task list illustrates our approach to the project as we understand the project requirements. Prior to entering into an agreement for services, we would make a more complete assessment of the project requirements, revise the scope of services and develop fees based on the revised scope and schedule. The following preliminary project approach is proposed:

### 1.0 – CLIENT COORDINATION AND DATA COLLECTION

Following receipt of written authorization to proceed with Site Evaluation and Data Collection, the ENGINEER shall:

- 1.1 *Coordination with CLIENT.* Work with the CLIENT to identify the overall project goals and confirm the scope of the project and the project schedule.
- 1.2 *Topographic and location surveying.* Conduct a location of the streets and shoulders to the right-of-way lines and on private properties along each North Carolina Department of Transportation road where the sidewalks will be located. Surveying also includes location and topographic surveying of right-way-lines and property corners, edge of pavements and road centerlines, and location of existing underground & overhead utilities.

### 2.0 – PRELIMINARY DESIGN AND COST OPINION

Following receipt of written authorization to proceed with Preliminary Design, the ENGINEER shall:

- 2.1 *Preliminary Design.* Complete preliminary design of the sidewalk improvements. Meet with the CLIENT in person to review location of sidewalk and coordinate project elements and approve the preliminary design.
- 2.2 *Opinion of probable costs.* Prepare opinions of probable costs for the sidewalk as represented in the preliminary design. Submit to the CLIENT for approval.

### 3.0 – FINAL DESIGN, PERMITTING AND COST OPINIONS

Following approval of the preliminary design by the CLIENT, the ENGINEER shall:

- 3.1 *Final design.* Based on the approved preliminary design and the topographic and location survey prepare, for incorporation into the Contract Documents, final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor(s) (hereinafter called “Drawings”) and Specifications.
- 3.2 *Permitting and NCDOT approval.* Meet with NCDOT personnel before and during project to coordinate project elements and preparation and submittal of documents.
- 3.3 *Update opinion of probable project costs.* Prepare opinions of probable project costs for the sidewalk improvements developed in task 2.2. The opinions will include costs for construction and contingencies.

- 3.4 *Present final design to CLIENT.* Prior to final submittal to NCDOT, present the Final Design Documents including the opinion of probable construction costs, to the CLIENT in person. Assist the CLIENT in review of the documents.

#### 4.0 BIDDING AND NEGOTIATIONS

Upon CLIENT authorization to proceed with Bidding and Negotiation, the ENGINEER shall:

- 4.1 *Advertise for Bids.* Assist CLIENT in advertising for and obtaining bids for construction, materials, equipment and services and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conference and receive and process deposits for Bidding Documents.
- 4.2 *Issue Addenda.* Issue Addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 4.3 *Evaluate Subcontractors.* Consult with and advise the CLIENT as to acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 4.4 *Substitute Materials.* Consult with the CLIENT concerning and determine the acceptability of substitute materials and equipment proposed by the contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 4.5 *Bid Opening.* Attend the bid opening, prepare bid tabulation summary and assist the CLIENT in assembling and awarding contracts for construction, materials, equipment or services. Issue Notice of Award. Prepare contract documents for execution by CLIENT and Contractor. Issue notice of award and notice to proceed.

#### 5.0 CONSTRUCTION ADMINISTRATION

Upon CLIENT authorization to proceed with Construction Administration, the ENGINEER shall:

- 5.1 *General Administration of the Construction Contract.* Consult with and advise the CLIENT and act as their representative as provided in the Standard General Conditions of the Construction Contract. The extent and limitations of the duties of the ENGINEER as assigned in the Standard General Conditions shall not be modified, except as the ENGINEER may agree to in writing. All of CLIENT instructions to the contractor shall be issued through the ENGINEER who will have the authority to act on behalf of the CLIENT to the extent provided in the Standard General Conditions except as otherwise provided in writing.
- 5.2 *Visits to the Site and Observation of Construction.* Make visits to the site at intervals appropriate to the various stages of Construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the contractor(s)' work. Based on information obtained during the site visits and on observations by other members of the project team, the ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the ENGINEER shall keep the CLIENT informed of the progress of the work.
- 5.3 *Defective Work.* During such site visits and on the basis of observations of the work, the ENGINEER may disapprove of or reject the contractor(s)' work while it is in progress if ENGINEER believes the work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.



- 5.4 *Interpretations and Clarifications.* Issue necessary interpretations and clarifications of the Contract Documents and in connection herewith prepare work directive changes or change orders as required.
- 5.5 *Shop Drawings.* Review and approve (or take action to obtain review and approval by the appropriate member of the project team) Shop Drawings, samples and other data which contractor(s) is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 5.6 *Substitutes.* Evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor(s).
- 5.7 *Inspections and Tests.* Have authority, as representative of the CLIENT, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with the Contract Documents).
- 5.8 *Disputes between CLIENT and Contractor.* Act as the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the CLIENT and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 5.9 *Applications for Payment.* Based on the ENGINEER's on-site observations as an experienced and qualified design professional and upon review of applications for payment and the accompanying data and schedules, the ENGINEER shall determine the amounts owed to the contractor(s) and recommend in writing payments to the contractor(s).
- 5.10 *Inspections.* Conduct an inspection of the work to determine if the work is Substantially Complete and a final inspection to determine if the work is acceptable so that recommendations can be made in writing to the CLIENT for final payment to the Contractor.

#### **PROJECT SCHEDULE.**

Based on our knowledge of the scope of the project from the Town's RFQ, and to serve as a basis of discussion, we have developed a preliminary schedule for the scope of services described above. In developing the schedule we have been conservative in assigning time periods required for each task. Based on a project start date of April 1, 2025, the preliminary schedule shows the following:

- Client Coordination & Data Collection: April 1 – June 30, 2025 (3 months)
- Preliminary Design & Cost Opinion: July 1 – September 31, 2025 (3 months)
- Final Design, Permitting, and Cost Opinion: October 1 – November 30, 2025 (2 Months)
- Bidding and Negotiations: December 1, 2025 – January 15, 2026 (1.5 Months)
- Construction Administration: February 1 – July 31, 2026 (6 months)

**PAST PERFORMANCE.**

The project experience of Arendell Engineers on a few similar projects is provided below. Each project we have completed involved surveying and design, permitting, bidding and negotiation, contract administration, and project closeout.

**LOCAL GOVERNMENT ACCESS IMPROVEMENT PROJECTS (LISTED BY MOST RECENT)**

- ***Indian Beach Boardwalk Replacement, Town of Indian Beach, Indian Beach, NC.***  
Completed surveying, planning, site design, bidding and negotiation for an approximately 600 linear foot timber boardwalk replacement on Town property. Responsibilities included site layout, NCDOT permitting, bidding and negotiation, and contract administration. Project was awarded in October of 2024, and is scheduled for completion in late April of 2025.
- ***Chatham Street Sidewalk Improvements, Town of Newport, Newport, NC***  
***Phase I*** – Completed planning, design, permitting, bidding and negotiation, and contract administration for approximately 1,200 linear feet of concrete sidewalk, as well as drainage improvements, within NCDOT right of way in Town of Newport City Limits. This was phase one of a two-phase plan to connect areas of incomplete or incongruous pedestrian access paths to facilitate pedestrian access from Downtown Newport to extended Town limits of Newport. Responsibilities included site layout design, grading and drainage improvements, permitting, and contract administration. Project was completed in June of 2024  
  
***Phase II*** – This phase includes surveying, design, bidding and negotiation, and contract administration service for approximately 934 linear feet of concrete sidewalk, as well as drainage improvements, within NCDOT right of way in Town of Newport City Limits. Responsibilities include site layout design, grading and drainage improvements, permitting, and contract administration. This project will complete the initial two phases of the Town's sidewalk plan. This section of sidewalk will connect Fort Benjamin Park all the way to Downtown Newport via concrete sidewalk. Design is currently underway for this project, with bidding and negotiation anticipated to commence in May of 2025.
- ***Carteret Community College Walkway Extension, Carteret Community College, Morehead City, NC*** - Completed planning, design, permitting, bidding and negotiation, and contract administration for approximately 1,500 linear feet of 10' wide concrete multi-use path, and widening of existing concrete sidewalk sections in support of the College's pedestrian path plan. Project was completed in January of 2023.
- ***Town of Pine Knoll Shores Sidewalk Improvements, Town of Pine Knoll Shores, Pine Knoll Shores, NC*** - Completed planning, design, permitting, and cost opinions for approximately 6,370 linear feet of concrete sidewalk on NC Highway 58 with Town of Pine Knoll Shores Town limits. Project included multiple sections of modular block retaining wall design along the sidewalk alignment to meet desired grade separation for the sidewalk from the roadway. The entirety of the project was elected by the Town to be executed in phases. The first phase was completed in 2015, and the final phase completed in 2017.



**REFERENCES FOR PROJECTS WITHIN PAST 5 YEARS:**

- Town of Morehead City
  - Contact: Daniel Williams, Public Services Manager, Assistant City Manager
  - Address: 1100 Bridges Street, Morehead City, NC 2855
  - Phone: 252-726-6848
  - Email: [Daniel.Williams@moreheadcitync.org](mailto:Daniel.Williams@moreheadcitync.org)
- Town of Newport
  - Contact(s): William Shanahan, Town Manager; Bernie Hall, Utilities Director
  - Address: 200 Howard Boulevard, Newport, NC
  - Phone: 252-223-4749
  - Email: [manager@newportnc.gov](mailto:manager@newportnc.gov); [bhall@newportnc.gov](mailto:bhall@newportnc.gov)
- Town of Pine Knoll Shores
  - Contact: Julie Anderson, Town Manager
  - Address: 100 Municipal Circle, Pine Knoll Shores, NC 28512
  - Phone: 252-247-4353, ext. 14
  - Email: [manager@townofpks.com](mailto:manager@townofpks.com)
- Town of Indian Beach
  - Contact: Tim White, Town Manager
  - Address: 1400 Salter Path Road, Indian Beach, NC 28512
  - Phone: 252-247-3344
  - Email: [twhite@indianbeach.org](mailto:twhite@indianbeach.org)

**EXPERIENCE AND QUALIFICATIONS OF THE PROJECT TEAM.**

Information on each member of the proposed project team is provided. The information includes general information on each firm and identification and resumes for individuals in each firm that will be responsible for completing the scope of services. Information of each firm is attached.

## Our Brief History

Arendell Engineers was started as a veteran owned small business engineering firm on October 13, 2014 in Morehead City, North Carolina as a partnership of the new and the old in engineering experience. James W. (Bill) Forman joined with John J. Wade to form the company and to provide general civil and waterfront engineering services in Eastern and Coastal North Carolina. Although a new firm, the principals bring over 50 years of experience in specific practice areas including waterfront and coastal development, construction administration, environmental engineering and sustainable development, dredging and navigation engineering, coastal engineering, small craft harbor and marina engineering, municipal engineering and facilities maintenance.

Our clients have included individuals, private developers, property managers, property owners associations, municipal, county, state and federal governments, the military and public utility companies.

## Partnering and Collaboration

Our experience allows us to bring a broad geographic perspective to local projects. Our network of associate engineering, surveying, environmental, planning, urban design, landscape architecture and architectural firms allows us to assemble teams that have prior experience working together on complicated projects and bring a high level of technical expertise to our client's projects that would not otherwise be locally available.

## Our Mission

Deliver solutions to problems that are innovative, practical, cost-effective and efficient while distinguishing ourselves from the competition with broad ranging experience solving problems with creativity and integrity for many client and project types.

## Our Vision

At Arendell Engineers, creativity and client satisfaction are our business. We view ourselves as problem solvers with the experience to clearly define problems and then apply technical expertise and creativity to the solutions. We strive to be the best that we can be at what we do. We remain committed to providing innovative solutions and to being at the industry forefront in technology.



## Our Values

Our values define our culture and reputation, govern our actions and reinforce the essential beliefs that sustain Arendell Engineers.

- Integrity and our reputation are our most important assets.
- Envision ourselves as problem solvers.
- Maintain a strong tradition of ethical conduct as the foundation of our business.
- Maintain strict accountability with our Clients.
- Respect all of the people we encounter in our business and project experience including our clients, competitors, regulatory persons and the public.
- Never rest on past successes and constantly improve our skills and the tools and approaches that we utilize to solve problems for our clients.
- Strive for perfection but accept excellence on our project assignments.
- Strive to constantly exceed our clients' expectations.
- Value the hard work and promote creativity of our employees.
- Be active citizens within our community.



## SERVICES & CAPABILITIES

### ENVIRONMENTAL ENGINEERING & SUSTAINABLE DEVELOPMENT

Environmental assessments & impact statements  
 Coastal Area Management Act permitting  
 SEPA/NEPA coordination  
 Wastewater discharge & non-discharge permitting  
 Erosion & sediment control design & permitting  
 Stormwater treatment analysis & design  
 Stormwater reuse systems  
 On-site surface & subsurface effluent disposal  
 Wastewater treatment & reuse systems  
 Biological treatment process modeling

### CONSTRUCTION ADMINISTRATION

Scheduling & progress tracking  
 Work planning  
 Quality assurance  
 Preparation of opinions of probable costs  
 Risk management  
 Claims control  
 Contractor evaluation  
 Bid evaluation & contractor selection  
 Construction observation & contract administration

### WATERFRONT AND LAND DEVELOPMENT

Site planning & planning approvals  
 Residential & commercial site development  
 Conceptual, feasibility, and highest & best use studies  
 Redevelopment of urban & industrial waterfronts  
 Support of regional & local economic development  
 Community consensus building  
 Drainage & hydraulic studies & design  
 Roadways, urban streets & parking facilities  
 Stormwater management & treatment facilities  
 Water distribution & treatment  
 Gravity & pressure wastewater collection systems  
 Waterfront parks, sidewalks & public space design

### DREDGING & NAVIGATION ENGINEERING

Design of recreational & commercial channels  
 Boating traffic studies  
 Formulation of long term dredging & disposal plans  
 Chemical & physical analyses of dredged material  
 Dredge & fill permitting  
 Confined disposal area & hydraulic structures  
 Disposal alternative studies  
 Administration of dredging & disposal contracts

### FACILITIES MAINTENANCE ENGINEERING

Building systems evaluation  
 Building components condition and life cycle evaluations  
 Building damage assessment and rehabilitation  
 Roof assessments and replacement  
 Construction observation & contract administration  
 Construction management





### COASTAL ENGINEERING

Living shorelines and soft stabilization solutions  
 Shoreline erosion assessment and stabilization  
 Wind & wave studies  
 Wave diffraction & refraction studies  
 Beach nourishment design  
 Pipeline beach crossings, direct burial & HDD  
 Wave loads on structures  
 Coastal structures, groins, jetties & breakwaters  
 Beach management – dune fencing & vegetation

### STRUCTURAL ENGINEERING

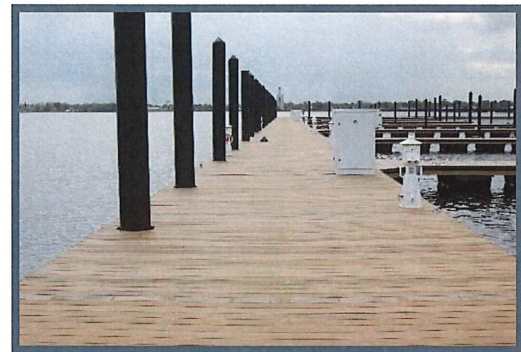
Timber piers & wharfs  
 Design of timber structures  
 Bulkheads & earth retention structures  
 Residential structures in coastal & flood prone areas

### MUNICIPAL ENGINEERING

Wastewater collection & pumping systems  
 Water distribution systems  
 Wastewater treatment  
 Utilities engineering  
 Infrastructure assessments  
 Utility rate analysis  
 Wastewater pumping stations  
 Parking lot design & parking studies  
 Aboveground storage tanks  
 Street, highway & intersection design

### SMALL CRAFT HARBORS & MARINAS

Marina master planning  
 Floating & fixed breakwaters  
 Boatyards & marine industrial facilities  
 Marina feasibility studies & site evaluations  
 Facility renovations & repair  
 Evaluation & procurement of floating dock systems  
 Marina & waterfront utility systems  
 Dry stack boat storage facilities  
 Design of floating dock pile & cable mooring systems  
 Marina fire protection systems





## RESUME

**JOHN J. WADE, P.E.**

*President, Arendell Engineers PA*

EDUCATION      B.S.C.E. West Virginia University, Morgantown, West Virginia, 2010

REGISTRATION      Professional Engineer North Carolina 2014, #42158

Mr. Wade is Vice President and co-founder of Arendell Engineers. He has worked in the consulting engineering business for over ten years as a project civil engineer and project manager. He has developed specialties through experience in waterfront development, structural engineering of waterfront structures including bulkheads and docks, shoreline stabilization, facilities management engineering, environmental and municipal engineering including stormwater management and treatment, design of gravity and low pressure sewer collection systems, water distribution systems, streets and sidewalks, condition assessments of gravity sewer and administration of construction contracts. Mr. Wade's clients have included individuals, developers, municipalities, property management firms, and homeowners associations. Projects for which he has had responsible charge on include:

- **Town of Pine Knoll Shores Sidewalk Extensions.** Completed design of multiple concrete sidewalk and timber bridge sidewalk sections including NCDOT permitting.
- **Chatham Street Sidewalk Improvements, Town of Newport, Newport, NC.** Completed planning, design, permitting, bidding and negotiation, and contract administration for approximately 1,200 linear feet of concrete sidewalk, as well as drainage improvements, within NCDOT right of way in Town of Newport City Limits. This was phase one of a two-phase plan to connect areas of incomplete or incongruous pedestrian access paths to facilitate pedestrian access from Downtown Newport to extended Town limits of Newport. Responsibilities included site layout design, grading and drainage improvements, permitting, and contract administration. Project was completed in June of 2024
- **Carteret Community College Walkway Extension, Carteret Community College, Morehead City, NC** - Completed planning, design, permitting, bidding and negotiation, and contract administration for approximately 1,500 linear feet of 10' wide concrete multi-use path, and widening of existing concrete sidewalk sections in support of the College's pedestrian path plan. Project was completed in January of 2023.
- **Camp Sea Gull Shoreline Stabilization, YMCA of the Triangle Area, Arapahoe, Pamlico County, NC.** Project engineers in conjunction with Raymond Engineering proving coastal engineering expertise for rehabilitation of approximately 1,820 feet of bluff shoreline severely damaged during Hurricane Florence
- **Maintenance Dredging, HarborSide Club at 70 West, Morehead City, Carteret County, NC.** Project engineers for dredging of some 1000 cubic yards from marina in and around boat slips by bucket and barge methods with material disposal at approved upland location. Responsible for pre-dredging surveying, permitting, construction documents and contract administration. Dredging was completed in September 2021.
- **Wainwright Slough, Core Sound, Carteret County, NC** Worked with Moffatt & Nichol providing construction administration services for hydraulic dredging of some 40,000 cubic yards by hydraulic dredging with disposal in existing disposal island adjacent to the channel location. The
- **Front Street Village Marina and Waterfront Facilities, Beaufort, NC.** Project engineer for permitting, preparation of construction documents for dredging by mechanical dredging of an expanded deep water area including design of steel sheet pile marginal bulkheads and marina facilities.

- **Jaycee Park Boat Docks, Town of Morehead City, NC.** Project engineer for permitting, preparation of construction documents and construction administration for dredging by bucket and barge dredging of an expanded deep water area for municipal boat docks and installation of ten fifty foot floating dock boat slips including mooring piles, utilities and fire protection systems.
- **Waterfront Master Plan, Town of Morehead City, NC.** Project engineers for development of a waterfront master plan for relocation of the pier head line and expansion of boating facilities along the Town's Bulkhead Channel including presentation to stakeholders and consensus building.
- **East End Drainage Project, Pine Knoll Shores, North Carolina** – Completed master plan for a neighborhood in town that experience significant flooding during periods of severe rainfall. Developed project package for the successful grant of a zero-interest loan from the State of North Carolina to complete the first phase. Coordinated with State environmental officials for use of existing golf course ponds to serve as wet detention ponds to provide treatment of stormwater prior to discharge to Bogue Sound.
- **Williams Wharf, Mathews, Virginia** – Completed the environmental permitting for the construction of a waterfront community rowing center on an old fish factory site. Coordinated with local officials for the approval of the site plan.
- **Newport River Pier Extension, Morehead City, North Carolina** – Completed environmental permitting and construction plans for a 152' extension of a timber public fishing pier. Provided bidding & negotiating and construction administration services for the Town.
- **Front Street Village, Beaufort, North Carolina** – Completed planning, stormwater permitting and site development engineering, for redevelopment of industrial fish oil and meal factory site to dry storage marina facility.
- **Front Street Village, Phase 2, Beaufort, North Carolina** – Completed site development engineering, for hotel, restaurant and residential development, public roadway improvements, stormwater management and treatment and gravity sewer collection and pumping facilities, and potable water utilities.
- **Front Street Village Phase 3, Beaufort, North Carolina** – Completed planning and site development engineering for 303 slip dry storage building including grading and stormwater management, treatment, and erosion control design and permitting.
- **Moss Landing, Washington, North Carolina** – Completed construction documents for phase 2 of the 40 single family lots Moss Landing project including low pressure sewer collection systems, and grading stormwater management and erosion control predesign and permitting.
- **10<sup>th</sup> Street Groin and Pier – Town of Morehead City, North Carolina** – Completed design and preparation of plans and specifications for rehabilitation of groin and timber pier and Town of Morehead municipal park and boat launching facility.

## RESUME

**GRAHAM D. STROTHER, P.E.**

*Vice President/Project Engineer*

**EDUCATION**      B.S.C.E. North Carolina State University, Raleigh, North Carolina, 2009

**REGISTRATION**      Professional Engineer North Carolina 2014, #41482

Mr. Strother has over fifteen years' experience, with the majority of time spent on local, state, & federal government projects. He has worked in the consulting engineering business for two and a half years, and his focus has been on waterfront, site access, and site planning projects, as well as state and federal agency permitting. During his time with the federal government, he worked as project planner, government reviewer, and project manager for a wide array of design-build and design-bid-build projects including major utility upgrades, airfield pavement repairs, and aircraft maintenance hangar construction. During his time in local government, he worked in design of municipal engineering projects such as water distribution systems, gravity sewer collection, stormwater collection and management, streets and sidewalks, conditions assessments of storm and sanitary sewers, as well as construction and contract administration. Typical projects for which he has been in responsible charge include:

- **Historic Bath Bulkhead Rehabilitation, NC Department of Natural and Cultural Resources, Bath, NC** - Project engineer for design of approximately 1250 linear feet of vinyl bulkhead on State-owned property. Responsibilities included permitting, production of construction documents, and contract administration.
- **Indian Beach Boardwalk Replacement, Town of Indian Beach, Indian Beach, NC** – Completed planning and site design for an approximately 600 linear foot timber boardwalk replacement on Town property. Responsibilities included site layout, permitting, and contract administration.
- **Sea Isle Plantation Marina, Indian Beach, North Carolina** – Worked with Bobby Cahoon Marine Construction on producing permitting and construction documents for replacement of approximately 1700 linear feet of fixed dock, 500 linear feet of access walkways, 1350 linear feet of finger piers, and incorporation of fire protection requirements throughout the marina.
- **Chatham Street Sidewalk Improvements, Town of Newport, Newport, NC** – Completed planning, design, permitting, and contract administration for approximately 1,200 linear feet of concrete sidewalk, as well as drainage improvements, within NCDOT right of way in Town of Newport City Limits. Responsibilities included site layout design, grading and drainage improvements, permitting, and contract administration.
- **Public Safety Training Facility-Phase I, Carteret Community College, Beaufort, NC** – Completed planning and site development engineering for supporting infrastructure for a three-story fire training tower facility. Responsibilities included site layout, grading, drainage, erosion control, permitting, and contract administration.
- **Carteret Community College Walkway Extension, Carteret Community College, Morehead City, NC** – Provided contract administration for in-house design services of approximately 1,500 linear feet of 10' wide concrete sidewalk on the main campus of Carteret Community College. Responsibilities included design and alignment changes during construction, as well as coordination with Town of Morehead City on encroachment agreements for the new sidewalk.



Work performed while employed with other organizations:

- **Naval Facilities Engineering Command, MCAS Cherry Point & MCB Camp Lejeune, North Carolina** – Served as Federal Government Project Manager for twenty-four Military Construction (MILCON) projects, totaling \$1.2 Billion in value. Oversight of federal contract design and construction requirements, as well as ensuring that project funds are expended in accordance with federal acquisition and funding laws. Served as Contracting Officer's Representative (COR) for execution of applicable contract changes.
- **Neuse Boulevard Sidewalk Improvements, Phase 1 & 2, City of New Bern, North Carolina** – Project engineer for approximately two miles of new sidewalk installation and rehabilitation, including retaining wall design, drainage improvements, and easement acquisition funded by NCDOT and Federal Highway Administration. Completed under supervision of City Engineer as City of New Bern Staff Engineer.
- **Safe Routes to School, Phase 2, City of New Bern, North Carolina** – Design, construction and contract administration, and easement acquisition of NCDOT & Federal Highway Administration-funded sidewalk construction projects in support of Safe Routes to School initiative within City of New Bern. Completed under supervision of City Engineer as City of New Bern Staff Engineer.
- **Change Street Rehabilitation, City of New Bern, North Carolina** – Design of complete removal and replacement of all subsurface utilities, streetscape, pavement, and drainage for 850 linear feet City street within Historic District. Responsible for production of construction and bidding documents, construction administration, and public interest meetings. Completed under supervision of City Engineer as City of New Bern Staff Engineer.
- **High School Drive Rehabilitation, City of New Bern, North Carolina** – Design of complete removal and replacement of all subsurface utilities, streetscape, pavement, and drainage for 950 linear feet of City street. Responsible for production of construction and bidding documents, construction administration, and public interest meetings. Completed under supervision of City Engineer as City of New Bern Staff Engineer.

# James Ira Phillips III, PLS

## Objective

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I would like to be the best professional land surveyor that I can be. In order to accomplish this I will incorporate all of my knowledge of older land surveying techniques with modern technology and techniques.

## Professional Accomplishments

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### Professional Land Surveyor

- Owner\President of James Phillips Land Surveying PA-All those responsibilities that go along with running a professional land surveying business and performing and mapping land surveys. All manner and types of construction stakeout.

### Professional Land Surveyor

- Powell and Phillips Land Surveying Pa- All those responsibilities that go along with running a professional land surveying business and performing and mapping land surveys. All manner and types of construction stakeout.

### Party Chief

- Performing and mapping land surveys. All manner and types of construction stakeout.

## Employment History

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March 1982	Instrument operator	James L. Powell Land Surveying, Beaufort, N.C. 28516
July 1988	Registered Land Surveyor	James L. Powell Land Surveying, Beaufort, N.C. 28516
May 1991	Professional Land Surveyor and owner	James I. Phillips Land Surveying PA, Beaufort, N.C. 28516

## Education

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December 17, 1981	Bachelor of Science	East Carolina University, Greenville, N.C.
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## References

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References are available on request.



# Board of Commissioners Meeting Agenda Item Submittal

Item To Be Considered: **Resolution Authorizing Acquisition of Real Property by Proceedings in Eminent Domain**

Board Meeting Date: **March 11, 2025**

Prepared By: **Jon Barlow – Town Manager**

**Overview:** The Town Board of Commissioners has determined there is a need for a new Emergency Operations Center and Public Safety Building (EOC/PSB). The Board of Commissioners appointed EOC/PSB Site Selection Committee has recommended the acquisition of a 10-acre site located on the south side of Hwy. 24 close to the intersection of Old Hammocks Beach Rd. (PIN 536405087796 and PIN 536405089589)

**Background:** The proposed EOC site has been determined to be the most suitable location to construct the new EOC/PSB facility. Several attempts to communicate with the property owners to negotiate mutually agreeable terms have been unsuccessful. Efforts to negotiate mutually satisfactory terms for the acquisition of the property will continue. However, adoption of the attached resolution by the Town Board of Commissioners authorizes the acquisition of the property by exercise of its eminent domain authority under Article 3 of Chapter 40A of the North Carolina General Statutes.

**Background Attachment(s):**

1. Resolution 2025-R3 Authorizing Acquisition of Real Property of George Perry, Mark Perry, Jr., Maria McReynolds ET AL By Proceedings in Eminent Domain.
2. Map of properties

**Recommended Action:** Adopt Resolution 2025-R3 authorizing staff to commence the acquisition of the property by exercise of its eminent domain authority under Article 3 of Chapter 40A of the North Carolina General Statutes.

**Action:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**RESOLUTION 2025-R3****AUTHORIZING ACQUISITION OF REAL PROPERTY OF GEORGE PERRY, MARK PERRY, JR.,  
MARIA MCREYNOLDS, ET AL BY PROCEEDINGS IN EMINENT DOMAIN**

WHEREAS, the Town of Swansboro has provided, and continues to provide, law enforcement, fire suppression, emergency medical, and other public safety services to the citizens of the Town and surrounding areas; and

WHEREAS, the Swansboro Board of Commissioners has determined that it is necessary and expedient for the Town to expand and improve its facilities for such services, specifically, to develop and construct a centralized facility to be known as the Emergency Operations Center/ Public Safety Building (“EOC/PSB”): and

WHEREAS, the Board of Commissioners, through its Emergency Operations Center/Public Safety Building Site Selection Committee, has attempted to evaluate and identify suitable sites for development of the EOC/PSB facility; and

WHEREAS, the Board has determined that the property located along West Corbett Avenue, as more particular described herein, is most suitable for the proposed EOC/PSB facility; and

WHEREAS, the Town has attempted to communicate with the Property owners to negotiate mutually agreeable terms for acquisition of the Property, but such efforts have thus far not been successful; and

WHEREAS, it is of critical importance for the Town to provide the highest level of public safety and emergency services to its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE SWANSBORO BOARD OF COMMISSIONERS as follows:

1. The Board of Commissioners hereby authorizes the acquisition of the Property by exercise of its eminent domain authority under Article 3 of Chapter 40A of the North Carolina General Statutes, such Property being described as follows:

The property located along West Corbett Avenue (U.S. Highway # 24), south side, comprising approximately 10 acres; having PIN-536405087796, REID# 049364, and PIN-536405089589, REID# 033128, respectively; and respectively described by instruments recorded in Deed Book 947, Page 80, and Deed Book 972, Page 291, Onslow County Registry.

2. Subject to ongoing efforts to negotiate mutually satisfactory terms for acquisition of the Property, the attorneys for the Town are directed to initiate eminent domain (condemnation) proceedings in the name of the Town of Swansboro, in accordance with applicable provisions of the North Carolina General Statutes.

Adopted: March 11, 2025

Effective: Upon adoption.

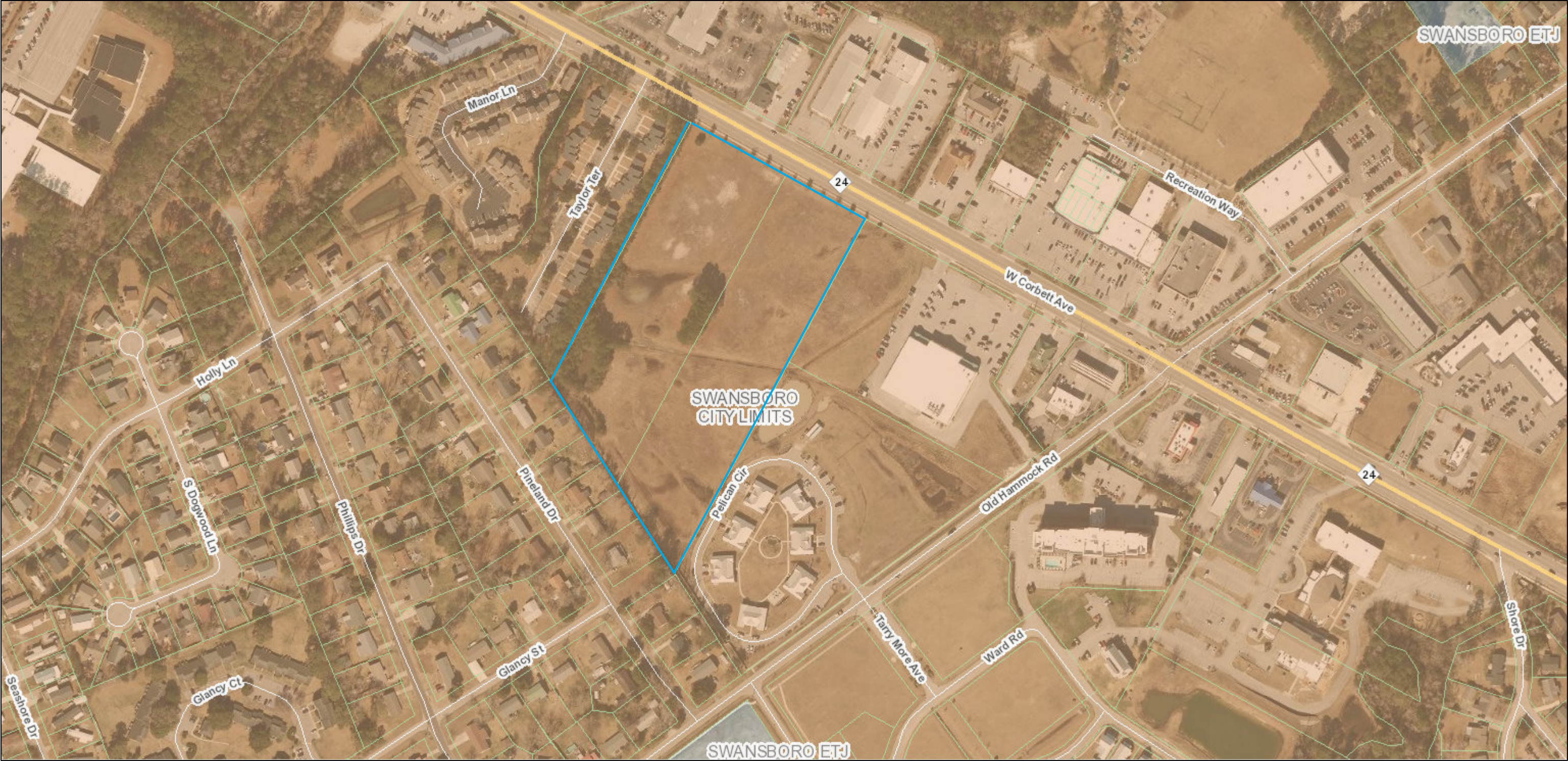
\_\_\_\_\_  
William Justice, Mayor

Attest:

\_\_\_\_\_  
Alissa Fender, Town Clerk



# Onslow County



March 6, 2025

- Street Centerlines

Streets

Major Roads

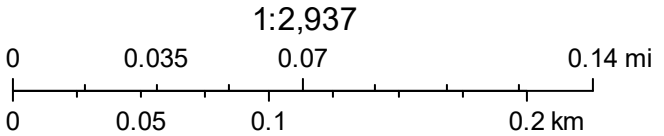
Thoroughfares

Trails

Parcels
- City Limits

City ETJ

County Boundary







# Board of Commissioners Meeting

## Agenda Item Submittal

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Item To Be Considered: **Future Agenda Topics**

Board Meeting Date: **March 11, 2025**

Prepared By: **Alissa Fender – Town Clerk**

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**Overview:** The purpose of this memo is to provide the Board with matters that staff anticipate/propose for upcoming meetings. It should be noted that these items are tentatively scheduled for the specified monthly agenda but are subject to change due to preparation of materials, public notice requirements, etc.

In providing this memo each month, we hope it will also provide an opportunity for the Board to introduce items of interest and subsequent direction for placement on future agendas, which will allow staff the opportunity to plan accordingly.

### **March 25th**

- \* Recognition of Trevor Hucal
- \* Recognition of James Yesunas
- \* Appointment to vacant commissioner seat
- \* Employee introduction & oath of office
- \* Police Department 2024 annual report
- \* Consideration to enable paid parking downtown
- \* Speed limit research results
- \* Amendment to Town Code Chapter 91: Fire Prevention
- \* Monthly financial report

**April Meeting Dates**  
**8th & 22nd**

### **Future Agenda Items**

- \* Minimum Housing Code
- \* Street Acceptance of Swansgate (*developer has applied*)
- \* Waterfront Access and Development Plan (*review/revision considerations*)
- \* Community Presentations (*ongoing monthly*)
- \* 2nd Amendment/Weapon Allowance at Town Hall
- \* DOD Grant
- \* EMS Plan (*ongoing*)
- \* Presentation – Proposal for Heritage Center Museum in Emmerton School Building (*postponed by presenter*)
- \* UDO/Policy Amendment on acceptance of streets, sidewalks and stormwater infrastructure
- \* Visitor's Center Future Plans discussion
- \* Senate Bill 382 Down Zoning review