



TOWN OF RICHLANDS
Town Board Meeting
Tuesday, February 10, 2026
6:00 PM
AGENDA

I. MEETING CALLED TO ORDER BY MAYOR MCKINLEY SMITH

II. PLEDGE OF ALLEGIANCE

III. INVOCATION

IV. ADOPTION OF THE AGENDA

V. ADOPTION OF THE MINUTES

1. Approval of Minutes

VI. PUBLIC COMMENT

Public Comments are limited to 3 minutes each speaker and can't be transferred to another speaker. The purpose of Public Comments is to provide attendees an opportunity to speak on Town matters. It is not meant to be a dialogue exchange between speakers, the Board of Aldermen and others in the audience. The Board and/or staff will follow-up as promptly as possible if necessary.

VII. PUBLIC HEARINGS

No public hearings scheduled

VIII. OLD BUSINESS

No old business items to discuss

IX. NEW BUSINESS

1. Engineering Agreement for Stormwater/Culvert Improvements in Town
2. Venter's Park Improvements Construction Estimate/Contract

X. ADMINISTRATOR NOTES AND UPDATES

1. Administrator's Report for January 2026
2. January 2026 Budget Reports

XI. POLICE REPORT

1. Police Report

XII. BOARD MEMBER CONCERNS AND COMMITTEE UPDATES

XIII. CLOSED SESSION

No closed session is scheduled

XIV. ADJOURN

Next meeting is scheduled for Tuesday, March 10, 2026



TOWN OF RICHLANDS
Town Board Meeting
Agenda Item V.1
Approval of Minutes

Description:

Review:

Attached are the minutes for the January 13, 2026 regular meeting minutes of the Richlands Board of Aldermen.

Action Needed:

Approve the Minutes

ATTACHMENTS:

[01-13-26.doc](#)

TOWN OF RICHLANDS
NORTH CAROLINA

Office of the
Town Clerk
(910) 324-3301
(910) 324-2324 fax
townclerk@richlandssnc.gov



Mailing Address:
P.O. Box 245
Richlands, N.C. 28574

The Richlands Board of Aldermen met in Regular Session on January 13, 2026, at 6:00pm at the Richlands Town Hall. Present for the meeting were:

Mayor McKinley Smith
Alderman Paul Conner
Alderman Alice Betts

Alderman Tom Brown
Alderman Kent Painter
Alderman Marilyn Bunce

Absent:

Also present were:

Chris Roberson, Town Administrator
Isaura Flores, Town Clerk
William Horne, Chief of Police

Keith Fountain, Town Attorney
Johnathan Jarman, Public Works Director

There were 8 citizens present.

A. MEETING CALLED TO ORDER:

Mayor McKinley Smith called the meeting to order at 6:00pm.

1. **INVOCATION:** Mayor McKinley Smith
2. **PLEDGE OF ALLEGIANCE:** Alderman Marilyn Bunce

B. ADOPTION OF AGENDA:

Chris Roberson, Town Administrator, presented the agenda to the Board.

A **motion** was made by Alderman Tom Brown seconded by Alderman Paul Conner to adopt the agenda as presented. The motion was unanimously carried.

C. ADOPTION OF MINUTES (DECEMBER, 2025):

Keith Fountain, Town Attorney, noted corrections to the December 2025 minutes and requested approval of the minutes with amendments.

A motion was made by **Alderman Paul Conner**, seconded by **Alderman Tom Brown**, to approve the December 2025 minutes with amendments. The motion was **unanimously carried**.

D. PUBLIC HEARING: None

E. PRESENTATIONS: None

F. OLD BUSINESS: None

G. NEW BUSINESS:

1. ECC Board Appointment:

Chris Roberson, Town Administrator, advised the Board that **Mayor McKinley Smith** is the Town's current representative on the **Eastern Carolina Council of Governments (ECC) General Membership Board**. He requested that the Board select a Town representative, either by reappointing Mayor Smith or appointing another individual.

A motion was made by **Alderman Tom Brown**, seconded by **Alderman Paul Conner**, to **reappoint Mayor McKinley Smith** as the Town's representative to the ECC General Membership Board. The motion was **unanimously carried**.

2. JUMPO TAC Appoint:

Town Administrator Chris Roberson advised the Board that the **Jacksonville Urban Area Metropolitan Planning Organization (JUMPO)** has requested the Town appoint a representative to serve on the **Transportation Advisory Committee (TAC)**. He noted that **Alderman Kandy Koonce** previously served in this capacity while she was a member of the Board.

A motion was made by **Alderman Tom Brown**, seconded by **Alderman Marilyn Bunce**, to appoint **Alderman Alice Betts** as the Town's representative to the JUMPO Transportation Advisory Committee. The motion was **unanimously carried**.
Alderman Kent Painter joined the meeting at 6:06 p.m.

3. Upcoming Planning Board/Board of Adjustment Vacancies: Review Only

Chris Roberson, Town Administrator, informed the Board that several seats on the **Planning Board** and **Board of Adjustment** are set to expire mid-year. He stated that no action is required by the Board at this time. An advertisement and application will be prepared for the upcoming vacancies to allow for the reappointment of incumbents or the appointment of new members. The applications are expected to be presented to the Board in the spring, at which time the Board may appoint or reappoint members to the expiring seats.

H. DEPARTMENTAL MONTHLY REPORTS:

1. Public Works: None

- 2. Police:** The Chief of Police provided an update regarding departmental software, noting **NCIC-related licensing and compliance requirements**. He advised that the current software company is no longer conducting business in **North Carolina** and stated that he would be meeting with the **Sheriff's IT Department** regarding this matter. The Chief also reported that he would be out of town the following week attending a **week-long Chiefs Conference**.

Alderman Tom Brown raised concerns regarding **muffler noise** and requested that enforcement efforts continue. He also inquired about a recent **high-speed pursuit** and the applicable pursuit policy. The Chief advised that the pursuit was conducted by the **Sheriff's Office**, with Town officers providing assistance.

3. Finance – December 2025 Budget vs. Actual Report.

Town Administrator Chris Roberson stated that the budget was prepared by a previous administrator, and staff are working with the information available. The figures were presented as reported.

I. ADMINISTRATOR'S REPORT:

Town Administrator Chris Roberson reported on the following:

Grants and Street Improvement Project

- Mr. Roberson stated that he is in the process of getting up to date on the street improvement project since assuming the position in early December.
- He reported that there is no grant funding available for this project.
- The project will be funded through a USDA loan.
- The preliminary engineering report is underway and nearing completion.

Venter's Park Restrooms and Stage Project

(NC Commerce Rural Transformation Grant)

- Bids were received for the Venter's Park restrooms and stage project; however, all bids were over budget.
- Changes will need to be discussed.
- A meeting will be scheduled with the lowest bidder to explore possible modifications.
- Alderman Paul Conner asked about the length of the USDA loan. Mr. Roberson stated the loan is anticipated to be a 20-year term.
- Alderman Conner also discussed pricing related to the stage and possible changes. Alderman Kent Painter clarified that Alderman Conner is not a contractor but is assisting with planning and design.

Planning, Zoning, and Economic Development

- Proof rolling of the proposed streets for the Squires Run Subdivision has been completed in preparation for future paving.
- Development is anticipated to begin soon on two commercial outparcels.

- A third outparcel is awaiting a buyer for future commercial development.
- The Planning Board meeting is scheduled for January 26.

Christmas Parade Discussion

- Town Administrator Roberson presented information to the Board regarding the possibility of bringing the Christmas Parade in-house rather than continuing to partner with the Chamber of Commerce. He advised the Board of insurance and liability considerations.
- Alderman Marilyn Bunce stated that the Chamber of Commerce does not have sufficient volunteers and that there were line management issues during the parade. She noted that other towns conduct their parades internally and expressed that the Town could do the same.
- Town Attorney Keith Fountain advised against the Town assuming responsibility for the parade due to liability concerns.
- Alderman Alice Betts agreed with Attorney Fountain.

Agenda Distribution

- Town Administrator Roberson apologized for the late and inconsistent distribution of agenda due to software.

J. INFORMAL PUBLIC COMMENTS:

Mr. Tim Higgins reported that on multiple occasions, most recently on December 18, water from a neighboring property's above-ground pool had been discharged and collected around his home, causing standing water on his property and along the roadway.

He stated that he contacted the Richlands Police Department and the Town and was advised that the matter is considered a civil issue and that current regulations only require a fence on the property.

Mr. Higgins requested that the Board consider an ordinance amendment regarding the discharge of pool water so that it does not impact on neighboring properties.

Alderman Marilyn Bunce stated that the Board could not comment at that time but would look into the matter.

Mr. Billy Spencer distributed a written document to the Board, which he stated was prepared using North Carolina Department of Transportation traffic data and information from the Police Department's year-end report.

Mr. Spencer expressed concerns regarding traffic volume, vehicle noise, and enforcement within the Town. He stated his belief that the Town does not have sufficient law enforcement manpower to manage traffic within the city limits and questioned whether citations are being issued in accordance with state statutes.

Mr. Spencer stated that excessive vehicle noise, including loud mufflers, continues to be an issue and expressed that he believes the Town and its citizens deserve better.

K. BOARD MEMBER CONCERNS AND COMMITTEE UPDATES:

Alderman Paul Conner: Expressed interest in holding a meeting or planning retreat for the Board to discuss budget matters, community noise concerns, and other issues, possibly with the assistance of a facilitator. He also commented on the Board's role during public comments, noting that the Board listens but does not engage in discussion during that portion of the meeting.

Ms. Alice Betts: Suggested the installation of a **metal detector** at the Town Hall entrance.

Alderman Marilyn Bunce: Reported on an upcoming **Brick Mill Cemetery Day of Remembrance** event. She also provided an update regarding a County Planning Board matter and the **Cow Horn Road** project, noting that while the Town denied the request, efforts are continuing through the County.

Alderman Tom Brown: Reiterated concerns regarding **muffler noise** within the Town.

Alderman Kent Painter: Also expressed concerns regarding **noise** in the community.

L. ADJOURN:

With no further business, a **motion** was made by Alderman Paul Conner seconded by Alderman Kent Painter to adjourn the meeting at 6:56 pm. The motion was unanimously carried.

Respectfully Submitted,

Mayor McKinley Smith

Attest: Isaura Flores, Town Clerk



TOWN OF RICHLANDS
Town Board Meeting
Agenda Item IX.1

Engineering Agreement for Stormwater/Culvert Improvements in Town

Description:

Storm Drainage System Rehabilitation Project – West Foy/North Railroad Street Area. Engineer's services under this Agreement (Services) are generally identified as Phase I of Engineering Design Services to prepare a plan to upgrade three sets of existing culverts, one under North Railroad, and two other sets of culverts on West Foy between North Railroad and Rand, to include the outfall ditches associated with the culverts draining from West Foy. Work will include preparation of plans based upon field wetland delineation and survey data, a short form construction contract with specifications, and a detailed estimate of probable costs. This phase of work is intended to provide the Town with a plan and estimate of cost for budgeting purposes. Not included in this phase of work is obtaining necessary permits, bidding services, construction administration and inspection services. Funding is to come from the Powell Bill appropriations

Review:

Town Staff had previously been in discussion with Rivers & Associates in the Fall of 2025 to assist with some stormwater issues the Town has been experiencing. This was presented to the Board in November 2025 with Board instructions to proceed with Rivers & Associates and their plan of action in preparation for the upcoming streets project. They have prepared a Short Form of Agreement for Professional Services to design the stormwater/culvert improvements for select streets in Town.

Action Needed:

Approve the agreement as presented

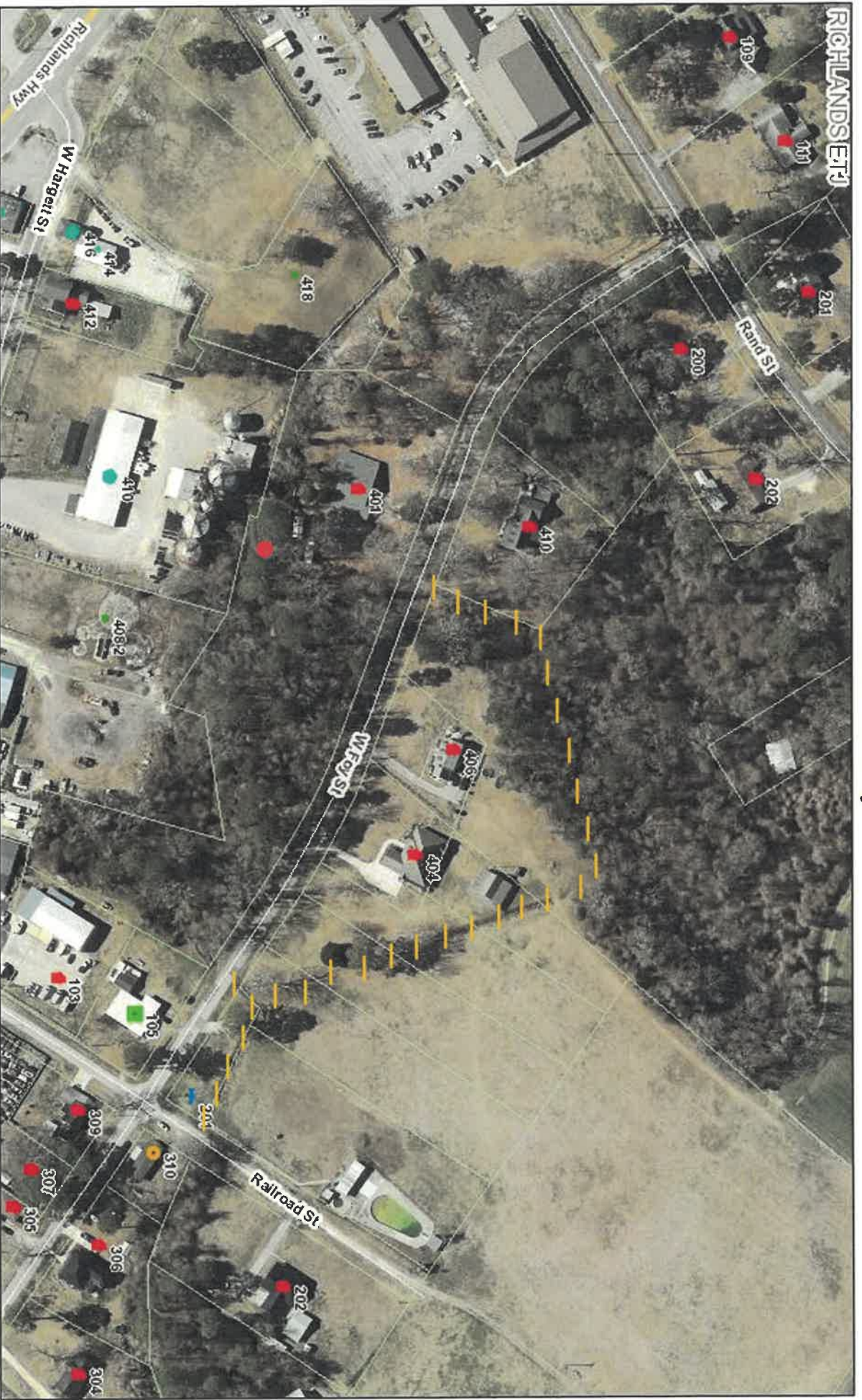
ATTACHMENTS:

[Drainage Project Map \(GIS\).pdf](#)

[RAND TO RAILROAD DRAINAGE-Sheet 1_with notes.pdf](#)

[RAND TO RAILROAD DRAINAGE-WETLAND-Layout1.pdf](#)

[Richlands Short Form Engineering Services Agreement_01-13-26.pdf](#)



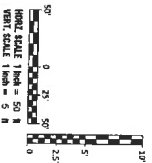
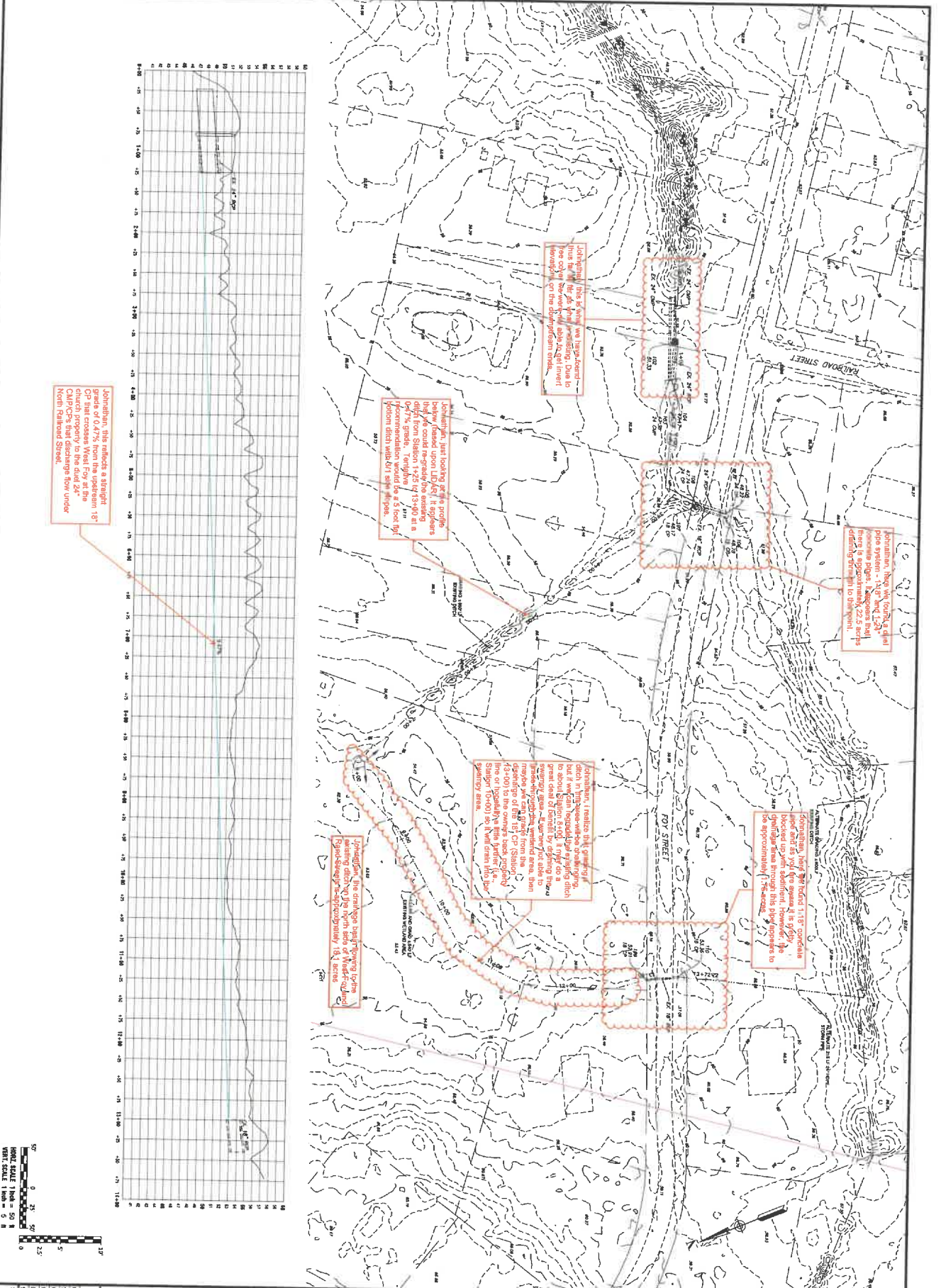
September 19, 2025

MAP IS NOT TO BE USED FOR SALES OR CONVEYANCES. THIS IS NOT A SURVEY. NO FIELD SURVEY WAS PERFORMED!

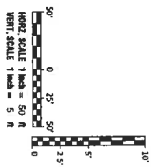
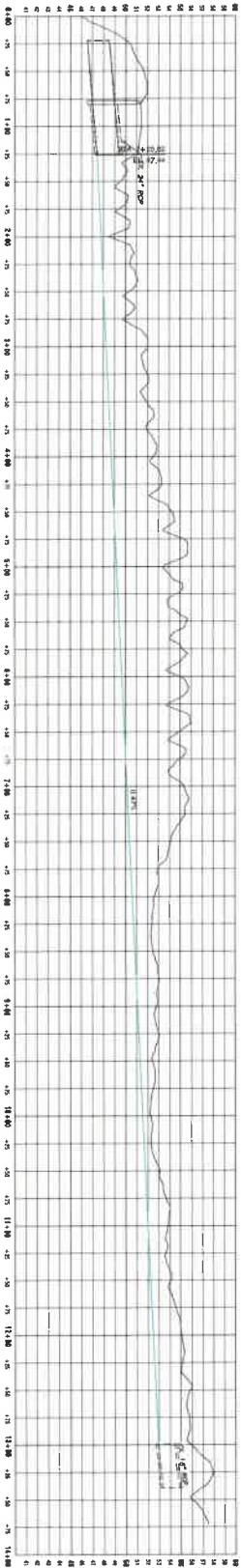
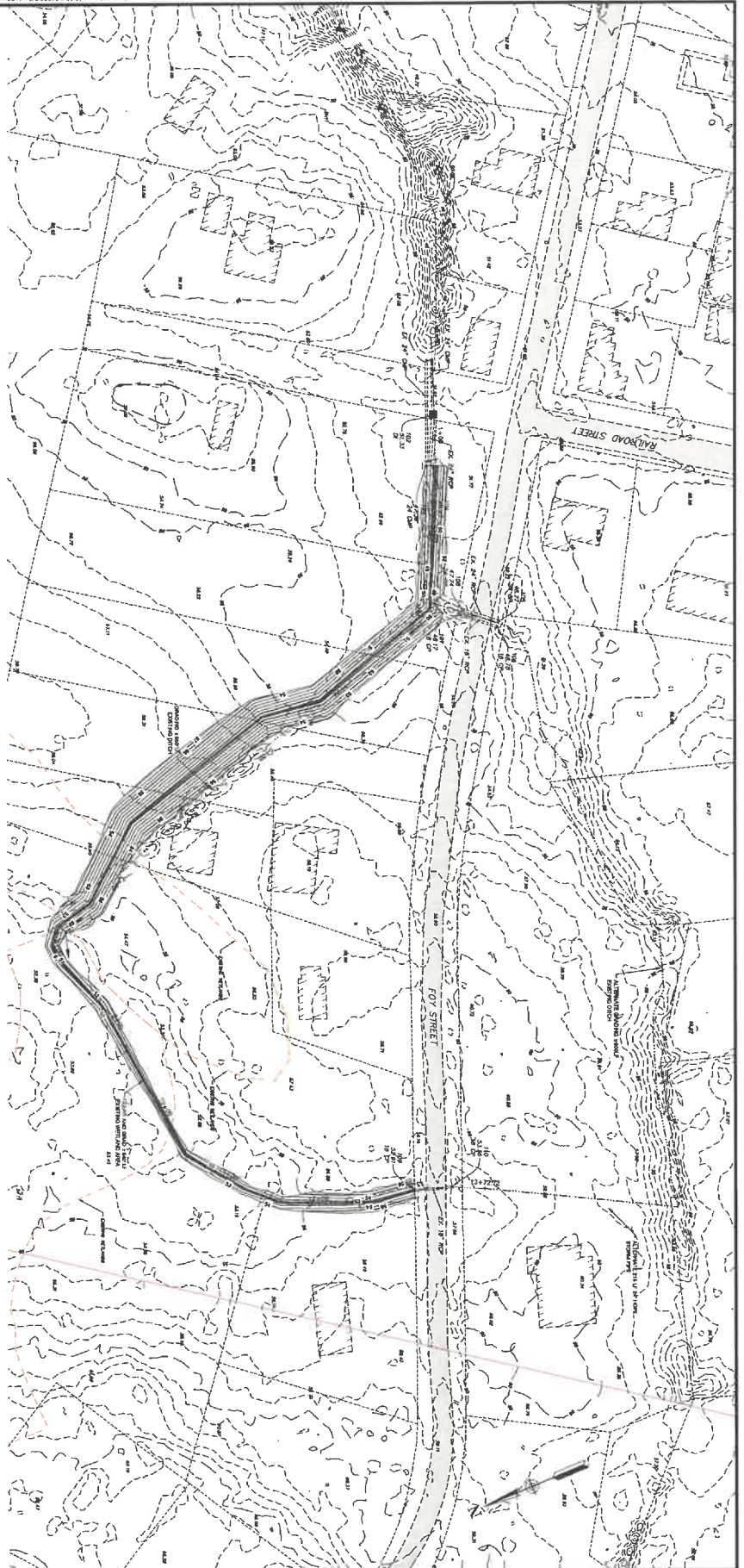


ONSLOW
COUNTY, NC

Onslow County
Geographical Information Services
234 NW Corridor Blvd
Jacksboro, NC 28540
(910) 937-1190
gis@onslowcountync.gov



<p>DATE: 02/12/24</p> <p>DESIGNED BY: SPRING</p> <p>DRAWN BY: COVA</p> <p>CHECKED BY: SPRING</p> <p>SCALE: AS NOTED</p>	<p>TOWN OF RICHLANDS</p> <p>TOWN OF RICHLANDS ONSLOW COUNTY NORTH CAROLINA</p> <p>PRELIMINARY STORM DRAINAGE PLAN</p> <p>FOY AND RAILROAD AREA</p>		<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION	DATE	BY					<p>Rivers</p> <p>ENGINEERS & ARCHITECTS, INC.</p> <p>107 East Second Street</p> <p>Greenville NC 27658</p> <p>(252) 752-4135</p> <p>Engineers Planners Surveyors Landscape Architects</p>
	NO.	DESCRIPTION		DATE	BY							
<p>PROJECT NO: 23-001</p> <p>SCALE: AS NOTED</p> <p>SHEET NO: 1</p>	<p>PRELIMINARY</p> <p>FOR REVIEW ONLY</p>											



Do Not Use for Construction - PRELIMINARY ONLY

DCT 8/21/2024
 DESIGNED BY SP/AG
 DRAWN BY DCA
 CHECKED BY SP/AG
 PROJECT NO. 11-1
 DRAWING NO. 11-1
 SCALE AS NOTED
 SHEET NO. 1

TOWN OF RICHLANDS
 TOWN OF RICHLANDS ONSLOW COUNTY NORTH CAROLINA
PRELIMINARY STORM DRAINAGE PLAN
FOY AND RAILROAD AREA

NO.	DESCRIPTION	DATE BY

REVIEWED BY
 DATE
 PRELIMINARY FOR REVIEW ONLY

Rivers & Associates, Inc.
 107 East Second Street
 Greenville, NC 27835
 (252) 752-4135
 Engineers, Planners, Surveyors, Landscape Architects

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Richlands (Owner)** and **Rivers & Associates, Inc. (Engineer)**. Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Storm Drainage System Rehabilitation Project – West Foy/North Railroad Street Area (Project)**. Engineer's services under this Agreement (Services) are generally identified as **Phase I of Engineering Design Services to prepare a plan to upgrade three sets of existing culverts, one under North Railroad, and two other sets of culverts on West Foy between North Railroad and Rand, to include the outfall ditches associated with the culverts draining from West Foy. Work will include preparation of plans based upon field wetland delineation and survey data, a short form construction contract with specifications, and a detailed estimate of probable costs. This phase of work is intended to provide the Town with a plan and estimate of cost for budgeting purposes. Not included in this phase of work is obtaining necessary permits, bidding services, construction administration and inspection services.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **Three (3) Months**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.15**.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Services and reimbursement of expenses is estimated to be **\$34,350.00**.

- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus, reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments

identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. **Waiver of Damages; Limitation of Liability:** To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$10,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer will not provide or offer to provide services inconsistent with or contrary to the standard of care described in 5.01.A above nor make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, Engineer will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed,**

except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

- M. If required in the agreement, the Engineer will provide electronic files of drawings in PDF format or AutoCAD DWG or DXF format for the Owner's use under the conditions indicated above. The Engineer will not be responsible for the data in the electronic files after delivery. The files will be submitted electronically. The Engineer's name and seal may be removed from the drawings. 6.01.F applies to all electronic files also.
- N. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that

any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. **Beneficiaries:** Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates
Appendix 2, Engineer's Scope of Work

This Agreement's Effective Date is **January 13, 2026**.

Owner: Town of Richlands, NC

Engineer: Rivers & Associates, Inc.

By: _____
(authorized individual's signature)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: McKinley D. Smith
(typed or printed)

Name: Gregory J. Churchill, P.E.
(typed or printed)

Title: Mayor
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:

Address for giving notices:

302 S. Wilmington Street

107 East Second Street

P.O. Box 245

P. O. Box 929

Richlands, NC 28574

Greenville, NC 27858 (Street) or 27835 (P.O. Box)

Designated Representative:

Designated Representative:

Name: Chris Roberson ICMA-CM
(typed or printed)

Name: Scott P. M. Godefroy, P.E.
(typed or printed)

Title: Town Administrator
(typed or printed)

Title: Senior Project Manager
(typed or printed)

Address:

Address:

302 S. Wilmington Street

107 East Second Street

P.O. Box 245

P. O. Box 929

Richlands, NC 28574

Greenville, NC 27858 (Street) or 27835 (P.O. Box)

Phone: 252-324-3301

Phone: 252-752-4135

Email: administrator@richlandsnc.gov

Email: sgodefroy@riversandassociates.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **January 13, 2026**.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates: (Effective November 1, 2025)

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$215.00
Sr. Project Manager II	\$210.00
Sr. Project Manager I	\$195.00
Project Manager III	\$185.00
Project Manager II	\$175.00
Project Manager I	\$160.00
Sr. Project Engineer	\$195.00
Project Engineer IV	\$165.00
Project Engineer III	\$155.00
Project Engineer II	\$140.00
Project Engineer I	\$125.00
Design Engineer II	\$115.00
Design Engineer I	\$105.00
Landscape Architect/ Project Manager II	\$170.00
Landscape Architect/ Project Manager I	\$150.00
Senior Landscape Architect	\$160.00
Landscape Architect	\$120.00
Landscape Designer III	\$125.00
Landscape Designer II	\$110.00
Landscape Designer I	\$100.00
Project Planner I	\$110.00
Planner II	\$100.00
Planner I	\$90.00
Designer IV	\$145.00
Designer III	\$125.00
Designer II	\$110.00
Designer I	\$95.00
CAD Technician III	\$90.00
CAD Technician II	\$85.00
CAD Technician I	\$80.00

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.

Appendix 1, Page 1

C. Schedule of Hourly Rates (Continued):

Project Surveyor IV	\$160.00
Project Surveyor III	\$140.00
Project Surveyor II	\$120.00
Project Surveyor I	\$105.00
Party Chief V	\$125.00
Party Chief IV	\$105.00
Party Chief III	\$95.00
Party Chief II	\$80.00
Party Chief I	\$70.00
Surveyor Technician III	\$80.00
Surveyor Technician II	\$70.00
Surveyor Technician I	\$60.00
1-Man Robotic II	\$160.00
1-Man Robotic I	\$115.00
Resident Project Representative IV	\$120.00
Resident Project Representative III	\$105.00
Resident Project Representative II	\$90.00
Resident Project Representative I	\$75.00
Administrative Assistant III	\$90.00
Administrative Assistant II	\$85.00
Administrative Assistant I	\$75.00
Engineering Tech I	\$90.00
Field Tech	\$75.00
Intern Tech	\$50.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expenses	Cost

This is **Appendix 2, Scope of Work**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated January 13, 2026.

ENGINEER'S SCOPE OF WORK

A. *Project Description*

This project is the rehabilitation/replacement/upgrade of the existing storm drainage system located on West Foy Street from North Railroad to Rand Streets. Engineering services for this project are being broken into two phases. The scope covered under this agreement is the first phase portion of work which includes Engineering Design Services to prepare a plan to upgrade three sets of existing culverts, one under North Railroad, and two other sets of culverts on West Foy between North Railroad and Rand, to include the outfall ditches associated with the culverts draining from West Foy. Work will include preparation of plans based upon field wetland delineation and survey data, a short form construction contract with specifications, and a detailed estimate of probable costs. This phase of work is intended to provide the Town with a plan and estimate of cost for budgeting purposes. A future phase of work (not included in this phase) will include obtaining necessary permits, bidding services, construction administration and inspection services. It is anticipated the first phase or design portion of the work will require 75 to 90-days to complete.

B. *Scope of Work*

Phase I - Design Phase:

1. Phase I will begin with the delineation of wetlands that would potentially impact this project. Our subconsultant, the Davey Resource Group, Inc. will flag the wetlands which will then be located by Rivers' survey group when they complete their field survey of the route existing storm system piping, ditches and structures. If the Town decides to move forward with a part or all the project, there will be subsequent work to be performed by the Davey Resource Group and Rivers in the way of permitting and easement surveys.
2. The design will include setting up base drawings with the field survey data, completing design of the storm pipe and structures to be replaced and ditch improvements, including any work around utility conflicts, preparing a cover sheet, demolition plan, erosion and sedimentation control plan, detail sheet(s), short form construction contract documents and technical specifications. As a matter of course, soil erosion and sedimentation control measures will be incorporated into the plan; however, permits will be obtained once the Town authorizes the final scope of construction. As with the erosion and sedimentation control permits, other potential permits such as USA COE will not be determined until the scope of construction work is finalized. The total estimate for design services, including wetland delineation and surveying services is \$43,500.



TOWN OF RICHLANDS

Town Board Meeting

Agenda Item IX.2

Venter's Park Improvements Construction Estimate/Contract

Description:

We have negotiated with Elite Contracting (low bidder) on the Venter's Park improvements which is funded by NC Commerce's Rural Transformation Grant. The final construction costs for the bathroom and the stage are \$339,608. The Grant Project Ordinance approved in April of 2025 was for a total of \$369,900. The grant amount is \$330,000.

Review:

Action Needed:

Approve the contract

ATTACHMENTS:

[Est_2185_from_Elite_Contracting_NC_Inc._3472.pdf](#)

[Project Ordinance Venter's Park.pdf](#)

Elite Contracting NC, Inc.
 663 Fire Tower Rd
 Richlands, NC 28574
 910-581-9576
 elitecontractingnc@gmail.com

Estimate

Date	Estimate #
2/4/2026	2185

Name / Address
Town of Richlands - Venter's Park 113 N. Wilmington St Richlands, NC 28574

Description	Total
Venter's Park Restroom - Provide permitting based on plans provided (dated 1/30/26) - Provide a performance bond as required, if awarded the project - Provide building pad prep ready for foundation/slab (additional fill dirt and grading will be completed by change order if needed) - Install foundation/footings/building slab as per plans (any additional walkways, overhands, etc. needing additional concrete will be completed by change order if needed) - Provide walls, roof and structural framing as per plan - Install plumbing and plumbing fixtures as per plans, assuming that local water and sewer are on site for connection purposes - plumbing fixture allowance of \$5,000.00. (any additional work needed to connect to water and sewer will be done by change order if needed) - Install electrical as per plan, assuming power is brought to site via local power authority and we install temporary pole for construction. Once construction is complete, meter and panel will be brought to the building and connection for service will be made. - Install HVAC as per plans - Install asphalt architectural shingle roofing as per plans - Install lap style "LP Smart Siding" or equivalent as per plans with matching trim - Install windows and doors as per plans (non-impact) - Install insulation as per plans - Install 1/2" moisture resistant drywall on walls and ceilings, finish smooth, ready for paint, as per plans - Paint interior, exterior walls, trim and seal cement floors as per plans (no special coatings) - Install bathroom partitions/dividers as per plans - Provide a dumpster and debris removal as needed related to construction - Provide a daily job site clean up * All work will be conducted in a timely, professional manner with quality materials	238,000.00
Total	

Additional Information:

1. Elite Contracting will furnish all tools, equipment, accessories and insurance to complete the job.
 2. Elite Contracting will furnish job supervision.
 3. Elite Contracting will clean up and remove all related debris from site.
 4. All sales tax included in pricing.
- *All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.
 *Any alterations or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.
 *Does not include any unforeseen conditions.
 Make all checks payable to Elite Contracting. Thank you for your business!
 *All major credit cards accepted (credit card fees apply)
****This estimate becomes a contract upon owner acceptance and signature**

*Material pricing has become extremely unstable along with availability of some products. All estimates are subject to material cost increases and availability which could lead to job scheduling delays and increased material costs at any time.

Signature

Elite Contracting NC, Inc.
 663 Fire Tower Rd
 Richlands, NC 28574
 910-581-9576
 elitecontractingnc@gmail.com

Estimate

Date	Estimate #
2/4/2026	2185

Name / Address
Town of Richlands - Venter's Park 113 N. Wilmington St Richlands, NC 28574

Description	Total
Venter's Park Stage - Provide permitting based on plans provided (dated 1/30/26) - Provide a performance bond as required if awarded the project - Provide building pad prep, ready for foundation/slab (additional fill dirt and grading will be completed by change order if needed) - Install foundation/footings/building slab as per plans (any additional walkways, overhangs, etc. needing additional concrete will be completed by change order if needed) - Install columns and roof structural framing as per plans - Install electrical wiring and fixtures as per plans (assuming power is brought to site via local power authority and we install temporary pole for construction. Once construction is complete, meter and panel will be brought to the building and connection for service will be made) - Install asphalt architectural shingle roof with drip cap as per plans - Install Lap Style "LP Smart Siding" or equivalent and matching trim as per plans - Paint siding as per plans (no special coatings) - Provide dumpster and debris removal related to construction as needed - Provide daily job site clean up * All work will be conducted in a timely, professional manner with quality materials Payment Schedule - Mobilization payment \$84,902 due upon acceptance of contract - Progressive progress payments will be invoiced on completed work and payment will be due within 7 days of invoice date - Final payment due upon completion and owner walk-through	101,608.00
Total	\$339,608.00

Additional Information:

- Elite Contracting will furnish all tools, equipment, accessories and insurance to complete the job.
- Elite Contracting will furnish job supervision.
- Elite Contracting will clean up and remove all related debris from site.
- All sales tax included in pricing.

*All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.
 *Any alterations or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.
 *Does not include any unforeseen conditions.
 Make all checks payable to Elite Contracting. Thank you for your business!
 *All major credit cards accepted (credit card fees apply)
****This estimate becomes a contract upon owner acceptance and signature**

*Material pricing has become extremely unstable along with availability of some products. All estimates are subject to material cost increases and availability which could lead to job scheduling delays and increased material costs at any time.

Signature _____

**GRANT PROJECT ORDINANCE (AMENDED)
RURAL TRANSFORMATION GRANT
ORDINANCE 2025-04**

BE IT ORDAINED by the town board of the Town of Richlands, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance amends Ordinance 2024-05, which established a budget for a project to be funded by monies awarded to the Town of Richlands by the Rural Transformation Grant Fund (Award Number SA-266) and administered by the North Carolina Department of Commerce, Rural Economic Development Division. The Town of Richlands is designated to receive \$330,000 in reimbursable grant monies for the purpose of providing certain improvements to the Venters Park in Richlands.

Section 2: The following amounts are to be appropriated for the project and authorized for expenditure:

Engineering	\$6,900
Construction	\$330,000
Contingency	<u>\$33,000</u>
	\$369,900

Section 3: The following revenues are anticipated to be available to complete the project:

Rural Transformation Grant	\$330,000
General Fund Balance	<u>\$39,900</u>
	\$369,900

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 6: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town the Board of Aldermen.

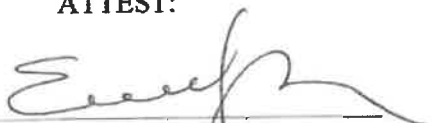
Section 7: This grant project ordinance expires on December 31, 2026, or when all the grant funds have been obligated and expended by the town, whichever occurs sooner.

Adopted this 8th day of April, 2025.



McKinley Smith, Mayor

ATTEST:



Erin Juhls, Clerk



TOWN OF RICHLANDS

Town Board Meeting

Agenda Item X.1

Administrator's Report for January 2026

Description:

The Town Administrator's January 2026 report is enclosed for your review.

Review:

N/A

Action Needed:

No action needed

ATTACHMENTS:

[Town Administrator's Report for January 2026.docx](#)



Town Administrator's Monthly Report for January 2026

Grants

- We met with the engineer (Rivers & Associates) on the Street Upgrade project (primarily to get me up to speed on the status of the project) and will be meeting with them and USDA as needed to make sure the project proceeds as quickly as possible moving forward. It will be May/June of this year before Congressional Community Project Fund applications are accepted and submitted. That is based on information provided to me from Congressman Murphy's office. Based on this we are proceeding with USDA on funding on the project to get the project implemented as quickly as we can. The engineer is revising the repair estimates due to the amount of time it has taken on the project and as soon as I know how much the Town will have to match, I will update the Board.
- We have negotiated with Elite Contracting (low bidder) on the Venter's Park improvements which is funded by NC Commerce's Rural Transformation Grant. The final construction costs for the bathroom and the stage are \$339,608. The Grant Project Ordinance approved in April of 2025 was for a total of \$369,900. \$330,000 was included in the Ordinance for construction for the project, \$6,900 for engineering which to my understanding has already been paid and \$33,000 for contingency.

Planning/Zoning/Development/Economic Development

- Three (3) zoning permits were processed and issued (1 commercial and 2 residential).
- The Planning Board meeting is scheduled for February 16, 2026.

Personnel

- Nothing new to report

Utilities/Public Works

- The W. Foy/Railroad Street stormwater drainage project engineering agreement previously discussed in November 2025 has been received and awaits Board of Aldermen approval. This is the preliminary phase of the overall project.

Building/Grounds/Assets

- The Rotary Club has formally approved the Town's request to pay for a new sign at the Community Building. This information was relayed to the sign company, and they are working with the Rotary Club on the sign. My last conversation with the sign company indicated a turnaround time of a couple of weeks. I will monitor this to make sure the sign is replaced as soon as possible.

General/Upcoming Events

- Nothing new to report in this category

Information Technology/Website

- Worked with IPM (our IT contractor) on computer hardware and software issues that needed to be addressed.
- We did an informal bid process for a website upgrade. There are several issues with our website that we would like to address. We contacted 5 vendors and received four (4) back with the cheapest being \$4,500 one-time plus recurring costs up to \$7,500 one-time plus recurring expenses. Staff has met with 2 of the vendors and will be prepared to make recommendations, most likely at the next meeting. There are innovative technologies that we may want to incorporate into the updated website that will make it more efficient, effective and result in easier migration within the site. These funds were not budgeted in the FY 25-26 budget so we will have to approve a budget amendment to undertake this effort this fiscal year if the Board wants to proceed. One caveat is that there is a possibility that our current website provider will be going out of business, which will force us to select another provider sooner than later.

Miscellaneous

- Worked on routine day-to-day and long-term administrative-related Town matters.
- Worked on the "Current Projects and To Do List" provided to me when I was hired.



TOWN OF RICHLANDS
Town Board Meeting
Agenda Item X.2
January 2026 Budget Reports

Description:

January 2026 Budget Reports to include revenues and expenditures

Review:

Action Needed:

No action needed

ATTACHMENTS:

[01.2026 Expenditure Budget vs Actual.pdf](#)

[01.2026 Revenue Budget vs Actual.pdf](#)

TOWN OF RICHLANDS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 26

10 General

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
5000							
5100 Governing Body							
416	Elected Officials	0.00	4,504.50	9,100.00	9,100.00	4,595.50	50 %
421	FICA	0.00	344.68	700.00	700.00	355.32	49 %
511	Professional Services	800.00	22,100.00	25,800.00	25,800.00	3,700.00	86 %
512	Contractual services	1,320.70	14,560.28	12,600.00	13,459.00	-1,101.28	108 %
513	Staff development & travel	0.00	284.40	1,000.00	1,000.00	715.60	28 %
525	Property & Liability Insurance	15.58	60,387.96	60,000.00	60,000.00	-387.96	101 %
534	Dues & subscriptions	238.00	5,449.00	5,400.00	5,400.00	-49.00	101 %
579	Miscellaneous Expense	109.72	2,273.56	15,400.00	15,400.00	13,126.44	15 %
	Account Total:	2,484.00	109,904.38	130,000.00	130,859.00	20,954.62	84 %
5210 Administration							
411	Full-time regular wages	41,586.38	209,644.15	268,000.00	268,000.00	58,355.85	78 %
421	FICA	3,168.97	15,599.34	21,000.00	21,000.00	5,400.66	74 %
423	LGERS Pension	5,967.63	29,438.15	38,000.00	38,000.00	8,561.85	77 %
424	401K	1,439.11	8,886.66	13,500.00	13,500.00	4,613.34	66 %
425	Health & Life Insurance	4,298.63	19,259.15	30,800.00	30,800.00	11,540.85	63 %
512	Contractual services	2,060.20	9,622.76	9,500.00	9,500.00	-122.76	101 %
513	Staff development & travel	10.00	874.29	7,500.00	7,500.00	6,625.71	12 %
515	Advertising	0.00	1,740.04	1,500.00	1,500.00	-240.04	116 %
522	Maint & Rep - Buildings	0.00	0.00	100.00	100.00	100.00	%
523	Maint & Rep - Equipment	0.00	2,166.34	2,500.00	2,500.00	333.66	87 %
524	Maint & Rep - Vehicles	13.60	13.60	100.00	100.00	86.40	14 %
525	Property & Liability Insurance	0.00	0.00	100.00	100.00	100.00	%
526	Utilities & Communication	1,446.88	6,257.80	12,800.00	12,800.00	6,542.20	49 %
534	Dues & subscriptions	650.00	1,205.00	1,700.00	1,700.00	495.00	71 %
535	Postage & Printing	266.42	426.74	200.00	200.00	-226.74	213 %
537	Collection Fee	1,645.29	6,750.02	9,000.00	9,000.00	2,249.98	75 %
551	Supplies	164.57	2,261.91	2,200.00	2,200.00	-61.91	103 %
579	Miscellaneous Expense	106.83	546.64	100.00	100.00	-446.64	547 %
581	Operation Santa Donations	46.67	559.63	0.00	2,500.00	1,940.37	22 %
	Account Total:	62,871.18	315,252.22	418,600.00	421,100.00	105,847.78	75 %
5310 Public Safety							
411	Full-time regular wages	28,271.60	178,847.09	366,000.00	366,000.00	187,152.91	49 %
412	Part-time regular wages	0.00	3,231.02	4,000.00	4,000.00	768.98	81 %
414	Separation Allowance	331.45	2,054.99	2,400.00	2,400.00	345.01	86 %
421	FICA	2,034.04	13,766.41	28,500.00	28,500.00	14,733.59	48 %
423	LGERS Pension	4,546.09	28,743.63	57,500.00	57,500.00	28,756.37	50 %
424	401K	1,413.61	8,624.40	18,000.00	18,000.00	9,375.60	48 %
425	Health & Life Insurance	3,841.22	19,087.12	53,600.00	53,600.00	34,512.88	36 %
511	Professional Services	0.00	0.00	100.00	100.00	100.00	%
512	Contractual services	6,962.70	31,889.71	24,500.00	24,500.00	-7,389.71	130 %
513	Staff development & travel	207.81	632.05	1,500.00	1,500.00	867.95	42 %
514	Uniforms	0.00	895.80	4,500.00	4,500.00	3,604.20	20 %
523	Maint & Rep - Equipment	0.00	799.19	2,000.00	2,400.22	1,601.03	33 %
524	Maint & Rep - Vehicles	689.77	9,137.24	22,000.00	13,651.75	4,514.51	67 %
525	Property & Liability Insurance	0.00	0.00	200.00	200.00	200.00	%
526	Utilities & Communication	1,813.69	8,482.64	17,000.00	17,000.00	8,517.36	50 %
533	Contributions	0.00	0.00	500.00	500.00	500.00	%

TOWN OF RICHLANDS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 26

10 General

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
534	Dues & subscriptions	0.00	200.00	200.00	200.00	0.00	100 %
535	Postage & Printing	266.42	416.26	200.00	200.00	-216.26	208 %
551	Supplies	1,308.09	8,726.17	22,700.00	22,700.00	13,973.83	38 %
561	Capital Outlay	0.00	55,441.77	21,300.00	55,652.85	211.08	100 %
564	Debt Service Principle	0.00	0.00	0.00	13,304.12	13,304.12	%
565	Debt Service - Interest	0.00	0.00	0.00	1,921.28	1,921.28	%
573	Governing Board Projects	0.00	0.00	200.00	200.00	200.00	%
579	Miscellaneous Expense	109.43	329.44	2,000.00	2,000.00	1,670.56	16 %
	Account Total:	51,795.92	371,304.93	648,900.00	690,530.22	319,225.29	54 %
5400 Fire							
512	Contractual services	12,500.00	101,564.92	112,000.00	114,064.92	12,500.00	89 %
	Account Total:	12,500.00	101,564.92	112,000.00	114,064.92	12,500.00	89 %
5620 Code Enforcement							
512	Contractual services	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	Account Total:	0.00	0.00	1,000.00	1,000.00	1,000.00	%
5720 Buildings & Grounds							
512	Contractual services	852.93	11,794.53	19,500.00	26,000.00	14,205.47	45 %
521	Maint & Rep - Infrastructure	0.00	2,031.98	9,700.00	9,700.00	7,668.02	21 %
522	Maint & Rep - Buildings	0.00	32,479.93	21,000.00	33,983.00	1,503.07	96 %
523	Maint & Rep - Equipment	0.00	398.75	1,500.00	1,500.00	1,101.25	27 %
526	Utilities & Communication	776.63	4,756.40	13,300.00	13,300.00	8,543.60	36 %
551	Supplies	118.77	308.10	500.00	500.00	191.90	62 %
561	Capital Outlay	0.00	150,000.00	0.00	150,000.00	0.00	100 %
579	Miscellaneous Expense	0.00	2,229.10	100.00	100.00	-2,129.10	*** %
	Account Total:	1,748.33	203,998.79	65,600.00	235,083.00	31,084.21	87 %
5740 Streets							
411	Full-time regular wages	20,280.34	131,669.30	214,000.00	214,000.00	82,330.70	62 %
421	FICA	1,551.41	10,072.71	15,500.00	15,500.00	5,427.29	65 %
423	LGERS Pension	2,910.19	18,894.49	30,000.00	30,000.00	11,105.51	63 %
424	401K	1,014.02	6,239.90	10,500.00	10,500.00	4,260.10	59 %
425	Health & Life Insurance	3,025.28	15,866.52	30,700.00	30,700.00	14,833.48	52 %
511	Professional Services	0.00	0.00	500.00	500.00	500.00	%
512	Contractual services	2,311.57	19,493.97	34,500.00	34,500.00	15,006.03	57 %
513	Staff development & travel	0.00	210.00	500.00	500.00	290.00	42 %
514	Uniforms	0.00	2,339.08	2,500.00	2,500.00	160.92	94 %
515	Advertising	0.00	0.00	500.00	500.00	500.00	%
522	Maint & Rep - Buildings	0.00	0.00	100.00	100.00	100.00	%
523	Maint & Rep - Equipment	0.00	1,157.69	4,500.00	4,500.00	3,342.31	26 %
524	Maint & Rep - Vehicles	81.60	13,756.29	9,100.00	15,909.95	2,153.66	86 %
525	Property & Liability Insurance	0.00	0.00	100.00	100.00	100.00	%
526	Utilities & Communication	3,815.80	21,724.00	43,000.00	45,500.00	23,776.00	48 %
535	Postage & Printing	266.41	416.25	100.00	100.00	-316.25	416 %
551	Supplies	700.02	6,810.32	14,600.00	14,600.00	7,789.68	47 %
561	Capital Outlay	0.00	46,086.00	19,600.00	48,667.37	2,581.37	95 %
564	Debt Service Principle	0.00	0.00	0.00	14,871.06	14,871.06	%
565	Debt Service - Interest	0.00	0.00	0.00	2,147.57	2,147.57	%
572	Powell Bill Expenses	317.20	7,684.55	117,200.00	117,200.00	109,515.45	7 %

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TOWN OF RICHLANDS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 26

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10 General

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
576	Landfill Tipping Fees	4,442.58	33,138.21	57,000.00	57,000.00	23,861.79	58 %
579	Miscellaneous Expense	38.02	266.01	5,000.00	5,000.00	4,733.99	5 %
	Account Total:	40,754.44	335,825.29	609,500.00	664,895.95	329,070.66	51 %
5750	Solid Waste						
512	Contractual services	10,644.56	63,171.68	126,000.00	126,000.00	62,828.32	50 %
	Account Total:	10,644.56	63,171.68	126,000.00	126,000.00	62,828.32	50 %
	Account Group Total:	182,798.43	1,501,022.21	2,111,600.00	2,383,533.09	882,510.88	63 %
	Fund Total:	182,798.43	1,501,022.21	2,111,600.00	2,383,533.09	882,510.88	63 %
	Grand Total:	182,798.43	0.00	1,501,022.21	2,111,600.00	2,383,533.09	882,510.88 63 %

TOWN OF RICHLANDS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 1 / 26

10 General

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
4100 *TAX REVENUES					
4111 Ad valorem tax - CY	181,316.83	760,855.49	777,000.00	16,144.51	98 %
4112 Ad valorem tax - PY	139.93	3,290.07	6,000.00	2,709.93	55 %
4113 Interest & Penalties	606.93	1,627.41	2,000.00	372.59	81 %
4120 Vehicle Property Tax	7,779.11	60,430.36	89,000.00	28,569.64	68 %
Account Group Total:	189,842.80	826,203.33	874,000.00	47,796.67	95 %
4200 *INTERGOVERNMENTAL					
4210 ABC Revenue	0.00	9,143.00	45,000.00	35,857.00	20 %
4221 Fire District tax	0.00	64,064.92	62,000.00	-2,064.92	103 %
4231 NCDOR - Beer & Wine Tax	0.00	0.00	10,000.00	10,000.00	0 %
4232 NCDOR - Local option sales tax	45,548.69	327,072.26	538,000.00	210,927.74	61 %
4234 NCDOR - Utility Franchise taxes	0.00	62,224.75	126,000.00	63,775.25	49 %
4235 NCDOR - Video Programming	0.00	8,245.43	18,500.00	10,254.57	45 %
4271 Police Confiscations	0.00	154.69	0.00	-154.69	** %
4280 Powell Bill aid	0.00	85,955.53	90,000.00	4,044.47	96 %
Account Group Total:	45,548.69	556,860.58	889,500.00	332,639.42	63 %
4300 *INVESTMENT INCOME					
4311 Interest Earnings	3,096.19	23,298.94	25,000.00	1,701.06	93 %
4312 Interest Earnings - Powell bill	8.43	42.50	100.00	57.50	43 %
Account Group Total:	3,104.62	23,341.44	25,100.00	1,758.56	93 %
4400 *SALES OF SERVICE					
4431 Rents	580.00	14,820.00	19,000.00	4,180.00	78 %
4432 GTE Lease	900.00	6,300.00	10,800.00	4,500.00	58 %
4433 Rent - ONWASA	2,916.67	20,416.69	35,000.00	14,583.31	58 %
4451 Trash Collection	18,643.82	123,775.76	205,000.00	81,224.24	60 %
Account Group Total:	23,040.49	165,312.45	269,800.00	104,487.55	61 %
4500 *FEES & FINES					
4512 Employee Agreement Reimbursements	200.00	1,520.00	3,300.00	1,780.00	46 %
4531 Civil fines & court cost	256.50	2,078.55	2,000.00	-78.55	104 %
4542 Ordinance Violation fee/Assmt	0.00	0.00	500.00	500.00	0 %
4543 Building Permits	650.00	4,050.00	10,000.00	5,950.00	41 %
Account Group Total:	1,106.50	7,648.55	15,800.00	8,151.45	48 %
4600 *GRANTS & DONATIONS					
4642 Operation Santa Donations	0.00	1,700.00	2,500.00	800.00	68 %
Account Group Total:	0.00	1,700.00	2,500.00	800.00	68 %
4700 *MISCELLANEOUS					
4710 Debt Proceeds	0.00	87,316.00	87,316.00	0.00	100 %
4751 Capital Asset Sales	0.00	299,250.00	1,000.00	-298,250.00	*** %
4790 Miscellaneous Revenues	1,363.43	34,385.99	19,900.00	-14,485.99	173 %
Account Group Total:	1,363.43	420,951.99	108,216.00	-312,735.99	389 %
4900 *TRANSFERS & APPROPRIATIONS					
4999 Appropriation from fund balance	0.00	0.00	198,617.09	198,617.09	0 %
Account Group Total:	0.00	0.00	198,617.09	198,617.09	0 %

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TOWN OF RICHLANDS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 1 / 26

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10 General

Account	Received			Revenue	%
	Current Month	Received YTD	Estimated Revenue	To Be Received	Received
Fund Total:	264,006.53	2,002,018.34	2,383,533.09	381,514.75	84 %
Grand Total:	264,006.53	2,002,018.34	2,383,533.09	381,514.75	84 %



TOWN OF RICHLANDS
Town Board Meeting
Agenda Item XI.1
Police Report

Description:

Police Report

Review:

Action Needed:

No action needed

ATTACHMENTS:

[January 2026 Activity Log.pdf](#)

Activity Log Event Summary (Cumulative Totals)

Richlands Police Department

(01/01/2026 - 01/31/2026)

Administration Run	40	Alarm Activation	7
Arrest	13	Assist Citizen	26
Assist EMS	3	Assist Other Agency	14
Assist Other RPD Officer	2	Attended Court	1
Bank Escort	2	Business Check	749
Business Walk Through	6	Call for Service	369
Careless & Reckless	1	Child Safety Seat	2
Citation	134	Cite & Release	2
Civil Problem	3	Crash	7
Domestic Dispute	2	DWI	1
DWLR	21	Field Interviews	1
Fingerprinting	5	Follow up Investigation	8
Fraud	3	Funeral Escort	2
Incident Report	22	Juvenile Problems	1
Larceny	2	Lighting Violation	46
Loud Muffler	1	Narcotic Incident	1
No Insurance	15	NOL	4
Open Door/Windows	1	Patrol Zone 1	44
Patrol Zone 2	45	Patrol Zone 3	41
Patrol Zone 4	45	Patrol Zone 5	39
Patrol Zone 6	39	Possession of Drug Paraphernalia	1
Possession of Marijuana	1	Pursuit	1
Registration Violation	59	Residence Check	1
Resist, Obstruct/Delay Officer	2	Safe Movement Violation	4
Seatbelt	4	Selective Traffic Enforcement	68
Special Assignment	5	Speeding	34
Stoplight/Sign	22	Supplement to report	3
Suspicious Vehicle/Person/Incident	10	Towed Vehicle	2
Transport to Jail	13	Trespassing	2
Unlock Car	3	Vehicle Check After Shift	19
Vehicle Check Before Shift	21	Vehicle Searches	10
Vehicle Stop	257	Verbal Warnings	165
Walmart (Assist County)	2	Warning Citation	19

Activity Log Event Summary (Cumulative Totals)

Richlands Police Department

(01/01/2026 - 01/31/2026)

Warrant	13	Weapons Offense	1
Window Tint Violation	4		

Total Number Of Events: 2,516