



**WINTERVILLE TOWN COUNCIL AGENDA
MONDAY, AUGUST 10, 2020 - 7:00 PM
WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **APPROVAL OF AGENDA.**
- VI. **PUBLIC HEARINGS:**
 1. Merizio Property Rezoning Request.
 2. Pitt County Shrine Club Rezoning Request.
- VII. **PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
- VIII. **CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
 1. Approval of the following sets of Council Meeting Minutes:
 - June 8, 2020 Regular Meeting Minutes; and
 - June 29, 2020 Special Called Meeting Minutes.
 2. Winterville Flood Damage Prevention Ordinance Proposed Amendments: Set Public Hearing.
 3. Eli's Ridge, Phases 1 and 3 – Annexation: Direct Town Clerk to Investigate the Sufficiency of Annexation.
 4. Budget Amendment: 2020-2021-01.

IX. OLD BUSINESS:

1. Draft Anti-Racism Message.
2. Draft Human Relations Council.
3. 2020 Sanitary Sewer Pump Station Rehabilitation Project: Engineering Services.
4. 2020 Street Improvements Project – Milton Drive: Milton Drive Reconstruction

X. NEW BUSINESS:

1. BS&A Software ERP System Contract.
2. General Consulting Services – Engineering: The Wooten Company.
3. Knuckleboom Truck Replacement Grant Acceptance.

XI. OTHER AGENDA ITEMS:

XII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:

XIII. REPORTS FROM DEPARTMENT HEADS:

- ❖ Minimum Housing/Code Enforcement (TLP)
- ❖ Tar Road Widening Project – Electric Engineering/Relocation (RS)
- ❖ New Electric Territory Engineering/Installation (RS)
- ❖ Fork Swamp Greenway Project (EJ)
- ❖ Multi-Purpose Building Site Plan (EJ)
- ❖ Winterville Market/Town Common Plan (BW)
- ❖ Chapman Street Culvert - Nobel Canal Drainage Basin Study (TW)
- ❖ 2018 Sewer Rehab (TW)
- ❖ Church Street Pump Station Rehabilitation (TW)
- ❖ Cemetery (BW)

XIV. ANNOUNCEMENTS:

1. Planning and Zoning Board Meeting: Monday, August 17, 2020 at 7:00 pm - Town Hall Assembly Room.
2. Board of Adjustment Meeting: Tuesday, August 18, 2020 at 7:00 pm - Town Hall Assembly Room.
3. Recreation Advisory Board: Tuesday, August 25, 2020 at 6:30 pm.
4. Town Office closed on Monday, September 7, 2020 for the Labor Day Holiday.

XV. REPORTS FROM THE TOWN ATTORNEY, MAYOR AND TOWN COUNCIL, AND TOWN MANAGER.

XVI. ADJOURN.

SPECIAL NOTICE: *Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Don Harvey at (252) 215-2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: August 10, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Merizio Property – Rezoning Request (3018 Church Street Ext – parcel 68782).

Action Requested: Hold the Public Hearing.

Attachment: Rezoning Application, Rezoning Map, Legal Description, Notification to Adjacent Property Owners, Advertised Notice, Staff Report.

Prepared By: Bryan Jones, Planning Director

Date: 7/29/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp - 8/4/2020

Supporting Documentation

Applicant: Patricia Merizio.

Location: Church Street Ext south of its intersection with Laurie Ellis Road.

Parcel Number: 68782.

Site Data: 1.36 Acres.

Current Zoning District: AR.

Proposed Zoning District: General Business (GB).

- Planning and Zoning Board recommended (7-1 vote) approval of the request at the May 18, 2020 meeting.
- Adjacent property owners were mailed notification of the Public Hearing on July 29, 2020.
- Notification was posted on the site on March 4, 2020.

Budgetary Impact: TBD.

Recommendation: Hold the Public Hearing.



**REZONING APPLICATION
TOWN OF WINTERVILLE**
2571 Railroad Steet
P O Box 1459
Winterville, NC 28590
Phone: (252) 756-2221

Staff Use Only
Appl. # _____

OWNERSHIP INFORMATION:

Applicant: Patricia Merizio

Address: 200 Prancer Drive, Beaufort, NC 28516

Phone #: 252-241-1226

Owner: Patricia Merizio

Address: 200 Prancer Drive, Beaufort, NC 28516

Phone #: 252-241-1226

PROPERTY INFORMATION

Parcel #: 68782 Area (square feet or acres): 1.36 acres

Current Land Use: Wharehouse

Location of Property: 3018 Church Street Ex, Winterville, NC 28590

ZONING REQUEST

Existing Zoning: AR Requested Zoning: General Business

Reason for zoning change: To allow flexibility in uses of existing building.

This application shall be accompanied by the following items:

- A map drawn to a scale of not less than 400 feet to the inch and not more than 20 feet to the inch showing the land covered by the proposed amendment;
- A legal description of the property;
- A list of the names and addresses of all owners of property involved in the map change and all adjoining property owners as shown on County tax records;
- A filing fee according to a regularly adopted Fee Schedule of the Town.

OWNER/AGENT STATEMENT

I, Scott T. Anderson, being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for 3 / 16 / 2020.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance my result in the rezoning request not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

Scott T Anderson Signature 3/2/2020 Date

NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OWNER MUST HAVE A NOTARIZED STATEMENT FROM THE PROPERTY OWNER GIVING THEM THE AUTHORITY TO ACT ON THE OWNER'S BEHALF.

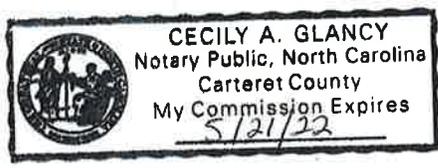
I, Patricia Merizio, being the Owner of the property described herein, do hereby authorize Scott Anderson as agent for the purpose of this application.

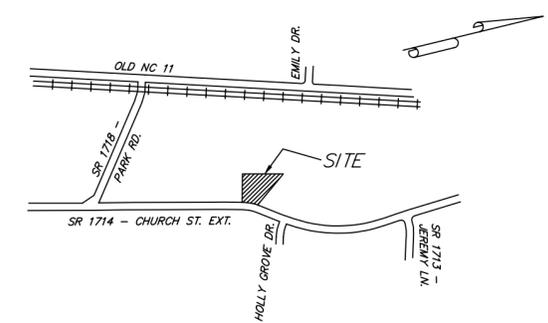
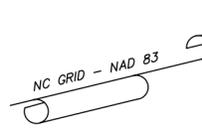
Patricia Merizio Signature 03/02/2020 Date

Sworn to and subscribed before me, this 2nd day of March, 2020.

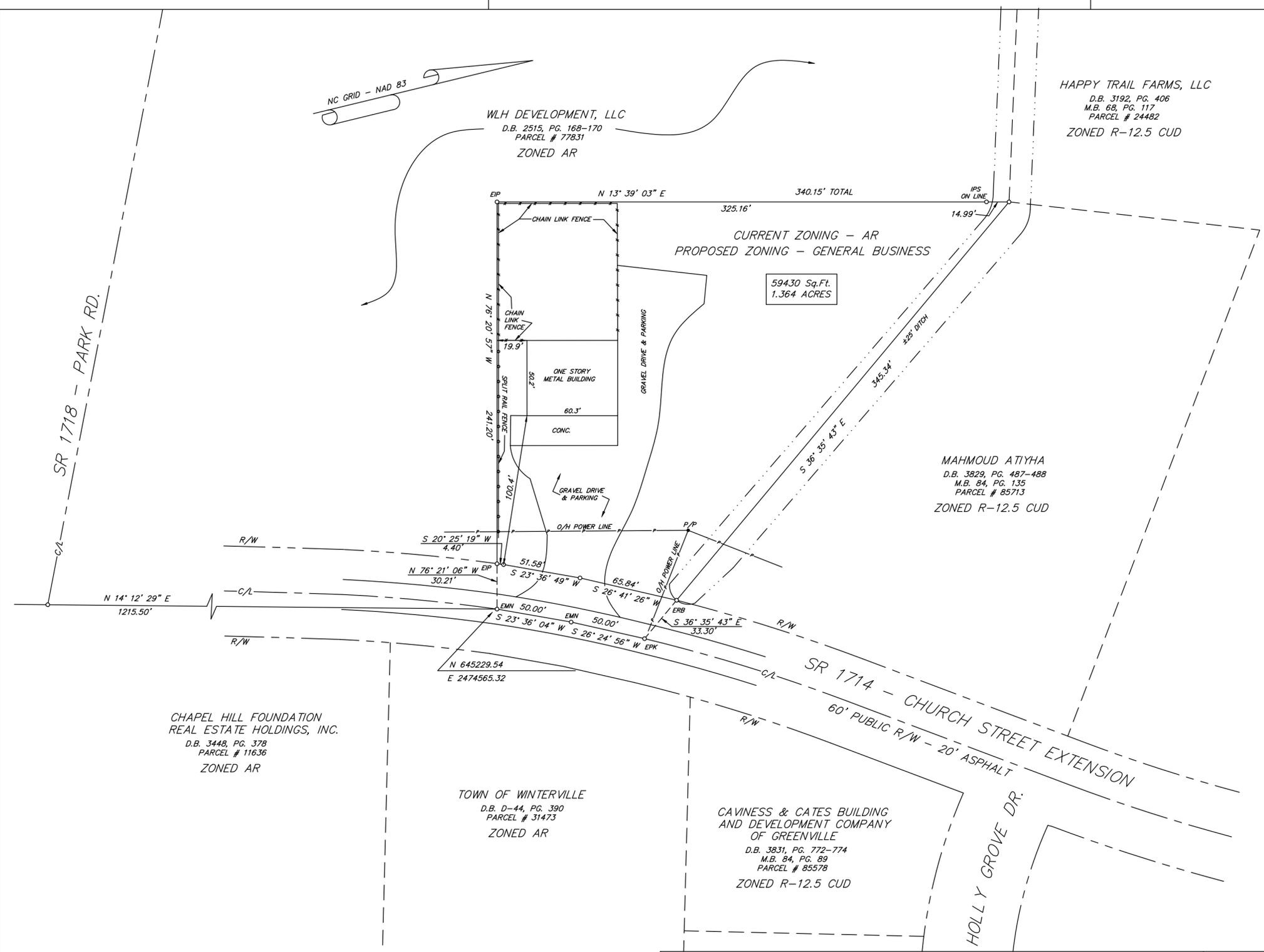
Cecily A. Glancy
Notary Public

My Commission Expires:
May 21, 2022

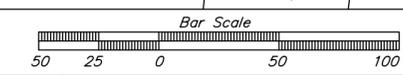




VICINITY MAP 1" = 1,000'



NOTE: NO POINT SET UNLESS OTHERWISE NOTED.



REFERENCE:
PARCEL # 68782
DEED BK. 3765, PG. 368-370

I, Gary S. Miller, certify to the following:
This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street;
that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 3765, Page 368-370 or other reference source _____); that the boundaries not surveyed are indicated as drawn from information in Book _____, Page _____ or other reference source SEE REF. _____; that the ratio of precision or positional accuracy is 1:10,000+; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).
Witness my hand and seal this 27th day of FEBRUARY, 2020.



Signed *G. Miller*
Professional Land Surveyor No. L-2562

- LEGEND:
EIP - EXISTING IRON PIPE
IPS - IRON PIPE SET
EPK - EXISTING PARKER/KALON NAIL
C/L - CENTERLINE
R/W - RIGHT OF WAY
EMN - EXISTING MAGNETIC NAIL
P/P - POWER POLE
O/H - OVERHEAD
ERB - EXISTING RE-BAR

SURVEY FOR
REZONING MAP FOR
PATRICIA MERIZIO
3018 CHURCH STREET EXT. 28590
WINTERVILLE, WINTERVILLE TOWNSHIP
PITT COUNTY, NORTH CAROLINA

WO 20028 FB 384

OWNER(S) PATRICIA MERIZIO
ADDRESS 200 PRANCER DR., BEAUFORT, NC 28516
PHONE 252-241-1226

GARY S. MILLER & ASSOCIATES, P.A. LAND SURVEYORS	SURVEYED: MCP	APPROVED: GSM
GARY S. MILLER, PLS Phone (252)756-7878 Fax (252)756-0785	DRAWN: BLW	DATE: 02-27-2020
1803 South Charles Blvd. Greenville, N.C. 27858 License # C-0225	CHECKED: GSM	SCALE: 1" = 50'

REZONING LEGAL DESCRIPTION

FOR

PATRICIA MERIZIO

Beginning at a point located in the centerline intersection of SR 1718 – Park Road and SR 1714 – Church Street Extension thence N 14-12-29 E, 1,215.50 feet to an existing magnetic nail located in the centerline of SR 1714 – Church Street Extension; thence leaving the centerline of SR 1714 – Church Street Extension N 76-21-06 W, 30.21 feet to an existing iron pipe located on the western right of way of SR 1714 – Church Street Extension the POINT OF BEGINNING; thence from said point of beginning and leaving the western right of way of SR 1714 – Church Street Extension N 76-20-57 W, 241.20 feet to an existing iron pipe; thence N 13-39-03 E, 325.16 feet to an iron pipe set; thence continuing N 13-39-03 E, 14.99 feet to a point located in a +-25 foot ditch; thence running along a +-25 foot ditch S 36-35-43 E, 345.34 feet to an existing re-bar located on the western right of way of SR 1714 – Church Street Extension; thence running along the western right of way of SR 1714 – Church Street Extension the following courses and distances S 26-41-26 W, 65.84 feet to a point; thence S 23-36-49 W, 51.58 feet to the point of beginning containing 1.364 acres.



2571 Railroad Street
PO Box 1459
Winterville, NC 28590

Phone (252)215-2358
Fax (252)756-3109
www.wintervillenc.com

**Town Council
Rezoning Request**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, August 10, 2020 at 7:00 pm in the Town Hall Assembly Room (**Due to COVID-19 social distancing will be in place) at 2571 Railroad Street, to hold a Public Hearing on the following proposal:

Patricia Merizio has submitted a proposal to rezone Parcel 68782 (3018 Church Street Ext) from Agricultural-Residential (AR) to General Business (GB). Per the Winterville Zoning Ordinance, the purpose of the General Business District (GB) is to accommodate those business that serve the traveling public, require large amounts of land for display and parking, and are not oriented to the pedestrian shopper.

Copies of the Zoning Ordinance and Map are on file at the Planning Department Office in the Town Hall and are available for public inspection by contacting bryan.jones@wintervillenc.com or the Winterville Planning Department at (252) 215-2358.

**Due to COVID-19 and the need for social distancing, persons having an interest in this matter and desiring to speak either for or against the requested rezoning are encouraged to submit written comments. You can email those comments to bryan.jones@wintervillenc.com or mail them to Town of Winterville, ATTN: Planning Department, 2571 Railroad Street, Winterville, NC 28590. Otherwise, please monitor the website for options on the opportunity to be heard during the meeting. For further information, contact the Winterville Planning Department at (252) 215-2358.

WLH Development, LLC
237 Churchhill Drive
Greenville, NC 27858

Mahmoud Atiyha
940 Van Gert Drive
Winterville, NC 28590

Chapel Hill Foundation Real Estate
Holdings INC
300 South Building CN 1000
Chapel Hill, NC 27599

Pitt County Shrine Club Holding
Corporation
PL Box 1845
Winterville NC 28590

Charles Vernon White
139 Vernon White Road
Winterville, NC 28590

Carolina Eastern Homes, LLC
PO Box 235
Morehead City, NC 28577

Bobby H Allen Life Estate
3107 Church Street Ext
Winterville, NC 28590

MAILED ON
7/29/2020

Happy Trail Farms, LLC
PO Box 1863
Greenville, NC 27835

Caviness and Cates Building and
Development Co of Greenville
639 Executive Pl STE 400
Fayetteville, NC 28305

Franklin R Fields
2947 Church Street Ext
Winterville, NC 28590

**NOTICE OF PUBLIC HEARING
Town of Winterville**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, August 10, 2020 at 7:00 pm in the Town Hall Assembly Room (**Due to COVID-19 social distancing will be in place) at 2571 Railroad Street, to hold a Public Hearing on the following proposal:

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Notes to Publisher:

Legal Advertisements
legals@apgenc.com
(252) 329-9521

Subject: Winterville Pubic Hearing – Merizio Property Rezoning.

Please place the above legal advertisement in the Daily Reflector on Thursday, July 30, 2020 and Thursday, August 6, 2020. Should you have any questions please contact me.

Please forward the invoice and Affidavit of Publication to me to assist with payment.

Thanks,

Donald Harvey, Town Clerk
Town of Winterville
2571 Railroad Street/PO Box 1459
Winterville, NC 28590
(252) 215-2344 – Phone
don.harvey@wintervillenc.com



**Town of Winterville Planning Department
Zoning Staff Report**

GENERAL INFORMATION

APPLICANT	Patricia Merizio
HEARING TYPE	Rezoning Request
REQUEST	Agricultural Residential (AR) to General Business
CONDITIONS	n/a
LOCATION	3018 Church Street Ext
PARCEL ID NUMBER(S)	68782
PUBLIC NOTIFICATION	Adjacent property owners were mailed notification of the rezoning request on March 4, 2020. Notification was posted on site on March 4, 2020. 10 properties were mailed notification.
TRACT SIZE	1.36 Acres
TOPOGRAPHY	Flat
VEGETATION	Cleared / Existing building on site

SITE DATA

EXISTING USE	Vacant
---------------------	--------

ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
N	GB	Commercial (HVAC Business)
E	R-12.5 / AR	Residential / Vacant
W	AR	Vacant
S	AR	Vacant

ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	Agricultural Residential (AR)	General Business (GB)
MAX DENSITY	n/a	n/a
TYPICAL USES	Large residential lots to accommodate septic systems	Accommodate businesses that serve the traveling public



SPECIAL INFORMATION

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	N/A
FLOODPLAIN	N/A
STREAMS	Stream feature located on northern property line
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit
SITE PLAN REQUIREMENTS	Site plan submittal is required for any change of use in existing building

**These regulations may not reflect all requirements for all situations. See the Town of Winterville Zoning Ordinance for all applicable regulations for site requirements for this zoning district.

LANDSCAPING & BUFFER REQUIREMENTS

Development must meet requirements of the Zoning Ordinance (Article X-A. Vegetation and Buffering Requirements).

TRANSPORTATION

STREET CLASSIFICATION	Church Street Ext – NCDOT Road
SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS	None available (per NCDOT Annual Average Daily Traffic Mapping)
TRIP GENERATION	N/A
SIDEWALKS	Depending on site plan submittal, sidewalks may be required.
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	N/A
OTHER	N/A



IMPACT ANALYSIS

Land Use Compatibility

The proposed General Business zoning district would allow land uses that are compatible with the general character of the area.

Town of Winterville Comprehensive Land Use Plan Policies

The Future Land Use Map designates this location as a Suburban Residential character area. However, given that there is an existing non-residential structure on the property and the property is adjacent to existing General Business, staff recommends amending the Future Land Use Plan and designate the subject property as **Office and Employment**. The requested **General Business** zoning district is generally consistent with this character area as defined by the future land use designation.

Comprehensive Land Use Plans - Recommendations & Implementation

Land Use Policy 1 – Encourage a balanced tax base while managing growth:

- (1.2) Encourage non-residential growth in the form of retail, restaurants, professional offices and industrial development.

Economic Development Policy 2 – Improve self-sufficiency and reduce retail leakage:

- (2.1) Support Winterville’s transformation from a “bedroom community” to a “neighboring community” of Greenville.

Economic Development Policy 6 – Focus on business recruitment, expansion and retention:

- (6.2) Encourage and support local businesses, especially in expansion efforts.
-



STAFF ANALYSIS AND RECOMMENDATION

Community Outreach

Applicant is encouraged to discuss this proposed rezoning with owners of surrounding properties.

Staff Analysis

The 1.364 acre property has an existing commercial building on it. The property North of the is zoned GeneralBusiness (GB) and has been permitted for a commercial business and currently under construction (Anderson HVAC). East of the request (across Church Street Ext) is zoned R-12.5 and AR. Holly Grove subdivision is located diagonally across the street and the property south of the subdivision is vacant. South of the request is vacant and AR. West of the request is vacant and zoned AR. The request is consistent with the intent and purpose of the Zoning Ordinance, the Comprehensive Land Use Plan and is generally compatible with the existing development and trend in the surrounding area.

Staff Recommendation

Staff recommends approval of the requested General Business District.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: August 10, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Pitt County Shrine Club – Rezoning Request (3100 Church Street Ext – parcel 73685).

Action Requested: Hold the Public Hearing.

Attachment: Rezoning Application, Addendum, Rezoning Map, Legal Description, Notification to Adjacent Property Owners, Advertised Notice, and Staff Report.

Prepared By: Bryan Jones, Planning Director

Date: 7/29/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp - 8/4/2020

Supporting Documentation

Applicant: Pitt County Shrine Club

Location: Church Street Ext south of its intersection with Laurie Ellis Road

Parcel Number: 73685

Site Data: 2.99 Acres

Current Zoning District: AR

Proposed Zoning District: Office and Institutional – Conditional District

The following conditions would apply: to operate a fraternal organization (Pitt County Shrine Club); to use the facility for fraternal meetings and fundraising efforts to support Shriners Hospital for Children; to allow the facility to be rented to the public for wedding receptions on Saturdays/Sundays and business meetings and luncheons during the week; public rental events on Saturday would not begin before 8 am and would conclude by 11 pm.

- Planning and Zoning Board unanimously recommended approval at the May 18, 2020 meeting.
- Adjacent property owners were mailed notification of the Public Hearing on July 29, 2020.
- Notification was posted on the site on May 8, 2020

Budgetary Impact: TBD.

Recommendation: Hold the Public Hearing.



REZONING APPLICATION
TOWN OF WINTERVILLE
2571 Railroad Street
P O Box 1459
Winterville, NC 28590
Phone: (252) 756-2221

Staff Use Only
Appl. # _____

OWNERSHIP INFORMATION:

Applicant: Pitt County Shrine Club Holding Corporation

Address: 3100 Church Street Winterville, NC 28590

Phone #: 252-714-1062

Owner: Pitt County Shrine Club Holding Corporation

Address: 3100 Church Street Winterville, NC 28590

Phone #: 252-714-1062

PROPERTY INFORMATION

Parcel #: 73685 Area (square feet or acres): 2.990

Current Land Use: Society Building

Location of Property: NCSR 1714 (Church Street Extension)

ZONING REQUEST

Existing Zoning: AR Requested Zoning: OI - Conditional District

Reason for zoning change: To allow for renting facility. See attached addendum for proposed conditions.

This application shall be accompanied by the following items:

- A map drawn to a scale of not less than 400 feet to the inch and not more than 20 feet to the inch showing the land covered by the proposed amendment;
- A legal description of the property;
- A list of the names and addresses of all owners of property involved in the map change and all adjoining property owners as shown on County tax records;
- A filing fee according to a regularly adopted Fee Schedule of the Town.

OWNER/AGENT STATEMENT

I, Pitt County Shrine Club Holding Corporation, being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for 05 / 18 / 2020.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance my result in the rezoning request not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

[Signature] 05/07/2020
Signature Date

NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OWNER MUST HAVE A NOTARIZED STATEMENT FROM THE PROPERTY OWNER GIVING THEM THE AUTHORITY TO ACT ON THE OWNER'S BEHALF.

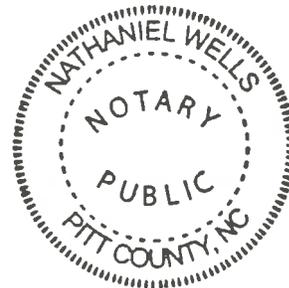
I, _____, being the Owner of the property described herein, do hereby authorize _____ as agent for the purpose of this application.

Signature Date 05/07/2020

Sworn to and subscribed before me, this 7th day of MAY, 2020.

[Signature]
Notary Public

My Commission Expires:
08/21/2024



PITT COUNTY SHRINE CLUB

PO Box 1845 Winterville, NC 28590



May 18, 2020

ADDENDUM to Rezoning Request from Pitt County Shrine Club
Reason for Zoning Change

Pitt County Shrine Club respectfully requests rezoning of our property at 3100 Church Street, Winterville NC, 28590 from A-R to O-I. Our main purpose & use of the facility is for Pitt County Shrine Club's fraternal meetings and fundraising efforts to support our charity, Shriners Hospitals for Children. So that we may better financially support Shriners Hospitals, we would like to make the building available for public rentals. We have had inquiries from the public requesting to rent our facility primarily for wedding receptions on Saturday or Sunday and an occasional weekday, business meeting & luncheon. It's anticipated that any public rental or use of Pitt County Shrine Club would be for this type of event. Any public rental event would not begin before 8:00 am on the weekend (to allow for wedding reception setup) and would conclude by 11:00 pm.

We at Pitt County Shrine Club are very aware of problems that can arise when hosting public rentals. At our previous location on Old Tar Road, we hosted public events for 33 years without any problems or issues. Any use of our facility will be supervised & controlled by a member of Pitt County Shrine Club or by a contracted representative of the Club, who will be "on-site" at all times. This will insure proper control of the event and the security of our facilities.

Thank you

A handwritten signature in black ink, appearing to read "Bobby Padgett", written over a horizontal line.

Bobby Padgett, Secretary
Pitt County Shrine Club
252-714-1062
pittshrine@suddenlink.net

A Man Never Stood So Tall As When He Stooped To Help A Child.

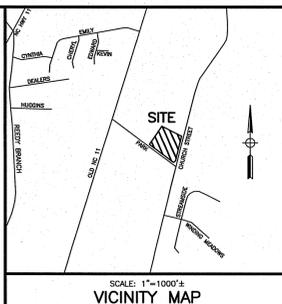
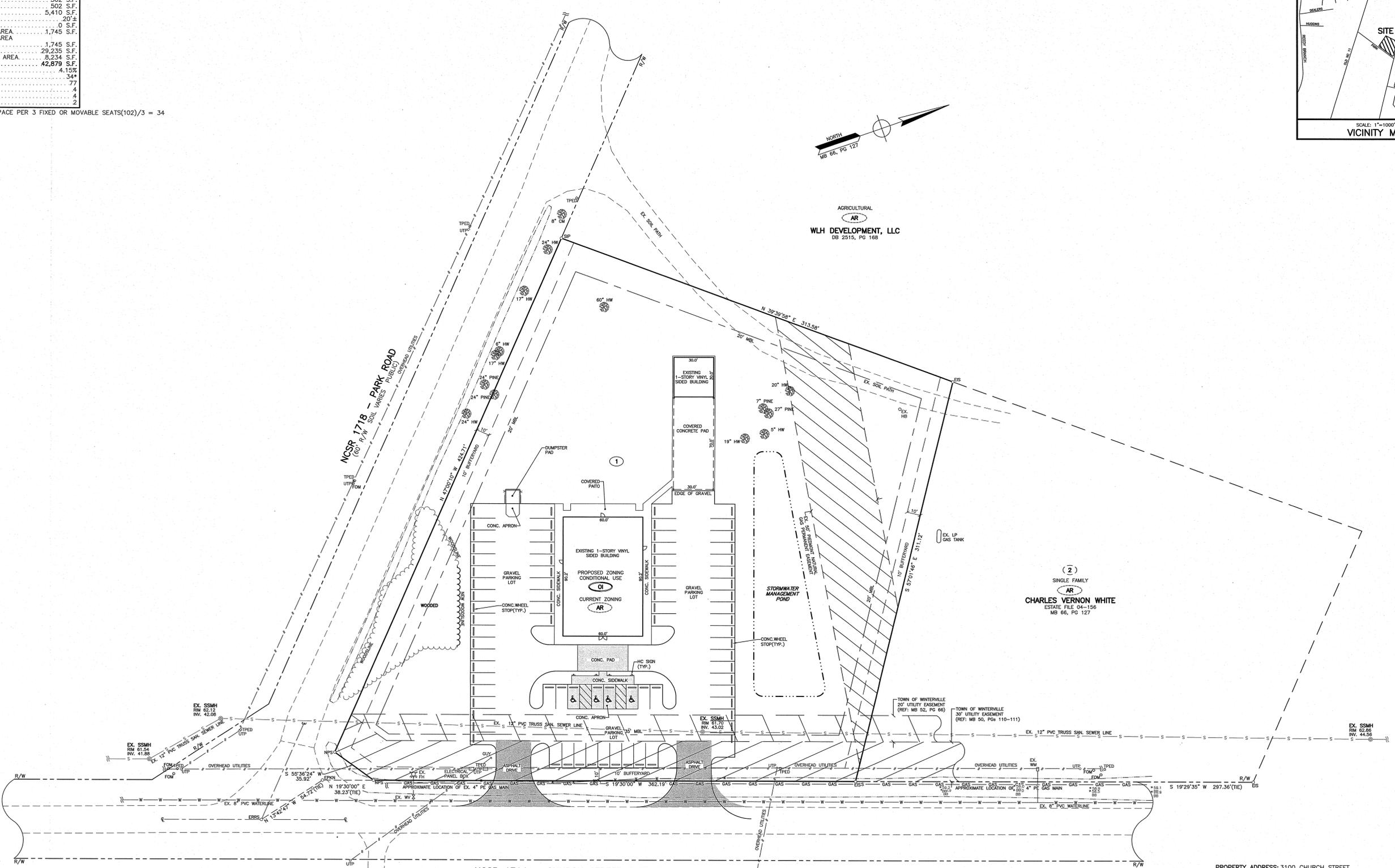
SITE DATA

Table with 2 columns: Description and Value. Includes: TOTAL AREA IN TRACT (2.990 ACRES), ZONING CLASSIFICATION (AR), EXISTING BUILDING AREA (502 S.F.), PROPOSED BUILDING AREA (5,410 S.F.), BUILDING HEIGHT (1 STORY) (20'±), EXISTING IMPERVIOUS PARKING AREA (0 S.F.), EXISTING IMPERVIOUS SIDEWALK & CONC. AREA (1,745 S.F.), PROPOSED IMPERVIOUS PARKING AREA (29,235 S.F.), PROPOSED IMPERVIOUS SIDEWALK & CONC. AREA (8,234 S.F.), TOTAL PROPOSED IMPERVIOUS AREA (42,879 S.F.), TOTAL % OF BUILDING LOT COVERAGE (4.15%), NO. OF PARKING SPACES REQUIRED (34), NO. OF PARKING SPACES PROVIDED (77), NO. OF HC SPACES REQUIRED (4), NO. OF HC SPACES PROVIDED (4), LUC (2).

*NO. OF PARKING SPACES REQUIRED = 1 SPACE PER 3 FIXED OR MOVABLE SEATS(102)/3 = 34

LEGEND

- ABS = ACRYLONITRILE-BUTADIENE-STYRENE
BB = BOTTOM OF BANK
B/C = BACK OF CURB TO BACK OF CURB
BC = BACK OF CURB
BFE = BASE FLOOD ELEVATION
BLD = BUILDING CORNER
BM = BENCH MARK
BMP = BEST MANAGEMENT PRACTICE
BO = BLOW OFF
BSP = BACTERIOLOGICAL SAMPLING POINT
CATV = CABLE TELEVISION BOX
CB = CATCH BASIN
CLD = CENTERLINE DITCH
CLF = CHAIN LINK FENCE
CLP = CENTERLINE PATH
CLR = CENTERLINE ROAD
CMP = CORRUGATED METAL PIPE
CO = CLEAN OUT
CONC = CONCRETE
CPI = CORRUGATED PLASTIC PIPE
DI = DROP INLET
DIP = DUCTILE IRON PIPE
DS = DOWNSPOUT
DW = DRAINWAY
ECM = EXISTING CONCRETE MONUMENT
EIA = EXISTING IRON AXLE
EIP = EXISTING IRON PIPE
EIS = EXISTING IRON STAKE
ECP = ELECTRICAL CONDUIT PIPE
ELM = ELECTRIC METER BOX
ELMH = ELECTRIC MANHOLE
EP = EDGE OF PAVEMENT
E PATH = EDGE OF PATH
EPKN = EXISTING PARKER KALON NAIL
ER = EDGE OF ROAD
ERRS = EXISTING RAILROAD SPIKE
ESCP = EXTRA STRENGTH CONCRETE PIPE
FES = FLARED END SECTION
FTE = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
FRM = FLOOD INSURANCE RATE MAP
FM = FORCE MAIN
F/O = FIBER OPTIC MAKER
GM = GAS METER
GV = GAS VALVE
GW = GUY WIRE
HB = HOSE BIB
ICV = IRRIGATION CONTROL VALVE
INV = INVERT
JB = JUNCTION BOX
LP = LIGHT POLE
LPA = LANDSCAPED AREA
MB = MAIL BOX
MBL = MINIMUM BUILDING LINE
MH = MANHOLE
MHW = MEAN HIGH WATER
MP = METAL PIPE
MW = MONITORING WELL
NTS = NOT TO SCALE
OCS = OUTLET CONTROL STRUCTURE
OUP = OVERHEAD UTILITY POLE
PC = POINT OF CURVATURE
PCC = POINT OF CONCAVE CURVATURE
PRC = POINT OF REVERSE CURVATURE
PIV = POST INDICATOR VALVE
PT = POINT OF TANGENCY
PVC = POLYVINYL CHLORIDE
PH = PUMP HOUSE
RCP = REINFORCED CONCRETE PIPE
R/W = RIGHT-OF-WAY
RIP = SET IRON PIPE
SPKN = SET PARKER KALON NAIL
SRKS = SET RAILROAD SPIKE
SS = SEWER SERVICE
SSMH = SANITARY SEWER MANHOLE
SSMH = STORM SEWER MANHOLE
SW = SIDEWALK
SWP = SMOOTH WALL HOPE
SWPP = SMOOTH WALL PLASTIC PIPE
TB = TOP OF BANK (TOP ONLY)
TK = TOP OF BLOCK
TC = TOP OF CURB
TOCONC = TOP OF CONCRETE
TG = TOP OF GRAVEL
TLMH = TELEPHONE MANHOLE
TP = TOP OF PAVEMENT
TSW = TOP OF SIDEWALK
TLMH = TELEPHONE MH
TPED = TELEPHONE PEDESTAL
TRANS = ELECTRICAL TRANSFORMER
TSP = TRAFFIC SIGNAL SUPPORT POLE
UTP = UTILITY POLE
V = VALLEY GUTTER
WDL = WOODSLINE
WM = WATER METER BOX
WP = WETLAND POOL
WSE = WATER SURFACE ELEVATION
WV = WATER VALVE
--- = NOT TO SCALE
--- = CLASS "B" STONE APRON
--- = CONSTRUCTION ENTRANCE/EXIT
--- = EXISTING OVERHEAD UTILITIES
--- = EXISTING SANITARY SEWER LINE
--- = EXISTING WATER LINE
--- = LIMITS OF CONSTRUCTION
--- = SLOPE
--- = DRAINAGE EASEMENT
--- = RIPARIAN BUFFER
--- = SIGHT TRIANGLE
--- = SIGN EASEMENT
--- = SIGN EASEMENT
--- = CONCRETE LINED DITCH
--- = ZONING CLASSIFICATION
--- = AREA TO BE DEMOLISHED
--- = TREE



PROPERTY ADDRESS: 3100 CHURCH STREET WINTERVILLE, NC 28590

GRAPHIC SCALE: 1" = 30'



- 1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE PLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 PART 1926, SUBPART, OR AS AMENDED.



Official map information including: SHEET 1 OF 1, CONDITIONAL USE REZONING MAP, TAX MAP #4574-44-1431, PARCEL #73685, PITT COUNTY SHRINE CLUB, LOT 1, CHARLES WHITE SUBDIVISION, OWNER: PITT COUNTY SHRINE CLUB HOLDING CORPORATION, ADDRESS: P.O. BOX 1845 WINTERVILLE, NC 28590, PHONE: 252-756-7090.

Table with project details: CLOSURE CHECK BOUNDARY, CHECKED: JGG, DATE: 12/05/17, DESIGNED: MWB, APPROVED: MWB, DRAWN: NRW, DATE: 05/05/20, CHECKED: MWB, SCALE: 1" = 30'.

Y:\DRAWINGS\17-197 TO GOODWIN CONST\CONDITIONAL USE MAP.dwg Thu, May 07, 2020 - 7:51 am RWELLS

**LEGAL DESCRIPTION OF PROPERTY
TO BE REZONED FROM AR TO OI – CONDITIONAL DISTRICT
PITT COUNTY SHRINE CLUB
WINTERVILLE, WINTERVILLE TOWNSHIP, PITT, NC MAY 7, 2020**

Beginning at a point where the western right-of-way of NCSR 1714 (Church Street Extension) intersects the northern right-of-way of NCSR 1718 (Park Road). From the above described beginning, so located, running thence as follows:

With the northern right-of-way of NCSR 1718 (Park Road), N 47°00'10" W 424.71', thence leaving the northern right-of-way of NCSR 1718 (Park Road), N 39°39'58" E 313.58', thence S 57°01'46" E 311.12' to a point on the western right-of-way of NCSR 1714 (Church Street Extension), thence with the western right-of-way of NCSR 1714 (Church Street Extension), S 19°30'00" W 362.19' and S 55°36'24" W 35.92' to the point of beginning containing 2.990 acres.



2571 Railroad Street
PO Box 1459
Winterville, NC 28590

Phone (252)215-2358
Fax (252)756-3109
www.wintervillenc.com

**Town Council
Rezoning Request**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, August 10, 2020 at 7:00 pm in the Town Hall Assembly Room (**Due to COVID-19 social distancing will be in place) at 2571 Railroad Street, to hold a Public Hearing on the following proposal:

The Pitt County Shrine Club has submitted a proposal to rezone Parcel 73685 (3100 Church Street Ext) as shown on the attached map from Agricultural-Residential (AR) to Office and Institutional - Conditional District (OI-CD). Per the Winterville Zoning Ordinance, the Office and Institutional District (OI) is a district in which the principal use of land is for residences, general business offices and professional offices, and institutional types such as hospitals and medical clinics which do not materially detract from nearby residential areas. Per the proposed rezoning request the property would be subject to the following conditions: to operate a fraternal organization (Pitt County Shrine Club); to use the facility for fraternal meetings and fundraising efforts to support Shriners Hospital for Children; to allow the facility to be rented to the public for wedding receptions on weekends and business meetings and luncheons during the week; public rental events on weekends would not begin before 8 am and would conclude by 11:00 pm.

Copies of the Zoning Ordinance and Map are on file at the Planning Department Office in the Town Hall and are available for public inspection by contacting bryan.jones@wintervillenc.com or the Winterville Planning Department at (252) 215-2358.

**Due to COVID-19 and the need for social distancing, persons having an interest in this matter and desiring to speak either for or against the requested rezoning are encouraged to submit written comments. You can email those comments to bryan.jones@wintervillenc.com or mail them to Town of Winterville, ATTN: Planning Department, 2571 Railroad Street, Winterville, NC 28590. Otherwise, please monitor the website for options on the opportunity to be heard during the meeting. For further information, contact the Winterville Planning Department at (252) 215-2358.

WLH Development, LLC
237 Churchhill Drive
Greenville, NC 27858

Bobby H Allen Life Estate
3107 Church Street Ext
Winterville, NC 28590

Bobby F Jefferson Jr
527 Jimmies Creek Dr
New Bern, NC 28562

Charles Vernon White
139 Vernon White Road
Winterville, NC 28590

MAILED ON
7/29/2020

Chapel Hill Foundation Real Estate
Holdings INC
300 South Building CN 1000
Chapel Hill, NC 27599

Robert Tugwell
Susan Tugwell
2436 Trellis Court
Raleigh, NC 27604

Suzanne Brewer Harmon
PO Box 2548
Greenville, NC 27836

**NOTICE OF PUBLIC HEARING
Town of Winterville**

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Notes to Publisher:

Legal Advertisements
legals@apgenc.com
(252) 329-9521

Subject: Winterville Pubic Hearing – Shrine Club Rezoning.

Please place the above legal advertisement in the Daily Reflector on Thursday, July 30, 2020 and Thursday, August 6, 2020. Should you have any questions please contact me.

Please forward the invoice and Affidavit of Publication to me to assist with payment.

Thanks,

Donald Harvey, Town Clerk
Town of Winterville
2571 Railroad Street/PO Box 1459
Winterville, NC 28590
(252) 215-2344 – Phone
don.harvey@wintervillenc.com



**Town of Winterville Planning Department
Zoning Staff Report**

GENERAL INFORMATION

APPLICANT	Pitt County Shrine Club
HEARING TYPE	Rezoning Request
REQUEST	Agricultural Residential (AR) to Office and Institutional Conditional District (OI-CD)
CONDITIONS	n/a
LOCATION	3100 Church Street Ext
PARCEL ID NUMBER(S)	73685
PUBLIC NOTIFICATION	Adjacent property owners were mailed notification of the rezoning request on May 8, 2020. Notification was posted on site on May 8, 2020. 7 properties were mailed notification.
TRACT SIZE	2.99 Acres
TOPOGRAPHY	Flat
VEGETATION	Cleared / Existing building on site

SITE DATA

EXISTING USE	Fraternal Organization – CUP issued on 12/19/17
---------------------	---

ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
N	AR	Residential
E	AR	Vacant
W	AR	Residential / Vacant
S	AR	Vacant

ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	Agricultural Residential (AR)	Office and Institutional - CD
MAX DENSITY	n/a	n/a
TYPICAL USES	Large residential lots to accommodate septic systems	General business and professional offices.



--	--	--

SPECIAL INFORMATION

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	N/A
FLOODPLAIN	N/A
STREAMS	N/A
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit
SITE PLAN REQUIREMENTS	Site plan approved by DRC 7/26/18

**These regulations may not reflect all requirements for all situations. See the Town of Winterville Zoning Ordinance for all applicable regulations for site requirements for this zoning district.

LANDSCAPING & BUFFER REQUIREMENTS

Development must meet requirements of the Zoning Ordinance (Article X-A. Vegetation and Buffering Requirements).

TRANSPORTATION

STREET CLASSIFICATION	Church Street Ext – NCDOT Road
SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS	None available (per NCDOT Annual Average Daily Traffic Mapping)
TRIP GENERATION	N/A
SIDEWALKS	N/A
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	N/A
OTHER	N/A



IMPACT ANALYSIS

Land Use Compatibility

The proposed General Business zoning district would allow land uses that are compatible with the general character of the area.

Town of Winterville Comprehensive Land Use Plan Policies

The Future Land Use Map designates this location as a Suburban Residential character area. Per the Comprehensive Land Use Plan, civic organizations are potentially allowed within future land use category. The property and existing building are already approved for the operation of the Pitt County Shrine Club. Therefore, the requested **Office and Institutional – Conditional District** is generally consistent with this character area as defined by the future land use designation.

Comprehensive Land Use Plans - Recommendations & Implementation

Land Use Policy 5 – Maintain and improve neighborhood character.

- (5.1) Identify places that make Winterville unique.

STAFF ANALYSIS AND RECOMMENDATION

Community Outreach

Applicant is encouraged to discuss this proposed rezoning with owners of surrounding properties.

Staff Analysis

The 2.99 acre property has an existing building on it that has already been approved for the Pitt County Shrine Club. The property North of the request currently vacant and is zoned Agricultural-Residential (AR). East of the request (across Church Street Ext) is zoned AR and has a single family home located on it. South of the request is vacant and AR. West of the request is vacant and zoned AR. The request is consistent with the intent and purpose of the Zoning Ordinance, the Comprehensive Land Use Plan and is generally compatible with the



existing development and trend in the surrounding area.

Staff Recommendation

Staff recommends approval of the requested Office and Institutional – Conditional District.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 10, 2020

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Council Meeting Minutes.

Action Requested: Approval of Minutes.

Attachment: Draft Minutes of the Council meetings listed below.

Prepared By: Donald Harvey, Town Clerk

Date: 7/29/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp – 8/4/2020

Supporting Documentation

Approval of the following sets of Council Meeting Minutes:

- June 8, 2020 Regular Meeting Minutes; and
- June 29, 2020 Special Called Meeting Minutes.

Budgetary Impact: NA.

Recommendation: Approval of Minutes.



**WINTERVILLE TOWN COUNCIL
MONDAY, JUNE 8, 2020 - 7:00 PM
REGULAR MEETING MINUTES
ELECTRONIC VIA ZOOM**

The Winterville Town Council met in a Regular Meeting on the above date at 7:00 PM in the Town Hall Assembly Room and electronically via ZOOM, with Mayor Douglas A. Jackson presiding. The following were present:

Douglas A. Jackson, Mayor
Veronica W. Roberson Mayor Pro Tem
Richard (Ricky) E. Hines, Councilman (remote)
Tony P. Moore, Councilman
Johnny Moye, Councilman
Mark C. Smith, Councilman
Keen Lassiter, Town Attorney
Terri L. Parker, Town Manager
Ben Williams, Assistant Town Manager
Ryan Willhite, Police Chief
David Moore, Fire Chief
Travis Welborn, Public Works Director
Robert Sutton, Electric Director
Anthony Bowers, Finance Director
Evan Johnston, Parks and Recreation Director
Bryan Jones, Planning Director
Amy P. Barrow, Executive Staff Assistant/Human Resource Assistant
Donald Harvey, Town Clerk

CALL TO ORDER: Mayor Jackson called the meeting to order.

INVOCATION: Mayor Pro Tem Roberson gave the Invocation.

PLEDGE OF ALLEGIANCE: Mayor Jackson led everyone in the Pledge of Allegiance.

WELCOME: Mayor Jackson welcomed the public.

APPROVAL OF AGENDA:

Manager Parker noted several changes to the Agenda placed in front of everyone.

Motion made by Councilman Moye and seconded by Mayor Pro Tem Roberson to approve the amended agenda. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

PROCLAMATIONS:

Larue M. Evans – Town Clerk Harvey read the Proclamation.



**PROCLAMATION
Honoring LaRue M. Evans**

WHEREAS, LaRue M. Evans was born May 21, 1919 in Stokes, NC and was 101 years old; and
WHEREAS, LaRue M. Evans attended the Stokes schools and graduated valedictorian of her class in 1936; and

WHEREAS, LaRue M. Evans graduated from East Carolina Teachers College in 1940 with an A.B. Degree in English, French and History; and

WHEREAS, LaRue M. Evans married her husband, James Alex Evans, Jr., in 1943 of Winterville and continued to be a resident; and

WHEREAS, LaRue M. Evans and her husband had one son Delyle M. Evans; and

WHEREAS, LaRue M. Evans graduated from East Carolina College in 1960 with a Master's Degree; and

WHEREAS, LaRue M. Evans did post graduate study at the University of North Carolina in Chapel Hill in 1966; and

WHEREAS, LaRue M. Evans taught school from 1940-1981 including history at Winterville High School from 1942-1946; and

WHEREAS, LaRue M. Evans was active in promoting the growth and improvement of the Town of Winterville, chaired the town's Centennial Committee, served as secretary of the Winterville Chamber of Commerce, and led the fund raising drive for and directed the restoration of the A.W. Ange house for a museum and cultural center; and

WHEREAS, LaRue M. Evans established an endowment fund for the maintenance of the Winterville museum, served on the Board of Directors for the Winterville Historical and Arts Society and in 2011 received citizen of the year award from the Winterville Chamber of Commerce, and

WHEREAS, LaRue M. Evans was a significant contributor to the Winterville Community, and

NOW, THEREFORE, I, Douglas A. Jackson, Mayor of the Town of Winterville hereby honor the contribution and legacy of LaRue M. Evans to the Winterville Community; and

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 8th day of June, 2020.

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk

Motion made by Councilman Moye and seconded by Mayor Pro Tem Roberson to approve the Larue M. Evans Proclamation. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

PRESENTATIONS:

Neuse River Basin Regional Hazard Mitigation Plan: Planning Director Jones gave the following presentation. The Neuse River Plan involves Greene, Jones, Lenoir, Pitt and Wayne County, as well as all incorporated municipalities throughout the Region. Following adoption, the Town Council with formal certification of the plan for the next five-year cycle will complete the planning process initiated early last year (2019). Development of the draft document involved a series of four Hazard Mitigation Planning Committee meetings, as well as two public input meetings. Staff, as well as two Citizen Stakeholders represented each jurisdiction. A full copy of the draft plan, as well as materials associated with the planning process are available through the following web link: www.neuseriverhmp.com.



Town of WINTERVILLE
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Town Council – June 8, 2020

Neuse River Basin Regional Hazard Mitigation Plan

Presenter:
Bryan Jones,
Planning Director



Town of WINTERVILLE
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Neuse River Basin RHMGP

Neuse River Basin Hazard Mitigation Plan History (Regional Plan Concept):

- Plan was approved by FEMA June 22, 2015.
- FEMA moved from Multi-jurisdictional Plans to Regional Plans (the Town of Winterville was included in the Pitt County Multi-Jurisdictional Plans approved in 2004 and 2010).
- Through the regional planning effort, hazard issues are addressed specifically for each County as well as the Region overall.



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Pitt County

Ayden
Bethel
Falkland
Farmville
Fountain
Greenville
Grifton
Grimesland
Simpson
Winterville

Greene County

Hookerton
Snow Hill
Walstonburg

Jones County

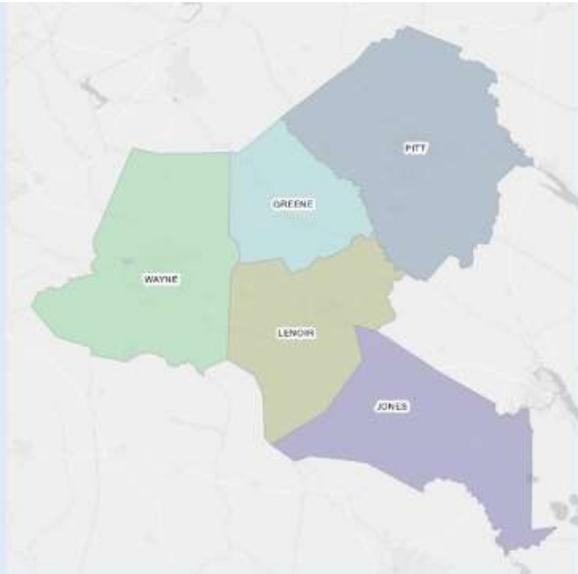
Maysville
Pollockville
Trenton

Lenoir County

Kinston
La Grange
Pink Hill

Wayne County

Eureka
Fremont
Goldsboro
Mount Olive
Pikeville
Seven Springs
Walnut Creek



Town of
WINTERVILLE

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Neuse River Basin RHMGP

- As defined by FEMA, “hazard mitigation” means any sustained action taken to reduce or eliminate the long-term risk to life and property from a hazard event.
- The purpose of the Neuse River Regional Hazard Mitigation Plan is to identify, assess, and mitigate hazard risk to better protect the people and property within the Region from the effects of natural and human caused hazards.



Town of
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Neuse River Basin RHMGP

- This plan documents the following:
 - Progress on existing hazard mitigation planning efforts, updates the previous plan to reflect current conditions in the Region including relevant hazards and vulnerabilities;
 - Increases public education and awareness about the plan and planning process;
 - Maintains grant eligibility for participating jurisdictions;
 - Maintains compliance with state and federal requirements for local hazard mitigation plans;
 - Identifies and outlines strategies the Region’s participating jurisdictions will use to decrease vulnerability and increase resiliency.



What's Changed in the Plan?

- Consider changes in vulnerability due to action implementation;
- Document **success stories** where mitigation efforts have proven effective;
- Document areas where mitigation actions were **not effective**;
- Document any **new hazards** that may arise or were previously overlooked;
- Incorporate **new data or studies on hazards and risks**;
- Incorporate **new capabilities** or changes in capabilities;
- Incorporate **growth and development-related changes** to inventories; and
- Incorporate **new action recommendations** or changes in action prioritization.



Hazard Mitigation Plan Requirements:

- Disaster Mitigation Act of 2000: 44 CFR 201.6/HMGP Grant Process:
- Communities are required to update their hazard mitigation plans every **5 years** to remain eligible for federal disaster funding
- Any federally declared disaster in the State of North Carolina means the county and municipal jurisdictions in the Neuse River Basin Region are eligible to apply for funding
- Having an updated plan ensures that the county and municipal jurisdictions will be ready with mitigation project ideas whenever funding becomes available



The following Resolution of Adoption relates to the Neuse River Basin Regional Hazard Mitigation Plan:

TOWN OF WINTERVILLE

**RESOLUTION ADOPTING THE
NEUSE RIVER BASIN REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, the Town of Winterville is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the Town of Winterville desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Winterville Town Council to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Winterville Town Council to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the Town of Winterville; and

WHEREAS, the Town of Winterville actively participated in the planning process for the Neuse River Basin Regional Hazard Mitigation Plan and has prepared a regional hazard mitigation plan update with input from the appropriate local and state officials; and

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency will review the Neuse River Basin Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Winterville, North Carolina hereby:

1. Adopts the Neuse River Basin Regional Hazard Mitigation Plan; and
2. Vests the Planning Director with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
3. Appoints the Planning Director to assure that, in cooperation with the other participating jurisdictions, the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Winterville Town Council for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the 2020 Neuse River Basin Regional Hazard Mitigation Plan.

Adopted this the 8th day of June, 2020.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk

Motion made by Councilman Smith and seconded by Councilman Moye to approve Resolution 20-R-061 adopting the Neuse River Basin Regional Hazard Mitigation Plan. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

NEW BUSINESS:

Ange Plaza Lots 20 & 21 Final Plat: Planning Director Jones gave the following presentation.



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Ange Plaza – Lots 20 & 21 – Final Plat

- Site Data:
 - Location: Beacon Drive east of its intersection with Winterville Pkwy
 - Parcel Number: 76141
 - Size: 2 Lots, 2.57 Acres
 - Zoning: General Business (GB)



Site Data:

- Located on Beacon Drive
- Current Zoning: General Business (GB)
- Size: 1.24 acres

Annexation Process:

- 1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation (3/9/20).
 - 2nd Council Meeting: Schedule a Public Hearing for the Annexation (5/11/20).
 - 3rd Council Meeting: Hold Public Hearing on the Annexation (6/8/20).
-
- ❖ Petitioner and adjacent property owners within 100' mailed notification on 5/27/20.
 - ❖ Public Notice published in the Daily Reflector on 5/28/20 and 6/4/20.



Mayor Jackson declared the public hearing open, asked if anyone would like to speak in favor of the annexation request. There were no comments. Mayor Jackson asked if anyone would like to speak in opposition of the rezoning request. There were no comments. Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Hines and seconded by Councilman Smith to approve the Annexation of Ange Plaza Lot 21 with no conditions. The poll vote results are as follows: Mayor Pro Tem Roberson, no; Councilman Moye, no; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, no. Motion failed, 2-3.

Town Manager Parker reminded everyone that any comments received within 24 hours must be considered and will be reported to Council.

Written comments may be submitted 24 hours after the public hearing. Any action taken will be contingent upon receipt of any comments within the 24-hour requirement.

Motion made by Councilman Moye and seconded by Councilman Moore to approve the Annexation of Ange Plaza Lot 21 contingent upon receipt of any comments within 24 hours of the conclusion of the meeting. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, no; and Councilman Moore, yes. Motion carried, 4-1.

*(Note to the minutes) No comments were received within 24 hours of the conclusion of the meeting, thus the motion approving the annexation of Ange Plaza Lot 21 is approved.

Evergreen Construction Company Rezoning Request. Planning Director Jones gave the following presentation for the request:

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Evergreen Construction Company– Rezoning Request

- Applicant: Evergreen Construction Company
- Location: Hwy11 / Chapman Street north of its intersection with Main Street
- Parcel Number: 20628 and 28376
- Site Data: 3.27 acres
- Current Zoning District: R-6 / GB
- Proposed Zoning District: Multifamily-Residential (MR) – Conditional Zoning



Town of WINTERVILLE
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Evergreen Construction Company– Rezoning Request

Conditions for the Conditional District:

- “To allow for subject parcels to be developed as 48 unit (55+) age restricted senior rental housing.”



- Adjacent property owners were mailed notification of the rezoning request on May 27, 2020.
- Notification was posted on the site on February 10, 2020 and verified still there on May 27, 2020.
- Notification was published in the Daily Reflector on May 28, 2020 and June 4, 2020.



EXISTING LAND USE MAP



FUTURE LAND USE PLAN



FUTURE LAND USE CHARACTER AREAS

- Conservation**
 The 100-year floodplain is regulated in order to prevent loss during floods. These areas are appropriate for outdoor recreation, agriculture / silviculture, and are otherwise predominantly unsuitable for development. This area also includes cemeteries.
- Rural Residential**
 Very low density, single family detached residential on very large lots in a rural setting. Generally less than 1 dwelling per acre, and almost always without sewer service. Industrial agricultural operations are still active in these locations.
- Suburban Residential**
 Primarily the large lot, single family detached residential, that many people love about the town's housing stock. Generally 2-3 dwelling units per acre, larger lots, with front- and side-loaded garages. Smaller lot sizes occasionally if minimum standards for open space and amenities are exceeded.
- Urban Neighborhood**
 Primarily medium-sized lots with single family detached residential and occasionally smaller-scale, context-sensitive patio homes and attached residential permitted if design criteria are met. Generally 3-8 dwellings per acre. Some small-scale services, restaurants, or offices encouraged at select locations with good access.
- Commercial Overlay**
 Potential for small-scale commercial that is sensitive to existing residential development if good transportation access is possible.
- Neighborhood Center**
 Context-appropriate commercial, retail, services, professional offices, and occasionally residential located at key locations and crossroads that serve the general neighborhood around them. Small-lot residential or patio homes and/or attached residential could be part of land use mix.
- Mixed Use Center**
 Mix of commercial, retail, restaurants, and service-oriented businesses, with a variety of residential options, including multi-family townhomes, and upper-story residential. Offices also potentially on upper floors. Walkable places with a pedestrian-focused "downtown" feel.
- Regional Center**
 High- to medium-intensity commercial, retail and lodging uses that act as regional activity centers, with offices and residential potentially mixed in. Primarily auto-oriented destinations with national or regional businesses.
- Employment / Residential**
 These areas could include office buildings, storage and flex uses, supporting commercial uses and/or medium to high-intensity residential uses.
- Office & Employment**
 Large office buildings, manufacturing, distribution, and light-to medium-industrial uses, storage and flex uses, along with associated offices and supporting commercial uses.
- Institution or Park**
 Community schools, the Pitt Community College campus, town parks, and open space areas form a fabric that binds the community together. New institutional, civic, and open space uses are potentially allowed in any future land use category.



Mixed Use Center

General Character

Mixed Use Centers allow flexibility to respond to market demands by emphasizing the form of development over use or intensity. These areas feel made for people and have just a little "hustle-and-bustle" with some small-town hospitality mixed in.

Typical Components	
Density	No limit on upper story residential, up to 20 units per acre elsewhere
Lot coverage	High to very high
Building height	2-4 stories
Parking	Off-street or on-street
Street pattern	Urban grid
Right-of-way width	50'-60', less for alleys
Block length	400'-600'
Drainage	Curb-and-gutter
Bicycle/Pedestrian	Wide sidewalks
Civic Space	10-20%, Plazas or greens as organizing elements, greenways, pocket parks, naturalized stormwater detention
Potential zoning	C-B, possibly M-R, G-B, C-N or C-I, potentially a need for a new district

Uses

Retail, restaurants, and shopping create active street frontage, with upper story residential and office adding diversity. Stand-alone commercial, office and multi-family possible as part of larger-scale developments. Smaller detached and attached housing options blend with existing homes.

Buildings & Parking

Buildings are packed closely together and pulled up to the street, which creates a walkable environment. On-street parking and high lot coverage maximize the amount of attractions available.

Streets & Connections

The streets have wide sidewalks that foster an active pedestrian environment. The tight grid and pleasant streetscapes encourage walking and window-shopping.



Examples of Mixed Use Center.

RECOMMENDATIONS & IMPLEMENTATION

Land Use

Organizing Goals:

Primary Goals:

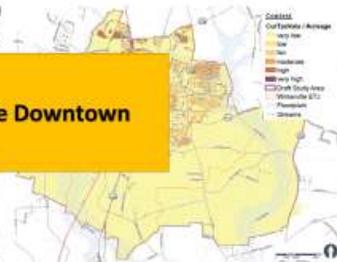
- Strengthen and Diversify the Economy
- Safe, Healthy Neighborhoods and Environment
- Activate Downtown

Supporting Goals:

- Create a Town-wide Identity
- Connectivity and Mobility

in areas designated as such on the Future Land Use Map.

Activate Downtown



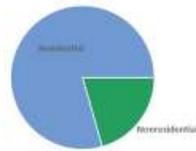
Policies and Strategies

Policy 1: Encourage a balanced tax base while managing growth.

Strategies

- 1.1: Utilize the Future Land Use Map and character areas when considering land use decisions (i.e., development approvals and rezoning decisions) and infrastructure improvement priorities.
- 1.2: Encourage non-residential growth in the form of retail, restaurants, professional offices and industrial development

- The future land use map presents a view of the future many years from the current, and each rezoning should be considered on its own merits. It may be necessary to deny rezoning requests if they are premature or do not fit well with surrounding uses, even if the Future Land Use Map supports the rezoning.



Residential properties make up the bulk of the tax base (nearly 80%).

IMPACT / POLICY ANALYSIS

IMPACT / POLICY ANALYSIS

Policy 5: Maintain and improve neighborhood character.

Strategies

5.1: Identify, measure, and codify the character of the places that make Winterville unique.

- Design guidelines or standards that reinforce architectural vernacular styles and/or define streetscape, planting or open space design criteria can help make the built environment in Winterville unique and distinct.

5.2: Encourage open space and amenities in new development.

- Review open space, recreation, and fee-in-lieu standards for new subdivisions to ensure that the recreational needs of new residents are met.
- Update Zoning Ordinance to require minimum amount of open space for new residentially those in Urban Neighborhoods densities exceed one acre.
- Consider adoption of standards for provision of open space over the minimum requirements.
- Update Zoning Ordinance to specify open space requirements.

Policy 6: Support higher density housing options in strategic locations.

Strategies

6.1: Encourage housing options in locations within walking distance of commercial and mixed use areas.

- Allow for higher density housing near places of work, shopping and as a transitional use between non-residential uses and lower density housing.
- Update land use and zoning regulations to encourage development that has a mix of uses and housing options in appropriate zoning districts.
 - Consider detached and small-unit residential housing in commercial and mixed-use neighborhoods.

POLICY 6: Support higher density housing options in strategic locations.

(6.1) Encourage housing options in locations within walking distance of commercial and mixed uses.

landscape standards, amenities and open space, landscaping and street trees to improve design and reduce impacts.



Open space in the form of greens, pocket parks, sports fields and greenways can serve as amenities in new developments, function as gathering places for the community and help to reduce the burden on public parks and facilities. Passive open space, in the form of natural areas can help buffer existing development and natural resources from new development. Standards for open space in Winterville could be increased for new development. In the meantime the conditional zoning process could be utilized to ensure new development fits well near existing residential neighborhoods.

Economic Development

Organizing Goals:

Primary Goals:

- Strengthen and Diversify the Economy
- Create a Town-wide Identity

Supporting Goals:

- Activate Downtown

Policies and Strategies

Policy 1: Continue to implement previous plans.

Strategies

- 1.1: Continue to implement relevant recommendations from the adopted economic development plan.
 - Update the Economic Development Strategy periodically (typically every 5-8 years).
- 1.2: Continue to market the assets and opportunities of Winterville as stated in the adopted economic development plan.
- 1.3: Emphasize retail, office, light industrial and other commercial development

especially along Winterville Parkway and other appropriate areas.

Policy 2: Improve self-sufficiency and reduce...

Strategies

2.1: fr

Economic Development Activate Downtown

its own vibrant community with its own commercial and employment sectors. This will help the Town become a self-sufficient community that recaptures retail leakage from nearby Greenville.

- 2.2: Discourage rezonings to residential zoning districts in high visibility corners with good access and parcels within Office & Employment future land use areas.

Policy 3: Reinforce the Town's identity as a family-friendly community.

Strategies

- 3.1: Support rezonings to residential uses in the Suburban Residential and Urban Neighborhood areas identified on the future land use map.
- 3.2: Continue to support and promote



The majority of Winterville's residential growth has been and will likely be in the form of single family detached residential subdivisions.



Encouraging commercial development on sites with good transportation access will help balance the tax base and create a more self-sufficient community.

Adopted: 10/14/2019

Recommendations & Implementation | 65

- The addition or widening of sidewalks, enhanced intersections, street trees and retrofits to increase on-street parking should be considered.

Downtown Policy 3: Encourage investment and redevelopment

- Encourage the preservation, reuse and rehabilitation of significant historical structures.
- Consider adjustments to the Central Business Zoning District and/or the Central Business Transition Overlay District (CBTO) to better reinforce the downtown character.
 - Adjustments could include:
 - Consider creating maximum setbacks.
 - Consider requiring on-street parking or parking to the side or rear.
 - Consider reducing parking requirements if on-street parking is provided in the vicinity (CB district currently does not have off street parking requirement, but CBTO does).
 - Consider limiting sign height or prohibiting ground mounted signs in downtown.
 - Consider transparency and/or building orientation or access requirements.

Policy 3: Encourage investment and redevelopment.

Strategies

- 3.1: Consider waiving some town fees (building inspection fees, utility upgrade/connection fees, etc.) for building owners that improve their structures, increase their operations or use, or improve their facades.
- 3.2: Consider establishing a tax rebate program that refunds a portion of property taxes for building improvements for a period of time (5 years), to encourage reinvestment in the downtown.
- 3.3: Discourage non-active uses on the ground floor, such as "appointment only" businesses or those that do not cater to window shoppers, the downtown experience, or the general public.
 - In particular, the following uses generally detract from the "downtown" experience: funeral home, single family homes, churches, banks, drive-thru's of any kind, car wash, crematorium, and large parking lots.
- 3.4: Establish a uniform and coordinated public streetscape and signage plan in the downtown area.
- 3.5: Encourage and allow high density residential in and around downtown.



Encourage and allow high density residential in and around downtown

Adopted: 10/14/2019

Recommendations & Implementation | 79

RECOMMENDATIONS & IMPLEMENTATION

family friendly events including the Christmas Parade and Tree Lighting, the Watermelon Festival, Summer Movie and Concert Series and other events.

Policy 4: Respond to recent and planned transportation improvements.

Strategies

- 4.1: Encourage new commercial development at key intersections along Forlines Road and Fire Tower Road Extension.
 - Capitalize on opportunities that will arise due to the Southwest Bypass and planned extension of Fire Tower Road.
- 4.2: Encourage new commercial and industrial businesses to locate along the Laurie Ellis Extension.

Policy 5: Promote retirement-focused living.

Strategies

- 5.1: Continue participation in the N.C. Department of Commerce's Certified Retirement Community Program.
- 5.2: Remove barriers to and consider incentives for senior-friendly housing types in downtown and other appropriate locations.
- 5.3: Recruit developers for individualily-owned patio homes and life care facilities

ties to broaden market offerings to appeal to the retirement age demographic.

**Policy 5 (Econ Dev.)
Promote retirement-focused living.**

Policy 5: Promote retirement-focused living.

4.1: Recruit new national and local businesses to Regional Center future land use areas.

- 6.2: Encourage and support local businesses, especially in expansion efforts.
- 6.3: Coordinate with Pitt Community College for expansions or other infrastructure needs.
 - This might include facilities to support the college, such as hotels, better road connections or intersection realignments, pedestrian connections, etc.
- 6.4: Coordinate with Pitt County and neighboring community economic development efforts.



The number of Winterville residents age 45 to 75 grew by 35% between 2010 and 2016. Lower maintenance patio homes and pocket neighborhoods may appeal to this demographic. Current zoning regulations could be modified to encourage this type of housing near downtown and in other appropriate locations.

Pocket Neighborhoods

Langley, Washington adopted a new Cottage Housing Development option that allows for double the density of detached homes in some zones if homes front a green-space and meet other design criteria. The image above is from a "pocket neighborhood" in Langley.

Town of Winterville

Comprehensive Land Use Plan | 66

RECOMMENDATIONS & IMPLEMENTATION

Downtown

Organizing Goals:

Primary Goals:

- Activate Downtown
- Strengthen and Diversify the Economy
- Create a Town-wide Identity

Supporting Goals:

- Connectivity and Mobility

- 1.2: Support outdoor dining and other active uses.
- Sidewalk widenings and/or modifications to

Activate Downtown



The parking around the railroad tracks supports downtown businesses, but does not detract from the vibrancy of the district.

- and Sylvania Avenue.
- Allow for office and commercial uses along Main Street between NC 11 and Church Street.

- 1.4: Study public space improvements downtown including a formalized park or plaza in the vicinity of market square.

- 1.5: Continue programming.

Live/Work/Play Downtown

Policies and Strategies

Policy 1: Live/work/play downtown.

Strategies

1.1: Allow people to live near downtown Winterville, by encouraging and allowing more dense residential development within walking distance to downtown.

- Consider updates to the Central Business District and Central Business Transition Overlay District to allow for upper story residential development, and additional medium to high density housing types.
- Enhanced pedestrian facility requirements and/or modified street standards may be necessary.

Policy 2: Improve

Strategies

2.1: Continue the program.

- Consider adjustments to the facade grant program to include homes along west Main Street.

2.2: Pursue streetscape improvements that improve pedestrian comfort.



Evergreen Construction Company– Rezoning Request

Staff Recommendation:

- Planning Staff finds the request is reasonable and in the public interest because the proposed zoning district is compatible with surrounding land uses and the future land use plan.
- Staff recommends approval of the request to rezone 3.27 acres from R-6 and GB to Multifamily-Residential (MR)
 - ❖ With the condition of developing an age restricted (55 years +) senior living rental housing complex.



Evergreen Construction Company– Rezoning Request

REZONING PROCESS:

- Planning and Zoning Board recommended denial (9-1) to the Town Council at the February Meeting.
- Town Council is will now hold a public hearing regarding this request



Mayor Jackson declared the public hearing open, asked if anyone would like to speak in favor of the plan.

Tim Morgan with Evergreen and. Rick Baker with the Timmons Group gave the following presentation:



- Established in 1978
- Located in Raleigh
- Develop, construct and manage multi-family rental communities across North Carolina
- 46 properties in our portfolio (2032 units)

Timber Spring - Garner, NC



Beaufort Spring – Beaufort, NC



Powell Spring – Pittsboro, NC



Typical Indoor Amenities



Main Lobby Area



Mail Kiosk

Typical Indoor Amenities Cont'd



TV Lounge

Computer Center

Typical Indoor Amenities Cont'd



Multi-Purpose Room
w/Kitchen

Typical Indoor Amenities Cont'd



Fitness Center

Proposed White Spring – Winterville, NC (48 units)



TightLinesDesigns

WHITE SPRING
APRIL 14, 2020
SHEET NO. 211

Preliminary Site Plan



Traffic Analysis

**Table 1: Trip Generation Summary
15 Single Family Homes & 10,000 SF Commercial**

ITE Land Use Code	Independent Variable	Daily			AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total	In	Out	Total
210 - Single-Family Detached Housing	15 Units	91	91	182	3	12	15	10	6	16
820 - Shopping Center	10,000 SF	628	628	1,256	97	60	157	47	52	99
Subtotal		719	719	1,438	100	72	172	57	58	115
LUC R20 Pass-By % (34%)		--	--	--	--	--	--	16	18	34
Total		719	719	1,438	100	72	172	41	40	81

SOURCE: Institute of Transportation Engineers' Trip Generation Manual 10th Edition (2017)



**Table 2: Trip Generation Summary
48 Senior Apartment Units**

ITE Land Use Code	Independent Variable	Daily			AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total	In	Out	Total
312 - Senior Adult Housing - Attached	48 Units	84	84	168	3	6	9	8	6	14

SOURCE: Institute of Transportation Engineers' Trip Generation Manual 10th Edition (2017)

As shown in Table 2, AM peak hour trips totaled 3 incoming and 6 outgoing where PM peak hour trips totaled 8 incoming and 6 outgoing. ADT volumes generated by the proposed development totaled 168 VPD.

A comparison of the two tables reveals a difference of 163 AM peak hour trips and 67 PM peak hour trips between the existing and proposed zoning of the property.

Sincerely,

Jeffrey P. Hoochandel, PE, PTDE
Senior Project Manager, Transportation

Property Values Analysis (80 unit elderly)



Home values next to Wakefield Spring

REID	2020 Value	2019 Value	% Change
293156	433,470	411,928	1.05296
293197	393,705	374,409	1.05137
293198	367,177	347,321	1.057169
293199	396,713	377,780	1.050116
293200	404,822	383,406	1.055186
293201	417,932	394,882	1.058372
293202	403,969	413,219	0.976647
293203	394,601	375,382	1.051199
		AVG	1.044084

Home values couple streets over

REID	2020 Value	2019 Value	% Change
268516	378,609	363,654	1.041124
268515	392,803	372,226	1.055281
268514	368,973	377,340	0.977826
268513	332,620	330,187	0.98939
268512	392,834	377,097	1.041732
268511	400,240	382,489	1.046409
268510	400,170	410,200	0.975406
268509	411,162	421,577	0.975153
		AVG	1.01279

SOURCE: Wake County Tax Records

Property Values Analysis Cont'd (48 unit family)



Home values next to Perry Hill

REID	2020 Value	2019 Value	% Change
232963	255,149	204,433	1.248081
232962	248,477	199,306	1.246711
232961	253,232	202,407	1.251103
232960	231,956	186,244	1.245441
232959	221,887	178,860	1.240562
232958	234,106	187,770	1.24677
232957	228,871	186,657	1.226158
232956	264,610	213,249	1.24085
		AVG	1.24321

Home values couple streets over

REID	2020 Value	2019 Value	% Change
257555	275,722	215,710	1.254936
257556	280,333	224,912	1.246412
257557	273,009	217,158	1.257191
257558	276,098	222,002	1.243673
257559	286,697	227,101	1.262421
257560	280,498	225,075	1.246242
257561	245,636	196,347	1.25103
257562	239,641	193,883	1.230008
		AVG	1.249739

SOURCE: Wake County Tax Records

Third Party Valuation Study

The Low-Income Housing Tax Credit and Neighborhood Property Values in North Carolina

By Scott Walker and Peter Miller. Affordable rental properties built through the Low-Income Housing Tax Credit have an effect on the market home value of their communities, despite the fact that these benefits affect the impact of affordable housing development on that property value are uncertain.

BACKGROUND
The low-income housing tax credit, a public-private partnership, is the most affordable housing tool in the country. The Housing Credit encourages private investors and owners to build apartments for low-income residents, including families, people with disabilities, seniors and formerly homeless veterans, often without the usual, expensive, city-wide affordable housing search and selection process. In North Carolina, over 82 low-income rental units were built through the Housing Credit program almost twice as much as additional public and private funds and generated more annual tax revenue. The credit also provides incentives, including an upfront expense deduction for credits, to encourage otherwise reluctant investors to contribute to affordable housing. But how does the credit affect the market value of the properties it supports?

NEIGHBORHOOD PROPERTY VALUES AND THE HOUSING CREDIT
Despite the economic and social benefits of the housing credit, some people worry that affordable housing will depress market values. However, research suggests that they're not the case. One research review examined 21 research studies and found that, of 48 different cities, 16 found positive neighborhood impacts on neighboring property values from affordable housing. Another 16 found no impact, and 16 found negative impacts. The research also found that the impact of affordable housing on property values is more likely to be positive in areas with higher income levels and higher property values.

RESEARCH DESIGN
This study focused on research on the Housing Credit's impact on property values in North Carolina. To do this, we examined monthly market property values from 2010 to 2016, which provides a clear picture of the market value of properties in the study area. We used a regression model to estimate the impact of the Housing Credit on property values. We also examined the impact of the Housing Credit on property values in areas with higher income levels and higher property values.

CONCLUSIONS
While the program's impact on property values is not statistically significant, the research suggests that the program's impact on property values is not statistically significant.

This finding holds true in both rural and urban communities. The graphs below show whether changes in property value over several years for rural areas (left) and urban areas (right). The overlapping ranges of outcomes without Housing Credit developments (blue) and with Housing Credit properties (red) suggest no significant link to changes in surrounding home values. For urban neighborhoods, we developed the analysis to look at neighborhoods of different socioeconomic levels. "Group 1" neighborhoods are those with median property values in the bottom 25 percent of the total sample, while "Group 2" neighborhoods are in the top 25 percent. In all four groups, no significant difference existed between places with Housing Credit properties and places without.

RURAL AREAS, 2010-2011

URBAN AREAS, 2010-2011

URBAN AREAS, 2010-2011

The lack of evidence that Housing Credit properties impact home values supports continued development of affordable apartments. Despite some homeowners' fear that affordable rental housing will depress market values, our analysis shows no link between the presence of Housing Credit apartments and surrounding home values. As such, communities can include Housing Credit apartments as viable housing options that benefit low-income residents and neighborhoods surrounding single-family homes.

Author's Note about the Housing Credit and the North Carolina Housing Finance Agency's other rental development programs. For more information on the Housing Credit and other rental development programs, visit www.ncdhfs.gov/housing/rental-development. To learn more about the policy and research work, visit www.ncdhfs.gov/housing/rental-development.

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Proposed Rent Structure & Income Set-Asides

- 1BR - \$250/\$525/\$650
- 2BR - \$350/\$625/\$750
- 30% (1 Person - \$13,950 2 Person - \$15,960)
- 50% (1 Person - \$23,250 2 Person - \$26,600)
- 60% (1 Person - \$27,900 2 Person - \$31,920)
- 80% (1 Person - \$37,200 2 Person - \$42,560)

Third Party Valuation Study

Novogradac
Journal of Tax Credits
 Real Estate and Accounting for Economic Recovery, Community Development and Investment Energy Tax Credits
 July 2019 Volume 7 Number 1

Post-Recession Analysis Shows Fallacy of NIMBY Concerns about LIHTC Properties

HOWARD HELL, A BELL HECHT

The scores: rural south Georgia in March 2019, with standing room only in a cramped chamber that echoed with the plaintive of neighbors whose civic and social activities often overtopped.

A recently adopted redevelopment plan for a low-income housing tax credit (LIHTC) property was a winning proposition to nearby (NIMBY) neighbors of the area. Most neighborhood capital improvements and renewal of a dilapidated elementary school building, a community center, and an elderly center in the West were funded by a federal investment.

While there were other issues, Mrs. Smith (that's not her real name) showed a common fear in any neighborhood: (NIMBY) opposition. Her affordable housing would "take down the value of my home." It was proved that her concerns were unfounded. Her home was not affected. Mrs. Smith was reassured.

At the time, Mrs. Smith's home was valued at \$100,000.

This article explains that affordable housing benefits neighboring properties in a permanent, positive, regardless of neighborhood, community, or price point. However, research and data analysis left a bitter taste.

Research
 Public reactions about "affordable housing" in South Georgia include: property, market, and quality, and range of responses. In all real estate markets, a value of affordable housing developments with several communities was provided. While the area had

Lower 9 Percent LIHTC Residential Values in Metro Atlanta

Lower 9 Percent LIHTC Residential Values in Metro Atlanta

The above lines resulted in a net property value loss through loss of this value to market.

While a general LIHTC property was provided because they provide the largest financial benefit to development. Additional values included are construction, not a construction or replacement construction, not removal of other units or the plan and the plan, not part of a plan development.

In general, lower values, a neighborhood from period and income properties were established. The most clear evidence developed that even values actually had provided a small income point. Although, a general LIHTC assets from each year and year were provided. Comparing others provided a large table were needed for also allowed for these observations.

The above lines resulted in a net property value loss through loss of this value to market.

To understand residential values, historical data was obtained from First Multiple Listing Service (MLS), a public access system used by local real estate agents. Post-recession data, from Jan. 1, 2008 to Dec. 31, 2018, was analyzed. For each of the LIHTC developments, a line graph was produced showing sales for each comparison of value from Jan. 1 to the market at large (all residential sales), and (2) each value neighborhood.

Final Data
 The overall trend representative in both reported and analyzed in each case, LIHTC neighborhoods either underperformed or lost to their neighborhood and market at large. But the NIMBY argument has the fact a LIHTC development negatively impacted



Cont'd

LIHTC Development	Year	Value	Value	Value	%
Atlanta City Hall	2010	\$100,000	\$100,000	\$100,000	100%
Atlanta City Hall	2011	\$100,000	\$100,000	\$100,000	100%
Atlanta City Hall	2012	\$100,000	\$100,000	\$100,000	100%
Atlanta City Hall	2013	\$100,000	\$100,000	\$100,000	100%
Atlanta City Hall	2014	\$100,000	\$100,000	\$100,000	100%
Atlanta City Hall	2015	\$100,000	\$100,000	\$100,000	100%
Atlanta City Hall	2016	\$100,000	\$100,000	\$100,000	100%
Atlanta City Hall	2017	\$100,000	\$100,000	\$100,000	100%
Atlanta City Hall	2018	\$100,000	\$100,000	\$100,000	100%
Atlanta City Hall	2019	\$100,000	\$100,000	\$100,000	100%

Conclusion
 Contrary to the NIMBY concern, and regardless of address, nearby residential neighborhoods around a general LIHTC development using in value. Additionally, when comparing appreciation percentages, LIHTC neighborhoods outperformed the market at large and to their advantage. This study provides further evidence that one cannot LIHTC

Lower 9 Percent LIHTC Residential Values in Metro Atlanta

Continued from page 1

developments would likely be a positive attitude for the neighborhoods in which they are built.

Finally, while the property I worked on in Mrs. Smith's neighborhood was not approved, a competing property was awarded in the same town. Ironically, Mrs. Smith lives within a mile and may still receive a potential benefit.

This article first appeared in the July 2019 issue of the *Novogradac Journal of Tax Credits*.

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Councilman Smith asked if any staff in place. Tim Morgan with Evergreen noted that a rental office is on site, with maintenance staff, and a call panel that residents can let in guests. Mayor Pro Tem Roberson noted she viewed two additional sites was impressed with looks and they are well maintained She said Winterville residents have moved to them, the units open to the inside, would be an asset to our Town, and the development follows the land use plan. Councilman Moore note that the Planning and Zoning Board voted 8-1 to deny, and that was big difference, also, property values are down for the Town. Councilman Moore noted that transportation and turns will be a problem. Councilman Moye asked how do you monitor age? Tim Morgan with Evergreen said through the application process. He noted that there is no incentive to rent to ineligible households, there files reviewed, and they will get caught. Also, units are inspected every 6 months and violations would be caught.

Mayor Jackson asked if anyone would like to speak in opposition of the plan.

Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

Written comments may be submitted 24 hours after the public hearing. Any action taken will be contingent upon receipt of any comments within the 24-hour requirement.

Motion made by Mayor Pro Tem Roberson and seconded by Councilman Hines to approve the Evergreen Construction Company Rezoning Request contingent upon receipt of any comments within 24 hours of the conclusion of the meeting. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, no. Motion carried, 4-1.

***(Note to the minutes) Comments were received within 24 hours of the conclusion of the meeting, thus the rezoning required an additional meeting. A Special Called Meeting will be held on June 29, 2020 at 5:30 PM.**

PUBLIC COMMENT: None.

CONSENT AGENDA:

1. Approval of the following sets of Council Meeting Minutes:
 - May 11, 2020 Regular Meeting Minutes;
 - May 26, 2020 Budget Work Session Minutes;
 - May 27, 2020 Budget Work Session Minutes; and
 - June 1, 2020 Budget Public Hearing Minutes.
2. Merizio Property Rezoning Request – Schedule Public Hearing.
3. Pitt County Shrine Club Rezoning Request – Schedule Public Hearing.
4. Budget Amendment 2019-2020-7.

Motion made by Councilman Smith and seconded by Councilman Moye to approve the Consent Agenda. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

NEW BUSINESS:

2020-2021 Fiscal Year Budget Ordinance: Town Manager Parker presented the Draft Budget Ordinance for the 2020-2021 Fiscal Year. The Budget Ordinance reflects totals for the Draft Balanced Budget as presented and discussed at the Budget Public Hearing held on Monday, June 1, 2020.

**TOWN OF WINTERVILLE
BUDGET ORDINANCE
FISCAL YEAR 2020-2021**

BE IT ORDAINED by the Governing Board of the Town of Winterville, North Carolina:

SECTION 1: It is estimated that the following revenues will be available in the General Fund for the Fiscal year beginning July 1, 2020 and ending June 30, 2021:

Ad Valorem Taxes	4,164,406.00
Other Taxes and Licenses	2,410,439.00
Permits and Fees	12,250.00
Sanitation Fees	557,052.00
Investment Income	82,264.00
Inspections	177,247.00
Miscellaneous Income	210,359.00
Grant Revenue	210,682.00
Inter-Fund Transfer Services	1,153,139.00
Electric Fund Contribution	650,000.00
EMS Contribution	127,961.00
Fund Balance Appropriation	130,021.00
Debt Proceeds	1,163,673.00
	\$11,049,493.00

SECTION 2: The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

Governing Board	105,823.00
Administration	645,974.00
Finance	1,300,386.00
Inspections	299,701.00
Human Resources	139,808.00
Information Technology	436,772.00
Planning Department	148,154.00
Public Buildings	788,504.00
Grounds and Maintenance	32,000.00
Police Department	2,212,028.00
Fire Department	906,388.00
EMS Department	126,334.00
Animal Control	13,100.00
Mosquito Control	8,600.00
Public Works	1,306,553.00
Sanitation	553,000.00
Non-Departmental	2,026,368.00
	\$11,049,493.00

SECTION 3: The following revenues will be available in the Recreation Fund for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

Program Fees	\$124,530
Concession Income	\$37,500
<u>General Fund Transfer</u>	<u>\$930,711</u>
	\$1,092,741

SECTION 4: The following amount is hereby appropriated in the Recreation Fund for operation of the Winterville Recreation Programs during the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

<u>Recreation Department</u>	<u>\$1,092,741</u>
	\$1,092,741

SECTION 5: It is estimated that the following revenues will be available in the Powell Bill Fund for the Fiscal year beginning July 1, 2020 and ending June 30, 2021:

Grant Funding	\$251,494
<u>Interest Income</u>	<u>\$2,452</u>
	\$253,946

SECTION 6: The following amount is hereby appropriated in the Powell Bill Fund for the operation of the Powell Bill Program for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

<u>Powell Bill</u>	<u>\$253,946</u>
	\$253,946

SECTION 7: It is estimated that the following revenues will be available in the Home Housing Program Fund for the Fiscal year July 1, 2020 and ending June 30, 2021:

<u>General Fund Contribution</u>	<u>\$20,000</u>
	\$20,000

SECTION 8: The following amount is hereby appropriated in the Home Housing Program Fund for the operation of the Urgent Repair and Housing Program for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

<u>Contracted Service</u>	<u>\$20,000</u>
	\$20,000

SECTION 9: It is estimated that the following revenues will be available in the Fire Grant Fund for the Fiscal year July 1, 2020 and ending June 30, 2021:

Grant Funding	\$630,610
<u>General Fund Contribution</u>	<u>\$417,005</u>
	\$1,047,615

SECTION 10: It is estimated that the following appropriations will be available in the Fire Grant Fund for the Fiscal year July 1, 2020 and ending June 30, 2021:

<u>Fire Grant Fund</u>	<u>\$1,047,615</u>
	\$1,047,615

SECTION 11: It is estimated that the following revenues will be available in the Electric Enterprise Fund for the Fiscal year July 1, 2020 and ending June 30, 2021:

Sales and Service	\$7,115,800
<u>Retained Earnings</u>	<u>\$361,227</u>
	\$7,477,027

SECTION 12: The following amount is hereby appropriated in the Electric Enterprise Fund for the operation of the electric utility for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

<u>Electric Department</u>	<u>\$7,477,027</u>
	\$7,477,027

SECTION 13: It is estimated that the following revenues will be available in the Water Enterprise Fund for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

<u>Sales and Service</u>	<u>\$1,570,198</u>
	\$1,570,198

SECTION 14: The following amount is hereby appropriated in the Water Enterprise Fund for the operation of the water utility for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

<u>Water Department</u>	<u>\$1,570,198</u>
	\$1,570,198

SECTION 15: It is estimated that the following revenues will be available in the Sewer Enterprise Fund for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

<u>Sales and Service</u>	<u>\$2,512,834</u>
	\$2,512,834

SECTION 16: The following amount is hereby appropriated in the Sewer Enterprise Fund for the operation of the sewer utility for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

<u>Sewer Department</u>	<u>\$2,512,834</u>
	\$2,512,834

SECTION 17: It is estimated that the following revenues will be available in the Stormwater Fund for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

<u>Sales and Service</u>	<u>\$507,090</u>
	\$507,090

SECTION 18: The following amount is hereby appropriated in the Stormwater Fund for the operation of the Storm Water utility for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

<u>Storm Water Department</u>	<u>\$507,090</u>
	\$507,090

SECTION 19: There is hereby levied a tax at the rate of forty-seven and one-half cents (\$.475) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2020 for the purpose of raising the revenue listed as "Ad Valorem Taxes" in the General Fund in Section 1 of this ordinance. This rate is based on a total estimated valuation of property for the purposes of taxation of \$724,258,681 and an estimated rate of collection of 97% for real and personal property; 100% for vehicles.

SECTION 20: The Town Manager (Budget Officer) is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. May amend line item appropriations within any Fund as long as the total appropriation of that Fund is not changed. A record of any such amendments shall be maintained by the Finance Director for public inspection.
- b. May not transfer any amounts between funds, unless approved by the Governing Board through an amendment to the Budget Ordinance.

SECTION 21: The attached Fee and Utility Rate Schedules are hereby adopted for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021.

SECTION 22: The attached Pay and Classification Plan is hereby adopted for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021.

SECTION 23: Copies of the Budget Ordinance shall be furnished to the Town Clerk to the Governing Board and to the Town Manager (Budget Officer) to be kept on file by them for their direction in the disbursement of funds.

Adopted this 8th day of June, 2020.

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk

Mayor Jackson asked for any discussion or questions. Hearing none what is the Board's pleasure.

Motion made by Mayor Pro Tem Roberson and seconded by Councilman Moore to approve the 2020-2021 Fiscal Year Budget Ordinance. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, no; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried, 4-1.

School Resource Officer (SRO) Contract between the Town of Winterville and Pitt County Schools: Police Chief Willhite noted that Pitt County Schools has requested the Town of Winterville enter into a contract to supply a School Resource Officer (SRO) in the County schools in our jurisdiction. The County has proposed a one-year contract, which will pay the Officers salary and benefits (\$64,340.54), and the Town of Winterville is responsible for the equipment, uniforms, vehicle and training. This Officer would primarily be assigned to A.G. Cox Middle School, but will frequent W.H. Robinson Elementary, as well as Creekside Elementary as needed or prudent. The County will make 12 -monthly installments to the Town to reimburse the salary and benefits cost. As with other SRO's throughout the County, this contract is renewed annually to address changes in salary or details.

Mayor Jackson asked for any discussion or questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moore and seconded by Mayor Pro Tem Roberson to approve the School Resource Officer (SRO) Contract between the Town of Winterville and Pitt County Schools. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

Reverter Clause for Parcel Number 23091 – Habitat for Humanity of Pitt County: Town Manager Parker noted that the Town deeded Habitat in 2009 with a reverter clause that if the property was not used in 5 years to build a house for persons of low to moderate income it would revert back to the Town.

Mayor Jackson asked for any discussion or questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moore and seconded by Councilman Smith to enforce the Reverter Clause for Parcel Number 23091 with the Habitat for Humanity of Pitt County. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

Highway 11 Right of Way and Ditch Mowing Contract: Public Works Director Welborn stated that staff accepted bids on Thursday May 14, 2020 for the Town's annual ditch maintenance and Highway 11 right of way mowing contract. There were two bidders with the lowest being Precision Lawn Care and Landscaping, Inc. There was only one bidder bid the first time advertised. This is the second advertisement for the contract. The lowest bidder is also the current holder of this contract and staff has experienced no issues. Staff recommends approval of the contract with Precision Lawn Care and Landscaping, Inc.

Mayor Jackson asked for any discussion or questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moore and seconded by Councilman Smith to approve the Highway 11 Right of Way and Ditch Mowing Contract with Precision Lawn Care and Landscaping, Inc. for a total of \$37,054. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

Chapman Street Culvert Replacement Project: Engineering Contract Amendment #1: Public Works Director Welborn noted that the Engineering consultant working on the Chapman Street Culvert Replacement project has requested a contract amendment to cover additional costs related to an extension in the contract time. The proposed increase will allow the Engineer to continue performing on site construction inspection as well as construction administration on behalf of the Town. The project is nearing completion; however, the original contract completion date will not be met due to weather and additional work that was necessary to complete the project. Staff anticipates the total project cost including engineering and construction costs coming in just under the total grant award amount

including this engineering contract amendment.

Mayor Jackson asked for any discussion or questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moore and seconded by Mayor Pro Tem Roberson to approve the Chapman Street Culvert Replacement Project: Engineering Contract Amendment #1 with Freese & Nichols for \$9,832. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moyer, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

Chapman Street Culvert Replacement Project - Chatham Civil Contracting Change Order #1: Public Works Director Welborn noted that the Chapman Street Culvert Replacement Project is nearing completion. The Contractor has submitted a Change Order request due to additional work that was necessary to complete the project to this point. Additional work encompassed by this change order includes but is not limited to extra-restrained joint ductile iron water main to avoid a conflict with the new storm drainage. Also, replacement of an existing fire hydrant that was in conflict with the proposed storm drain, full testing and chlorination of the water main drop down assembly due to the COVID-19 virus, and additional select backfill due to unsuitable native soils adjacent to the existing residences and within the roadway. The total change order request is \$45,411.06.

Mayor Jackson asked for any discussion or questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moore and seconded by Councilman Smith to approve the Chapman Street Culvert Replacement Project Change Order #1 with Chatham Civil Contracting for \$45,411.06. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moyer, no; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried, 4-1.

2020 Sanitary Sewer Pump Station Rehabilitation Project - Award Engineering Contract: Public Works Director Welborn noted that the Town received a zero interest 20-year loan award, for \$1,974,200.75 with \$500,000 approved for principal forgiveness, from the Division of Water Infrastructure in the spring of 2020 for a Sanitary Sewer Pump Station Rehabilitation Project. The first step in meeting the required project milestones is to select an Engineering firm to develop the Engineering Report, Environmental Documentation, Construction Plans and Specifications, as well as perform Construction Administration and Inspections. Staff received one proposal to perform the work. Staff also received emails from two other engineering firms that were directly solicited, declining to submit on the project. Staff concurred that Rivers & Associates, Inc. presents the project familiarity, experience, technical expertise, scheduling and staffing to complete this project for the Town.

Mayor Jackson asked for any discussion or questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moore and seconded by Councilman Smith to award the 2020 Sanitary Sewer Pump Station Rehabilitation Project Engineering Contract to Rivers & Associates. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moyer, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

Advisory Board Member Appointments: New appointments and reappointments to the Board of Adjustments, Planning and Zoning Board, Recreation Advisory Board, and the Stormwater Advisory Board provided to Council in the agenda packet.

Motion made by Councilman Moore and seconded by Councilman Smith to approve all Advisory Board appointments as presented. The poll vote results are as follows: Mayor Pro Tem

Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

Updated Funding for the Winterville Watermelon Festival: Town Manager Parker noted that Council is aware the Winterville Watermelon Festival has been cancelled for 2020 because of the COVID-19 Pandemic. Alton Wadford contacted staff about what the Town would like the Festival Committee to do with the \$50,000 allocation the Town gave the Committee for the 2020 Festival. Staff recommendation is that the Festival keep the \$50,000 already paid to them for the 2020 Festival and use that towards the 2021 Festival, under the condition that the Committee withdraw their request for funding in the FY 2020-2021 Annual Budget. Mr. Wadford agreed with the recommendation. Staff is asking Council to approve the recommendation for the record to give the Committee a formal written answer as such.

Motion made by Councilman Smith and seconded by Councilman Moore to allow the Winterville Watermelon Festival to keep the \$50,000 funds and use them for the next festival held. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

OTHER AGENDA ITEMS:

Temporary Electric Rate Reduction: Town Manager Parker asked for discussion from the Council.

Mayor Jackson asked for any discussion or questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moye and seconded by Mayor Pro Tem Roberson to extend the Temporary Electric Rate Reduction for one additional month. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, no; Councilman Hines, no; and Councilman Moore, no. Motion failed, 2-3.

Town Manager Parker noted the Governor extending prohibition of utility shut offs until July 29, 2020 and give at least 6 months to pay overdue utility bills. Mayor Jackson asked for any discussion or questions.

ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS: None

REPORTS FROM DEPARTMENT HEADS:

- ❖ Minimum Housing/Code Enforcement (TLP)
- ❖ Tar Road Widening Project – Electric Engineering/Relocation (RS)
- ❖ New Electric Territory Engineering/Installation (RS)
- ❖ Fork Swamp Greenway Project (EJ)
- ❖ Multi-Purpose Building Site Plan (EJ)
- ❖ Winterville Market/Town Common Plan (BW)
- ❖ Chapman Street Culvert - Nobel Canal Drainage Basin Study (TW)
- ❖ 2018 Sewer Rehab (TW)
- ❖ Church Street Pump Station Rehabilitation (TW)
- ❖ Cemetery (BW)

ANNOUNCEMENTS: Town Clerk Harvey gave the following announcements.

1. Recreation Advisory Board: Tuesday, June 23, 2020; 6:30 pm – Operation Center.
2. Happy Birthday USA Market: Thursday, July 2, 2020; 4 – 8 pm – Town Square.
3. Town Offices Closed: Friday, July 3, 2020 for the Independence Day Holiday.
4. No Town Council Meeting: July 13, 2020.

REPORTS FROM THE TOWN ATTORNEY, MAYOR, AND TOWN COUNCIL, AND TOWN MANAGER:

ADJOURN:

Motion made by Councilman Moore and seconded by Councilman Moye to adjourn the meeting. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0. Meeting adjourned at 9:30 pm.

Adopted this the 10th day of August 2020.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk

DRAFT



**WINTERVILLE TOWN COUNCIL
MONDAY, JUNE 29, 2020 – 5:30 PM
SPECIAL CALLED MEETING MINUTES
REMOTE VIA ZOOM**

The Winterville Town Council met in a Special Called Meeting on the above date at 7:00 PM in the Town Hall Assembly Room remote via ZOOM, with Mayor Douglas A. Jackson presiding. The following were present:

Douglas A. Jackson, Mayor
Veronica W. Roberson Mayor Pro Tem (remote)
Richard (Ricky) E. Hines, Councilman (remote)
Tony P. Moore, Councilman
Johnny Moyer, Councilman
Mark C. Smith, Councilman
Keen Lassiter, Town Attorney (remote)
Terri L. Parker, Town Manager
Ben Williams, Assistant Town Manager
Ryan Willhite, Police Chief
David Moore, Fire Chief
Evan Johnston, Parks and Recreation Director
Bryan Jones, Planning Director
Donald Harvey, Town Clerk

CALL TO ORDER: Mayor Jackson called the meeting to order.

INVOCATION: Councilman Moyer gave the Invocation.

WELCOME: Mayor Jackson welcomed the public.

APPROVAL OF AGENDA:

Motion made by Councilman Moyer and seconded by Councilman Hines to approve the agenda. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moyer, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

BUSINESS:

Evergreen Construction Company Rezoning Request: Planning Director Jones a brief presentation on the request.

Motion made by Councilman Hines and seconded by Councilman Moore to accept the comments received relating to the rezoning. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moyer, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

Bonnie Tucker
Tckbnn3@aol.com

I sincerely hope that you will consider opposing the request to redone property on Chapman St. I regret I was not able to attend he meeting June 8, 2020.

I reside at 2570 Chapman Street, I have lived at this address since Oct.1989. I love Winterville. I hope that you would reconsider and oppose to the zone change request. I think it will be better for our community not to have our homes boarder with multi-family apartment buildings. There are just too many negative results that are certain to occur.

My safety and security are the main concerns. The property value would decrease. An increase of traffic flow on Main St and Chapman St would be much more hazardous. Occupancy changes are an ongoing occurrence with Multi-family rentals. I really don't want such a transitional population to surround me. This is a very well maintained area and a dense population would detour from that.

I appreciate your consideration to bring the request for review. Sincerely,
Bonnie Tucker

2570 Chapman Street

(252)814-0366

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LOCAL_ADDR: 67.227.229.161

Bonnie Tucker
Tckbnn3@aol.com
: Rezoning request for 2576 Chapman St
6/8/2020 9:20:07 PM

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Carolyn Smith
carolynsmith2@gmail.com

I oppose the request to redone for apartments or multi family housing. Single family homes are more in character to the area..

Please record my vote as no rezoning to Main and Chapman Streets.

Thank you.

Carolyn Smith

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LOCAL_ADDR: 67.227.229.161

Carolyn Smith
carolynsmith2@gmail.com
: Rezoning Chapman and Main
6/9/20 4:39:44 PM

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Carolyn Smith
carolynsmith2@gmail.com
: Rezoning Chapman and Main
6/9/2020 4:39:44 PM

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James Paramore
jimmy724@sbcglobal.net

a few months ago I attended a board meeting on a proposal to build a retirement apartment complex here in Winterville. I live at 137 Mainstreet. My house is situated at the corner of Chapman and Mainstreet. I believe the apartments were to be built on an adjacent empty lot behind my home off to the left , closer to Rt. 11. I voiced at the prior meeting my opposition to such a development. Although I'm not against developing and growth in our community, I didn't , and still don't believe that type of project fits the quaint and beautiful , small town feel of our little community. A big apartment complex would drastically change the landscape and add other factors to the mix , such as traffic , noise etc I respectfully ask you to reconsider , again, and reject the building of this type of development.
Sincerely, James Paramore.

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LOCAL_ADDR: 67.227.229.161

James Paramore
jimmy724@sbcglobal.net

: The building of a 55+ retirement apartment complex
6/9/20

20 10:26:59 AM

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Terri Parker

From: Joyner, Joey <JoynerJ@pitt.k12.nc.us>
Sent: Tuesday, June 09, 2020 8:24 AM
To: Bryan Jones
Subject: planning decision

Be Advised: This email originated from outside of the Town of Winterville, NC

Mr. Jones, I would like to voice my opinion on the decision to rezone parcels 20628 and 28376 off or Chapman street. My mom (of which me and my brother have a life estate) lives on the corner of Depot and Chapman and has been there for 50+ years. I don't understand how the planning board could approve a plan that was essentially turned down a few months ago. The only difference in the site plan is that the proposed property does not connect to Main street. The new plan seems that it would place all the traffic onto Chapman street. One of my concerns is the pricing of the units proposed. I know as a teacher, numerous children live with their grandparents so the thought of a nice, quiet community may not be a reality. I am not against children, but we can not mistake the reality of lower end housing. I think the board should reconsider its decision of rezoning the property for its intended use. I realize this has been vacant property since the last thing we remember being used was the tobacco barns present ,but I am not sure this is the right use of the property. Thanks,

--
Joey Joyner
Construction
J. H. Rose High School
252-232-1636

Message Sent from PCS Gmail



Joyce Weldin
jweldin4481@gmail.com

Attention: Bryan Jones, Planning Department

I respectfully ask the Town of Winterville to reconsider allowing Multi Family Housing. My Town is a great neighborly and safe town now; let's keep it that way. As many apartments age, they become less desirable for renting and eventually undesirable tenants are the ones living in them. I certainly would not want our low-crime-rate town to become a Sterling Trace. Multi Family Housing at the end of Depot Street and Chapman could become a parking disaster. Increasing traffic in this area is not what the residents want. Would you want Multi Family apartments in your backyard? Bonnie Tucker has worked very hard to make an older house a comfortable and desirable home. Multi Family Housing at her back door will cause her property to decline in value and could become less desirable for her to feel safe and live comfortably.

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REMOTE_HOST: 50.25.148.159
REMOTE_ADDR: 50.25.148.159
LOCAL_ADDR: 67.227.229.161

Joyce Weldin
jweldin4481@gmail.com
Multi Family Housing
6/9/2020 2:09:56 PM

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Council discussed the comments submitted and presented advantages and disadvantages of the rezoning Mayor Jackson asked for further discussion or questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Hines and seconded by Mayor Pro Tem Roberson to approve the Evergreen Construction Company Rezoning Request. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, no. Motion carried, 4-1.

Request to Paint a Portion of Railroad Street with an Anti-Racism Message: Mayor Pro Tem Roberson and Pastor Darron Carmon presented the item and the following written comments received were entered in the record.

Don Harvey

From: Shantel Hawkins <hawkshantel@gmail.com>
Sent: Monday, June 29, 2020 5:23 PM
To: Don Harvey; Calvin Henderson
Cc: Terri Parker; Veronica Roberson; Johnny Moyer; Tony Moore; Ricky Hines; Mark Smith; Mayor and Town Council
Subject: Re: Inquiry in Preparation for Special Called Meeting Tomorrow

Be Advised: This email originated from outside of the Town of Winterville, NC

Good Evening Mr. Harvey, Thank you for replying to my inquiry. More clarifications in terms of the sort of things that invited attendees may have would been great. Nonetheless, I am appreciative for the response. With that said, I do have a question and hope that it will be presented to the council:

As to Item #2 and Item #3 as this is in regards to are these being addressed in lieu of the forum requested with Town Council and Police, FireFighters and Town Officials. Town Manager Parker agreed to this on June 13, 2020 and planned to give an update on location and time/date after Governor Cooper's Decision on Phase Movement (which was made on 6/24/20). Also we would like to know if Pastor Carmon asked that the Black Lives Matter Street Painting be placed on Boyd Street as opposed to the downtown Railroad Street in front of City Hall. We want this visible to all people, Black People already know Black Lives Matter all races should see this message from Winterville.

On Mon, Jun 29, 2020 at 1:27 PM Don Harvey <don.harvey@wintervillenc.com> wrote:

Ms. Hawkins:

Good afternoon and thank you for your email inquiring about tonight's meeting.

Since tonight's meeting is a Special Called Meeting, public comments are generally not taken unless deemed necessary by Council or there is a Public Hearing. Tonight, there is no Public Hearing.

Don Harvey

From: jmcroy@earthlink.net
Sent: Monday, June 29, 2020 4:30 PM
To: Don Harvey
Cc: Tony Moore
Subject: Special Called Meeting -- Town Council -- COMMENTS

Importance: High

Be Advised: This email originated from outside of the Town of Winterville, NC

Mr. Harvey,

Thank You for taking my call this afternoon (6/29). I understand that "Public Comments" cannot be made at a special called meeting; I appreciate that clarification. However, per our conversation, I am submitting this e-mail as a written comment.

Tonight's agenda – Monday June 29, 2020 - includes an item I would like to speak to. That is, item #2: **"Request to Paint a Portion of Railroad Street with an Anti-Racism Message"**.

=====

My comments:

Since the recent police killing of George Floyd in Minneapolis, MN, racial tensions across the United States have reached an appalling level. The amount of violence, destruction, and protests has well surpassed a fathomable level. Peaceful demonstrations and protests at the local level in Minneapolis are understandable. Rampant violence against innocent bystanders and the indiscriminate destruction of government property (paid for by taxpayers) and local businesses (paid for by individual business owners) is NOT understandable; Not at all!

Anyone that causes the death of someone else except in the case of justified self-defense or the defense of innocent people, should be investigated and if called for, prosecuted. That process has occurred in Minneapolis. Unfortunately innocent people are killed every day in our nation but it doesn't call for a radical display of uncontrolled national violence. America is presumed to be a nation that upholds the "rule of law," but that ideal has not been realized as of late.

It has very recently become commonplace for roaming, uncontrolled crowds of protestors / demonstrators / hoodlums to destroy property (private and public), set fires, terrorize neighborhoods and individuals, and vandalize statues and monuments in the public space. This is NOT

ACCEPTABLE to any degree! The further America descends into this violence, the more likely many other innocent people will be hurt.

Rewarding such illicit, criminal behavior by giving into their "demands" is asking for a continuation of the "violence / reward" cycle. One such "reward" is to paint streets / parks / buildings with their prescribed messages to appease these gangs. The BAD GUYS should not "win" here. Law abiding citizens have grown very tired of the terroristic threats and demands of these people. Slogans like "BLACK LIVES MATTER" are by their nature, discriminatory and racist! Such slogans may appease a particular segment of the population in the short term but are inconsequential in the long term. "BLACK LIVES MATTER" . . . OK . . . what about everyone else? What about Whites, Hispanics, Asians, Native Americans, Jews, Muslims, Christians, the disabled, the mentally challenged, the poor? Adding a street slogan to satisfy one particular group promotes SEGREGATION . . . This group is special . . . They're above everyone else . . . Their rights exceed the rights of everyone else . . . They deserve exclusive treatment. An ideal of the Civil Rights movement was to eliminate SEGREGATION, wasn't it? Being SEGREGATED promotes Isolation, Separation, Division, Seclusion; Are these the ideals the BLM 'movement' seeks?

Please search your souls and contemplate robustly before approving a proposal to paint slogans on public infrastructure to appease a distinct segment of your town's population. The entire population of the town is looking to you for leadership.

=====

Thank You for receiving these comments Mr. Harvey. My contact information is stated below in any questions arise.

Jerry W. McRoy
Winterville, NC
jmcroy@earthlink.net
(252) 364-2795 – Home
(908) 246-8881 – Mobile



Don Harvey

From: SCOTT BOND <scott1969bond@gmail.com>
Sent: Friday, June 26, 2020 10:05 AM
To: Don Harvey

Be Advised: This email originated from outside of the Town of Winterville, NC

Mr. Harvey,

Painting railroad street is a great idea. "ALL LIVES MATTER" is the only painting acceptable. To show preferential treatment to any other people(s) is discriminatory to the people not mentioned. Will our town be known for being "a slice of the good life" or "Winterville, we selectively choose those that receive a slice of the good life?"

Injunctive relief will be sought immediately. I live here. I went to school here. I played sports here. We are not a divisive community. Please don't allow the current environment to reshape and divide us. Table this request or insure absolutely that respect and equality will be shown to all of us. Thank you.

Scott Bond
Mill Street

Mayor Pro Tem Roberson noted the request from Pastor Carmon to support a positive movement to make things better and heal the wound. Councilman Hines expressed concerns of who would fund and be responsible for the upkeep. He suggested to form a Committee to investigate the item. Pastor Carmon said he appreciated Council listening and generating conversation to help the situation. This indicates the Town wants equal for all. He noted this is an ongoing situation and let us get the conversation going, this is an opportunity for Winterville to get into the conversation. Pastor Carmon noted they would pay if the Town will not. He said he would head up fund raising. Council is supportive of forming a Committee to get other information and clarify questions. Mayor Pro Tem Roberson, Councilman Hines and Pastor Carmon to meet and discuss topic.

A committee was formed to study the matter and will report to the Council its recommendations. Council will then decide what action to take. No Motion made.

Discussion Create Human Relations Council: Mayor Pro Tem Roberson noted she had pulled information from Greenville, had organized forums, and community meetings with citizens that can help with multiple topics. Town Manager Parker noted she researched additional sources samples and examples.

Motion made by Mayor Pro Tem Roberson and seconded by Councilman Moye to establish a Human Relations Council.

Councilman Hines suggested Council take time to look into other examples. Mayor Pro Tem Roberson said she is willing to give some time and is willing give everyone time to study.

Motion withdrawn made by Mayor Pro Tem Roberson and Councilman Moye agrees to withdraw second.

Mayor Pro Tem Roberson to meet with Town Manager Parker on ideas.

Reappointments to CMSD Board: Town Manager Parker noted that representatives to the CMSD Board need to be appointed. She presented a letter from Calvin Henderson for consideration for appointment.

Don Harvey

From: Terri Parker
Sent: Monday, June 29, 2020 4:21 PM
To: Calvin Henderson
Cc: Don Harvey
Subject: FW: CMSD reappointment

Importance: High

Mr. Henderson:

Thank you so much for this additional information.

I will make sure I forward this information to Council for their consideration.

Have a wonderful evening!

Terri

Terri L. Parker
Town Manager
Town of Winterville
2571 Railroad Street/P.O. Box 1459
Winterville, NC 28590
(252) 215-2340 – Phone
(252) 215-2451 – Fax
terri.parker@wintervillenc.com



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 Think GREEN before you print

From: ccbea <ccbea@suddenlink.net>
Sent: Monday, June 29, 2020 4:13 PM
To: Terri Parker <terri.parker@wintervillenc.com>
Subject: RE: CMSD reappointment

Be Advised: This email originated from outside of the Town of Winterville, NC

My certification was awarded in 1976 by NC State Board of Examiners of Plumbing/Heating Contractors. This included areas of Sewer/water, in Residential and Commercials. I have not renewed my certification since I retired from major contracting in the year of 1992 and was employed at E.L.Dupont plant as a pipe fitter, with Daniels Construction Co. I am also a original member of the planning team for the CMSD plant representing the town of Winterville, NC. Along with Ayden Town Commissioner, Dr. E. Dixon, town manager Don Russell, Grifton Commissioner, W. Gaskins, and others. We spent many long hours in the planning stage. It appeared that because I was African American this was never made known in Winterville, like many other major issue I was instrumental in helping to bring about changes for all our citizens. Not those of special color.(White). I am just happy that God gave me the wisdom/strength to do some good for my people and to stand up against hate/racism. I am not looking for man to reward me, because I know that one day God will. That is what make me stand up for what is right.

You have a bless evening and stay safe.

Calvin Henderson

From: Terri Parker [<mailto:terri.parker@wintervillenc.com>]
Sent: Monday, June 29, 2020 12:11 PM
To: Calvin Henderson
Cc: Don Harvey
Subject: RE: CMSD reappointment
Importance: High

Good afternoon Mr. Henderson:

I hope this email finds you doing well and staying safe (and cool during this hot weather):

Historically, in my 11 years with the Town, the two Board positions held by Winterville has been the Town Manager and a Council member. I am not sure what was done prior to my coming here.

Councilman Mark Smith and I hold the current two (2) Winterville positions on the Board. Councilman Smith is the Chairman of the Board.

I would be glad to forward your request to Council prior to the discussion tonight. If you could expand on your state certification so that, I can forward it to Council that would be great.

Thank you as always for your interest in the Winterville Community!

Have a great day!

Terri

Terri L. Parker
Town Manager
Town of Winterville
2571 Railroad Street/P.O. Box 1459
Winterville, NC 28590
(252) 215-2340 – Phone
(252) 215-2451 – Fax
terri.parker@wintervillenc.com

From: ccbea <ccbea@suddenlink.net>
Sent: Monday, June 29, 2020 12:30 PM
To: Terri Parker <terri.parker@wintervillenc.com>
Subject: CMSD reappointment

Be Advised: This email originated from outside of the Town of Winterville, NC

Good afternoon Terri, I notice that one of the item on the Special Call Meeting today is the reappointment to the CMSD Board. Are you just reappointing the person presently serving, or, are you seeking other citizens to be appointed to this board also? If so, I would like to be consider for the position after many years serving on the original board, and having a background certified by the state of North Carolina in Plumbing/sewer/ waste.

Thanks,
Calvin C. Henderson

Motion made by Councilman Moore and seconded by Councilman Hines to reappoint Councilman Smith and Town Manager Parker to the CMSD Board for 4-year terms. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

ADJOURN:

Motion made by Councilman Smith and seconded by Councilman Moye to adjourn the meeting. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0. Meeting adjourned at 6:40 pm.

Adopted this the 10th day of August, 2020.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 10, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Winterville Flood Damage Prevention Ordinance – Proposed Amendments.

Action Requested: Schedule Public Hearing for September 14, 2020 to Consider the Amendments to the Ordinance.

Attachment: Summary of Proposed Amendments.

Prepared By: Bryan Jones, Planning Director

Date: 7/29/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp - 8/4/2020

Supporting Documentation

Based on guidance from NC Department of Public Safety and staff review of the Winterville Flood Damage Prevention Ordinance, it was determined that the present ordinance requires some changes for clarification and to ensure consistency with the state's model ordinance.

❖ Planning and Zoning Board unanimously recommended approval at the July 20, 2020 meeting.

Budgetary Impact: TBD.

Recommendation: Staff recommends approval of the ordinance amendments.

Winterville Flood Damage Prevention Ordinance – Amendments Summary

- **Green text = Additions/Amendments**
- ~~Red text = Deleted~~

SECTION D. OBJECTIVES.

The objectives of this ordinance are to:

- (1) protect human life, safety, and health;
- (2) minimize expenditure of public money for costly flood control projects;
- (3) minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) minimize prolonged business losses and interruptions;
- (5) minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;
- (6) Minimize damage to private and public property due to flooding;**
- (7) Make flood insurance available to the community through the National Flood Insurance Program;**
- (8) Maintain the natural and beneficial functions of floodplains;**
- (8) help maintain a stable tax base by providing for the sound use and development of flood prone areas; and
- (9) ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

ARTICLE 2. DEFINITIONS

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

“Area of Future-Conditions Flood Hazard” means the land area that would be inundated by the 1-percent-annual-chance (100- year) flood based on future-conditions hydrology.

“Design Flood”: See “Regulatory Flood Protection Elevation.”

“Development Activity” means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

“Digital Flood Insurance Rate Map (DFIRM)” means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Existing building and existing structure” means any building and/or structure for which the “start of construction” commenced before November 13, 2001.

“Flood-resistant material” means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbars are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

“Floodway encroachment analysis” means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and models.

“Letter of Map Change (LOMC)” means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) **Letter of Map Amendment (LOMA):** An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) **Letter of Map Revision (LOMR):** A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area

- boundaries and floodway delineations, and other planimetric features.
- (c) **Letter of Map Revision Based on Fill (LOMR-F):** A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community’s floodplain management regulations.
 - (d) **Conditional Letter of Map Revision (CLOMR):** A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

“Light Duty Truck” means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

~~**“Mean Sea Level”** means, for purposes of this ordinance, the National Geodetic Vertical Datum (NGVD) as corrected in 1929, the North American Vertical Datum (NAVD) as corrected in 1988, or other vertical control datum used as a reference for establishing varying elevations within the floodplain, to which Base Flood Elevations (BFEs) shown on a FIRM are referenced. Refer to each FIRM panel to determine datum used.~~

“Non-Conversion Agreement” means a document stating that the owner will not convert or alter what has been constructed and approved. Violation of the agreement is considered a violation of the ordinance and, therefore, subject to the same enforcement procedures and penalties. The agreement must be filed with the recorded deed for the property. The agreement must show the clerk’s or recorder’s stamps and/or notations that the filing has been completed.

“Reference Level” is the top of the lowest floor for structures within Special Flood Hazard Areas designated ~~Zone A1-A30, AE, A, A99 or AO~~ as Zones A, AE, AH, AO, A99. The reference level is the bottom of the lowest horizontal structural member of the lowest floor for structures within Special Flood Hazard Areas designated as Zone VE.

“Technical Bulletin and Technical Fact Sheet” means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained

in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

“Temperature Controlled” means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

ARTICLE 3. GENERAL PROVISIONS.

SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Insurance Study dated June 19, 2020 for Pitt County and associated Digital Flood Insurance Rate Maps (DFIRM) panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto after January 1, 2021. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of Town of Winterville are also adopted by reference and declared a part of this ordinance. Subsequent Letter of Map Revisions (LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.

SECTION H. PENALTIES FOR VIOLATION.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a **shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58**. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than ~~\$50.00~~ **\$100.00** or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town of Winterville from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION B. FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS.

(3) Certification Requirements.

(b) Floodproofing Certificate

(i) If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form 81-65), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to mean sea level. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(ii) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

(4) Determinations for existing buildings and structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of

substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

~~(8) Any alteration, repair, reconstruction, or improvements to a structure, which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance.~~

SECTION B. SPECIFIC STANDARDS.

- (2) Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance. Structures located in A, AE, , AH, AO, and ~~A1-30~~ A99 Zones may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section G(2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain

Administrator as set forth in Article 4, Section B(3), along with the operational plan and the inspection and maintenance plan.

(9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;**
- (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;**
- (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Article 5, Section B (2) of this Article shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.**
- (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:**
 - (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and**
 - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.**

(10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.**
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section F of this**

ordinance.

- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.**



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 10, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Eli's Ridge, Phases 1 and 3 – Annexation.

Action Requested: Direct Town Clerk to Investigate the Sufficiency of Annexation.

Attachment: Annexation Petition, Map, Legal Description, Certification of Sufficiency Resolution of Annexation.

Prepared By: Bryan Jones, Planning Director

Date: 7/29/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp - 8/4/2020

Supporting Documentation

The property owner of a portion of Parcel 84754 (Eli's Ridge, Phases 1 and 3) is applying for annexation into the Town limits.

Eli's Ridge, Phases 1 and 3:

Location: Worthington Road east of its intersection with Old Tar Road.

Size: 18.38 Acres.

Zoned: R-10.

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of Annexation (8/10/2020).

2nd Council Meeting: Schedule a Public Hearing for the Annexation (9/14/2020).

3rd Council Meeting: Hold Public Hearing on the Annexation (10/12/2020).

Budgetary Impact: TBD.

Recommendation: Direct Town Clerk to Investigate Sufficiency.

PETITION REQUESTING ANNEXATION

Date: 7-27-20

To the Mayor and Town Council of the Town of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.

2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

PLEASE SEE ATTACHED

Name Laace Clark Address 200 E. ARLINGTON BLVD. GREENVILLE, NC 27858

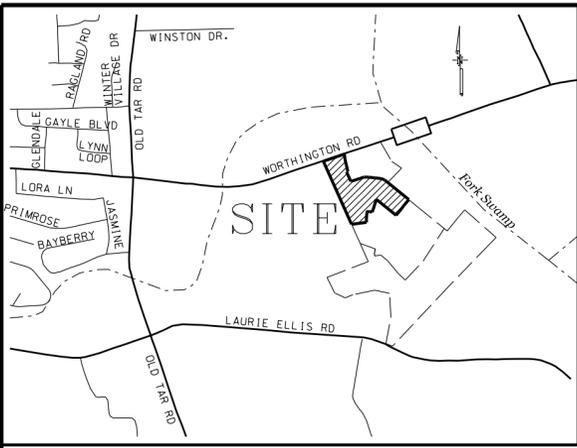
Signature 

Name _____ Address _____

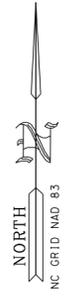
Signature _____

Name _____ Address _____

Signature _____



VICINITY MAP
NOT TO SCALE



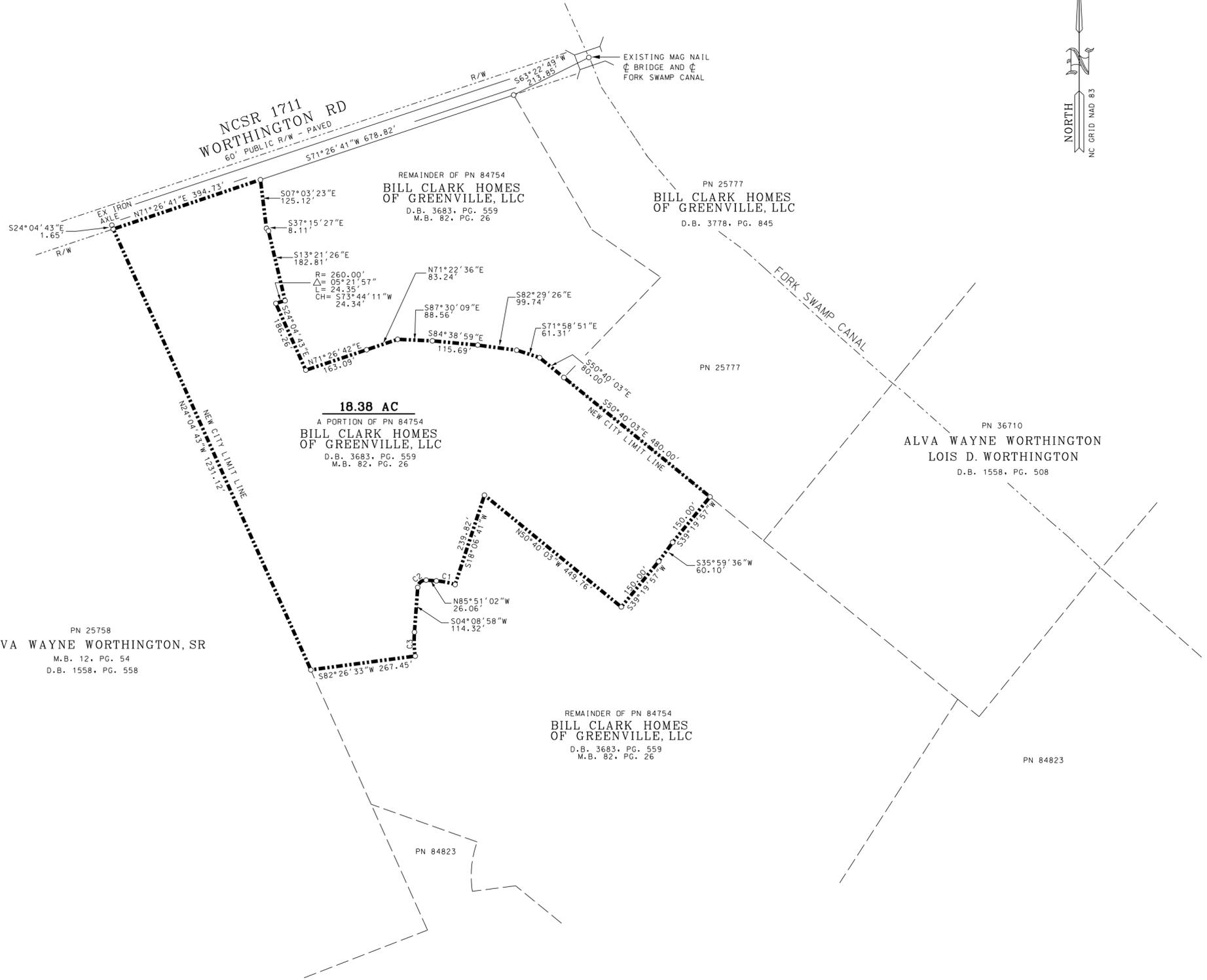
LEGEND:

- NEW CITY LIMIT LINE
- OLD CITY LIMIT LINE
- EXISTING CITY LIMIT LINE

CURVE DATA:

- C1
R= 200.00'
Δ= 13°57'47"
L= 48.74'
CH= N78°52'10"W
48.62'
- C2
R= 20.00'
Δ= 89°58'58"
L= 31.41'
CH= S49°08'58"W
28.28'
- C3
R= 300.00'
Δ= 11°42'24"
L= 61.30'
CH= S01°42'14"E
61.19'

THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (j) WHICH STATES:
"THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED".



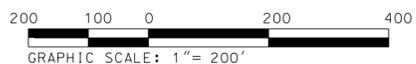
PN 25758
ALVA WAYNE WORTHINGTON, SR
M.B. 12, PG. 54
D.B. 1558, PG. 558

REMAINDER OF PN 84754
BILL CLARK HOMES OF GREENVILLE, LLC
D.B. 3683, PG. 559
M.B. 82, PG. 26

18.38 AC
A PORTION OF PN 84754
BILL CLARK HOMES OF GREENVILLE, LLC
D.B. 3683, PG. 559
M.B. 82, PG. 26

A PORTION OF PARCEL NUMBER 84754

SHEET 1 OF 1



<p>MAP SHOWING AREA TO BE ANNEXED BY</p>		<p>ELI'S RIDGE, PHASES 1 AND 3</p>	
<p>_____ 18.38 AC _____ ORDINANCE NO. AREA</p>		<p>WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA</p>	
<p>ACCEPTED BY THE TOWN OF WINTERVILLE, NC</p>		<p>OWNER: BILL CLARK HOMES OF GREENVILLE, LLC</p>	
<p>_____ MAYOR _____ DATE</p>		<p>200 E ARLINGTON BLVD GREENVILLE, NC 27858 (252) 355-5805</p>	
<p>_____</p>		<p>STRUD ENGINEERING, P.A.</p>	<p>SURVEYED: HOB</p>
<p>_____</p>		<p>107-B COMMERCE STREET GREENVILLE, NORTH CAROLINA 27858 (252) 756-9352 LICENSE NO. C-0647</p>	<p>APPROVED: DTB</p>
<p>_____</p>		<p>CHECKED: DTB</p>	<p>DATE: 07/16/20</p>
<p>_____</p>		<p>SCALE: 1"= 200'</p>	<p>84</p>

Legal Description for Annexation
ELI'S RIDGE, PHASES 1 AND 3

Lying and being in Winterville Township, Pitt County, North Carolina and lying north of NCSR 1713 Laurie Ellis Road, east of NCSR 1700 Old Tar Road, and being bounded on the north by NCSR 1711 Worthington Road, on the west by Alva Wayne Worthington, Sr. (Deed Book 1558, Page 558), and on the east and south by Bill Clark Homes of Greenville, LLC (Deed Book 3683, Page 559), and being more particularly described as follows:

Beginning at an existing iron axle (a control corner) near the southern right-of-way of NCSR 1711 Worthington Road, near the northeast corner of Parcel Number 25758 Alva Wayne Worthington, Sr., thence from the axle S24°04'43"E a distance of 1.65' to a no point set on the southern right-of-way of Worthington Road, the northeast corner of Parcel Number 25758, the True Point of Beginning.

Thence from the True Point of Beginning along the southern right-of-way of Worthington Road North 71°26'41" East a distance of 394.73 feet to a point, thence leaving the southern right-of-way of Worthington Road and following a new annexation line through the lands of Bill Clark Homes of Greenville, LLC the following calls: South 07°03'23" East a distance of 125.12 feet, thence South 37°15'27" East a distance of 8.11 feet, thence South 13°21'26" East a distance of 182.81 feet, thence with a curve to the left having a radius of 260.00 feet and being subtended by a chord of South 73°44'11" West a distance of 24.34 feet, thence South 24°04'43" East a distance of 186.26 feet, thence North 71°26'42" East a distance of 163.09 feet, thence North 71°22'36" East a distance of 83.24 feet, thence South 87°30'09" East a distance of 88.56 feet, thence South 84°38'59" East a distance of 115.69 feet, thence South 82°29'26" East a distance of 99.74 feet, thence South 71°58'51" East a distance of 61.31 feet, thence South 50°40'03" East a distance of 80.00 feet, thence South 50°40'03" East for a distance of 480.00 feet, thence South 39°19'57" West a distance of 150.00 feet, thence South 35°59'36" West a distance of 60.10 feet, thence South 39°19'57" West a distance of 150.00 feet, thence North 50°40'03" West a distance of 449.76 feet, thence South 18°06'41" West a distance of 239.82 feet, thence with a curve to the left having a radius of 200.00 feet and being subtended by a chord of North 78°52'10" West a distance of 48.62 feet, thence North 85°51'02" West a distance of 26.06 feet, thence with a curve to the left having a radius of 20.00 feet and being subtended by a chord of South 49°08'58" West a distance of 28.28 feet, thence South 04°08'58" West a distance of 114.32 feet, thence with a curve to the left having a radius of 300.00 feet and being subtended by a chord of South 01°42'14" East a distance of 61.19 feet, thence South 82°26'33" West a distance of 267.45 feet to a point in the eastern line of Alva Wayne Worthington, Sr. (Parcel Number 25758), thence North 24°04'43" West a distance of 1231.12 feet to the True Point of Beginning, containing 18.38 Acres and being a portion of Parcel Number 84754.

Deborah T. Boyette
Professional Land Surveyor
L- 4146
Date 7-27-20



**RESOLUTION DIRECTING THE TOWN CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NCGS 160A-31**

Eli’s Ridge, Phases 1 and 3

WHEREAS, a petition requesting annexation of an area described in said petition were received on July 27, 2020 by the Town Council; and

WHEREAS, NCGS 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Winterville seems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winterville that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of the investigation.

Adopted this the 10th day of August, 2020.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk

CERTIFICATE OF SUFFICIENCY

Eli's Ridge, Phases 1 and 3

To the Town Council of the Town of Winterville, North Carolina:

I, Donald Harvey, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described herein, in accordance with NCGS 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 11th day of August, 2020.

ATTEST:

Donald Harvey, Town Clerk

DRAFT



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 10, 2020

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Budget Amendment 2020-2021-1.

Action Requested: Approve the Budget Amendment.

Attachment: Budget Amendment 2020-20201-1.

Prepared By: Anthony Bowers, Finance Director

Date: 8/3/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp - 8/4/2020

Supporting Documentation

This is the first budget amendment for the 2020-2021 Fiscal Year.

This amendment addresses the annual roll of open Purchase Orders from the prior year. Our process carries over only necessary open PO's into the next fiscal year. Once we have adopted the annual budget we then bring forward the items that were started in the prior year. This amendment also addresses an error discovered in the budget related to insurance expense. The correction has been made and will be funded for from fund balance and retained earnings.

The total across all funds is \$873,031, of which the PO Roll over accounts for \$805,406.39 and the remainder of \$67,624.61 is need for the insurance correction across all funds.

Budgetary Impact: The total budget amendment is \$873,031.

Recommendation: Approve the Budget Amendment.

BUDGET ORDINANCE AMENDMENT 2020-2021-1

BE IT ORDAINED by the Governing Board of the Town of Winterville, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION	Fund	Increase	Decrease
Fund Balance Contribution	General Fund	\$ 167,577	
Fund Balance Contribution	Recreation	\$ 13,188	
Fund Balance Contribution	Recreation	\$ 4,457	
Fund Balance Contribution	Powell Bill	\$ 143,121	
Contribution from General Fund	Fire Grant	\$ 7,700	
Fund Balance Contribution	Electric	\$ 216,405	
Fund Balance Contribution	Water	\$ 3,000	
Fund Balance Contribution	Sewer	\$ 299,779	
Fund Balance Contribution	Stormwater	\$ 17,804	

Total \$ 873,031 \$ -

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION	Department	Fund	Increase	Decrease
Insurance	1041412000 4127 Admin	General Fund	\$ 5,300	
Insurance	1041412001 4127 Finance	General Fund	\$ 6,220	
Contracted Services	1041412001 4233 Finance	General Fund	\$ 10,000	
Contracted Services	1041412004 4233 Information Tech	General Fund	\$ 20,822	
Insurance	1041413000 4127 Planning	General Fund	\$ 1,380	
Professional Development	1041413000 4221 Planning	General Fund	\$ 1,100	
Contracted Services	1042426000 4233 Public Buildings	General Fund	\$ 16,989	
Maint and Repair of Facility	1042426000 4239 Public Buildings	General Fund	\$ 52,434	
Insurance	1043431000 4127 Police	General Fund	\$ 13,900	
Insurance	1045451002 4127 Public Works	General Fund	\$ 3,750	
Engineering	1045451002 4232 Public Works	General Fund	\$ 18,788	
Insurance	1043432000 4127 Fire	General Fund	\$ 2,250	
Insurance	1843432000 4127 Fire Grant	Fire Grant	\$ 6,300	
Insurance	1843432001 4127 Fire Grant Training	Fire Grant	\$ 1,400	
Insurance	1560601000 4127 Rescue Training	General Fund	\$ 812	
Insurance	1041412002 4127 Inspection	General Fund	\$ 1,675	
Insurance	1560601000 4127 Recreation	Recreation	\$ 4,457	
Small Equipment	1560601000 4276 Recreation	Recreation	\$ 11,135	
Football	1560601000 4280 Recreation	Recreation	\$ 2,053	
Engineering	1645451000 4232 Powell Bill	Powell Bill	\$ 9,188	
Paving and Resurfacing	1645451000 4270 Powell Bill	Powell Bill	\$ 133,934	
Insurance	6071711000 4127 Electric	Electric	\$ 2,031	
Supplies and Materials	6071711000 4230 Electric	Electric	\$ 24,455	
Engineering	6071711000 4232 Electric	Electric	\$ 54,310	
Departmental Improvements	6071711000 4260 Electric	Electric	\$ 2,408	
Capital Outlay	6080801000 7150 Electric	Electric	\$ 133,202	
Insurance	6172721000 4127 Water	Water	\$ 3,000	
Insurance	6273731000 4127 Sewer	Sewer	\$ 1,723	
Maint and Repair of Equipment	6273732020 4225 Sewer	Sewer	\$ 12,124	
Engineering	6273732020 4232 Sewer	Sewer	\$ 17,750	
Contracted Services	6273732020 4233 Sewer	Sewer	\$ 9,704	
Capital Outlay	6280801000 7150 Sewer	Sewer	\$ 258,478	
Insurance	6374742000 4127 Storm Water	Storm Water	\$ 1,270	
Engineering	6374742000 4232 Storm Water	Storm Water	\$ 16,534	
Contribution to Fire Grant Fund	1041950000 9111 Non Departmental	General Fund	\$ 7,700	
Contribution to Recreation Fund	1041950000 9110 Non Departmental	General Fund	\$ 4,457	

Total \$ 873,031 \$ -

Adopted the 10th day of August 2020.

_____ Mayor

_____ Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: August 10, 2020

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Draft Anti-Racism Message.

Action Requested: Council Discussion and Direction.

Attachment: NA.

Prepared By: Terri L. Parker, Town Manager

Date: 7/29/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp - 8/4/2020

Supporting Documentation

At the June Regular Board Meeting, Council discussed a request from Pastor Darron Carmon to “install” (paint, etc.) on a portion of Railroad Street. After discussion, the Council tabled the item so that Mayor Pro Tem Roberson, Councilman Hines and Pastor Carmon could further discuss options for said request.

This item is being brought back for Council discussion and possible action.

Budgetary Impact: TBD.

Recommendation: NA.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: August 10, 2020

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Draft Human Relations Council.

Action Requested: Council and Possible Direction.

Attachment: NA.

Prepared By: Terri L. Parker, Town Manager

Date: 7/29/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp - 8/4/2020

Supporting Documentation

At the June Regular Board Meeting, Council discussed a request from Mayor Pro Tem Roberson for the creation of a Human Relations Council for the Town. After discussion, the Council tabled the item so that Councilman Hines could look into Human Relations Councils further.

This item is being brought back for Council discussion and possible action.

Budgetary Impact: TBD.

Recommendation: NA.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: August 10, 2020

Presenter: Travis Welborn, Public Works Director

Item to be Considered

Subject: 2020 Sanitary Sewer Pump Station Rehabilitation Project: Engineering Services.

Action Requested: Approval of Engineering Contract with Rivers & Associates, Inc.

Attachment: Engineering Services Agreement.

Prepared By: Travis Welborn, Public Works Director

Date: 7/29/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp - 8/4/2020

Supporting Documentation

The Town received a zero interest 20-year loan award, in the amount of \$1,974,200.75 with \$500,000 being approved for principal forgiveness, from the Division of Water Infrastructure in the spring of 2020 for a Sanitary Sewer Pump Station Rehabilitation Project. Staff solicited proposals from Engineering firms to develop the Engineering Report, Environmental Documentation, Construction Plans and Specifications, as well as perform Construction Administration and Inspections. Staff and Council concurred that Rivers & Associates, Inc. presents the project familiarity, experience, technical expertise, scheduling and staffing to complete this project for the Town. Rivers & Associates submitted a proposed Engineering Services Agreement in the amount of \$494,000 to include the Engineering Report/Environmental Information Document, preliminary and final design, preparation of plans and specifications, bidding and negotiation, permitting, surveying, construction contract administration and construction observation.

Budgetary Impact: The project costs, including Professional Services, has been approved for funding through the NCDENR – DWI Clean Water State Revolving Fund. The Town received a zero percent interest 20-year loan award in the amount of \$1,974,200.75 with \$500,000 being approved for principal forgiveness. The funding included \$498,000 for engineering, so this proposal will be within the budgeted amount.

Recommendation: Approval of Engineering Services Agreement with Rivers & Associates, Inc.



ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

July 10, 2020

Mr. Ben Williams, AICP CEP
Assistant Town Manager
Town of Winterville
2936 Church Street
Winterville, North Carolina 28590

HAND DELIVERED

SUBJECT: Town of Winterville – 2020 Sanitary Sewer Pump Station Rehabilitation Project
Engineering Services Agreement
Rivers File 2020068 B

Dear Mr. Williams:

Enclosed are two (2) copies of the Engineering Services Agreement for completing the Engineering Report/ Environmental Information Document (ER/EID), preliminary and final design, preparation of plans and specifications, bidding and negotiation, permitting, surveying, construction contract administration and construction observation for the proposed the Town of Winterville 2020 Sanitary Sewer Pump Station Rehabilitation Project. The technical services for consultative services listed above includes lump sum and hourly estimated amounts totaling \$494,000.

Please review the documents. If everything is acceptable, please have the Mayor and the Finance Director sign and date the Agreement in the designated locations. In addition, please have the Town Clerk attest as appropriate. Return one copy of the document to our attention, and maintain a copy for your file.

We appreciate the opportunity to work with you and the Town of Winterville on this important project. Should you have any questions, please do not hesitate to call.

Very truly yours,

M. Blaine Humphrey, P.E.
Project Manager

Enclosures

Cc: Terri Parker, Town Manager, w/o encl.
Travis Welborn, P.E., Public Works Director, w/o encl.
File w/ encl.

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107 E. Second Street, Greenville, NC 27858 ■ PO Box 929, Greenville, NC 27835 ■ Phone: 252-752-4135 ■ Fax: 252-752-3974

NCBELS Lic. No. F-0334

www.riversandassociates.com

NCBOLA Lic. No. C-312

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of August 10, 2020 ("Effective Date") between
Town of Winterville ("Owner") and
Rivers and Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2020 Sanitary Sewer Pump Stations Rehabilitation Project ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Preparation of Engineering Report/Environmental Information Document, preliminary and final design, preparation of plans and specifications, bidding and negotiation, permitting, surveying, construction contract administration and construction observation services. See Exhibit J for additional description.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

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Page 1

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- 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.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. 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; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* 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 subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost 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.

5.02 *Designing to Construction Cost Limit - Deleted*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* 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.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall 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 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.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. 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, or (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.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application

and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall 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.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, 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 Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. 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 6.08.B 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.
- B. 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.

- C. Unless expressly provided otherwise in this Agreement:
1. 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.
 2. 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.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known 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.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, 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.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, ~~Construction Cost Limit~~. **Not Used**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) 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 written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Winterville

Engineer: Rivers & Associates, Inc.

By(Signature): _____

Print name: Douglas A. Jackson

Title: Mayor

Date Signed: _____

Attest:

Name: Don Harvey

Title: Town Clerk

(SEAL)

By(Signature): _____

Print name: Gregory J. Churchill, P.E.

Title: President

Date Signed: 7-10-2020

Attest:

Name: Marvin E. Garner, AICP

Title: President / Secretary

(SEAL)



Engineer License or Firm's Certificate No. (if required):

F-0334

State of: North Carolina

Address for Owner's receipt of notices:

2571 Railroad Street

P.O. Box 1459

Winterville, NC 28590

Designated Representative (Paragraph 8.03.A):

Travis Welborn, PE

Title: Public Works Director

Phone Number: 252-215-2427

E-Mail Address: travis.welborn@wintervillenc.com

Address for Engineer's receipt of notices:

107 E. Second Street

P.O. Box 929

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

Designated Representative (Paragraph 8.03.A):

M. Blaine Humphrey, P.E.

Title: Project Manager

Phone Number: 252-752-4135

E-Mail Address: bhumphrey@riversandassociates.com

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

By (Signature): _____

Typed Name: Anthony Bowers

Finance Officer

Date: _____

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This is **EXHIBIT A**, consisting of 18 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.00 Study and Report Phase – Engineer's Report (ER) and Environmental Information Document (EID)

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - ~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:~~
 - ~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

Exhibit A – Engineer's Services.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
8. Identify and evaluate three (3) alternate solutions (one of which will be a "no action" alternative) available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
9. Prepare a report (the "Report") comprising the requirements for the ER and EID. The Report will provide a summary description of the project including current and future situations, flow projections, alternatives evaluation, present worth analysis, environmental considerations, and financial analysis. It will be formatted to comply with the requirements of DWI. It will contain, as appropriate, schematic layouts, sketches, and conceptual design criteria with appropriate exhibits, considerations involved, and preliminary alternative solutions available to Owner. For each feasible alternative Engineer will provide capital and recurring cost estimates and a 20-year Present Worth Analysis. Preliminary recommendations will be clearly summarized in the Executive Summary.
10. Perform or provide the following tasks or deliverables:
 - Engineer's Report and Environmental Information Document shall comply with requirements of Owner's Project funding agency, NCDEQ DWI.
 - Assist Owner in submission of Report to DWI, and in receipt of funding agency approval of Report.
- ~~11. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
12. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
13. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction,

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and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

14. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 15. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 16. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 17. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. **None**
 18. Furnish two (2) review copies of the Report and any other Study and Report Phase deliverables to Owner within two (2) days ~~months~~ of the Effective Date and review it with Owner. Within seven (7) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 19. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish three (3) copies of the revised Report and any other Study and Report Phase deliverables to the Owner within fourteen (14) days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.01 Preliminary Design Phase (To be included with Final Design Phase Services)

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the

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Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
None
10. Furnish _____ review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within _____ days of authorization to proceed with this phase, and review them with Owner. Within _____ days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments,

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as appropriate, and furnish to Owner _____ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within _____ days after receipt of Owner's comments.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.02 *Preliminary & Final Design Phase*

- A. ~~After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and~~ Upon written authorization from Owner, Engineer shall:

1. Prepare **preliminary drawings, and subsequently** final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. **Design Memo.**
 - b. **Preparation of Plans, Specifications and Bid Documents.**
 - c. **Provide Additional Copies of Drawings, Specifications and Bidding Documents for Owner's use in submittal and receipt of approval from Owner's funding agency.**
 - d. **Provide Additional Copies of Drawings, Specifications and Bidding Documents for Owner's use in submittal and receipt of approval from authorities having jurisdiction over the Project.**
 10. Furnish for review by Owner, its legal counsel, and other advisors, two (2) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 180 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit two (2) final copies of such documents to Owner within days after receipt of Owner's comments and instructions.
- B.** Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C.** In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D.** The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

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A1.03 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
DBE Bidding Assistance for the Owner
DBE Bidding Review for the Bidders
 10. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

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A1.04 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of 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, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

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7. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or

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whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

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19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of

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Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **Preparation of record drawings**
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

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26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.05 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

None

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

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1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.

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8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.

Exhibit A – Engineer's Services.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. The following additional services are anticipated to be required and are part of this Agreement:

1. **Grant and Loan Assistance and Documentation**
2. **Property Surveys and Easement Surveys**
3. **Permitting**

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A.** Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Exhibit A – Engineer's Services.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following:
 - 1. **Pay all permitting fees.**

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated August 10, 2020.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$199,000 based on the following estimated distribution of compensation:

a. Study and Report Phase – ER/EID	<u>\$30,000</u>
b. Preliminary & Final Design Phase	<u>\$169,000</u>
c. Final Design Phase	\$()
d. Bidding and Negotiating Phase	<u>\$ NA</u>
e. Construction Phase	<u>\$ NA</u>
f. Post-Construction Phase	<u>\$ NA</u>

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None**.

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 8 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$116,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ <u>NA</u>
b. Preliminary Design Phase	\$ <u>NA</u>
c. Final Design Phase	\$ <u>NA</u>
d. Bidding or Negotiating Phase	\$ <u>25,000</u>
e. Construction Phase	\$ <u>86,000</u>
f. Post-Construction Phase	\$ <u>5,000</u>

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Standard Hourly Rates Method of Payment.
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the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
 7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
 8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of April 1st) to reflect equitable changes in the compensation payable to Engineer.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-2 is conditioned on a period of service not exceeding 10 months, excluding Warranty Period. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.**

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.15.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1st) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

**Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.**

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

D. The Total Compensation for Services under Paragraph C2.05 is estimated to be \$66,000 based on the following estimated distribution of compensation:

1. Grant and Loan Assistance and Documentation	<u>\$ 30,000</u>
2. Property Surveys and Easement Maps	<u>\$ 15,000</u>
3. Permitting	<u>\$ 21,000</u>

E. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

**Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.**

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**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$113,000 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 210 day construction schedule.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1st) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

**Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—
Standard Hourly Rates Method of Payment.**

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1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8.5" x 11" Black & White Copies	<u>.06</u> /each
8.5" x 11" Black & White Scans	<u>.06</u> /each
8.5" x 14" Black & White Copies	<u>.10</u> /each
8.5" x 14" Black & White Scans	<u>.10</u> /each
11" x 17" Black & White Copies	<u>.25</u> /each
11" x 17" Black & White Scans	<u>.25</u> /each
All above listed sizes of Color Copies	<u>\$1.00</u> /each
All above listed sizes of Color Scans	<u>\$1.00</u> /each
Color Plot all sizes	<u>\$2.50</u> per square foot
18" x 24" Black & White Plan Prints	<u>\$1.50</u> /each
18" x 24" Black & White Plan Scans	<u>\$1.50</u> /each
24" x 36" Black & White Plan Prints	<u>\$2.50</u> /each
24" x 36" Black & White Plan Scans	<u>\$2.50</u> /each
30" x 42" Black & White Plan Prints	<u>\$5.00</u> /each
30" x 42" Black & White Plan Scans	<u>\$5.00</u> /each
Larger size Plan Prints	<u>\$ _____</u> subject to square footage
Mylar Prints - 18" x 24"	<u>\$20.00</u> /each
Mylar Prints - 24" x 36"	<u>\$30.00</u> /each
Mylar Prints - 30" x 42"	<u>\$40.00</u> /each
CD of Scans	<u>\$5.00</u> /each
Resident Project Representative Equipment	<u>_____</u> /month
Long Distance Phone Calls	at cost
Mobile Phone	<u>\$2.00</u> /day
Meals and Lodging	at cost
Miscellaneous Expenses	at cost
External Reimbursable Expenses	at cost x 1.15
3 Ring Binders up to 2 inches	<u>\$10.00</u> / each
3 Ring Binders over 2 inches	<u>\$25.41</u> / each

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C 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 Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$165.00
Sr. Project Manager II	\$165.00
Sr. Project Manager I	\$155.00
Project Manager II	\$140.00
Project Manager I	\$130.00
Project Engineer II	\$120.00
Project Engineer I	\$105.00
Design Engineer II	\$95.00
Design Engineer I	\$85.00
Senior Landscape Architect	\$125.00
Landscape Architect	\$100.00
Landscape Designer	\$90.00
Project Planner I	\$90.00
Planner II	\$80.00
Planner I	\$70.00
Designer IV	\$115.00
Designer III	\$105.00
Designer II	\$90.00
Designer I	\$75.00
CAD Technician III	\$70.00
CAD Technician II	\$65.00
CAD Technician I	\$60.00
Project Surveyor II	\$105.00
Project Surveyor I	\$90.00
Party Chief III	\$80.00
Party Chief II	\$60.00
Party Chief I	\$55.00
Surveyor Technician II	\$55.00
Surveyor Technician I	\$45.00

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.

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1-Man Robotic II	\$135.00
1-Man Robotic I	\$100.00
Resident Project Representative IV	\$90.00
Resident Project Representative III	\$80.00
Resident Project Representative II	\$70.00
Resident Project Representative I	\$60.00
Intern Tech	\$35.00
Administrative Assistant	\$65.00

	Division Funding Requested	Other Secured Funding Source(s)	Total Cost Amount
Indicate construction costs by line item (e.g., linear feet of different-sized lines)			
<u>Construction Costs</u>			
Mobilization (3%)	39,000		39,000
Chapman Street Pump Station Replacement	701,500		701,500
Church Street Pump Station Screen	325,000		325,000
Chapman Street Force Main (850 LF 8" PVC)	110,500		110,500
Robinson Heights Electrical Replacement	80,000		80,000
Winterville Crossing Electrical Replacement	50,000		50,000
<i>Contingency (10% of construction costs):</i>	131,000		131,000
<i>Construction Subtotal:</i>	<i>1,437,000</i>		<i>1,437,000</i>
<u>Engineering Costs</u>			
Engineering Design/ Bidding/ Negotiation	188,000		188,000
Permitting	21,000		21,000
Land Surveying Costs	13,000		13,000
<i>Engineering Subtotal:</i>	<i>222,000</i>		<i>222,000</i>
<u>Administration Costs</u>			
Construction Administration/ Observation	206,000		206,000
Easement Preparation	2,000		2,000
Grant/ Loan Administration	30,000		30,000
Planning	8,000		8,000
ER/ Environmental Documentation Preparation	30,000		30,000
Legal Costs	5,000		5,000
Closing Cost (Assume 2%)	0	38,800	38,800
<i>Administration Subtotal:</i>	<i>281,000</i>	<i>38,800</i>	<i>319,800</i>
TOTAL PROJECT COST:	1,940,000	38,800	1,978,800
<p>A PE Seal for the estimate <i>must be provided</i> in the space to the right for the application to be considered complete.</p>			

This is **Appendix 3 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.

Summary of Engineering Fees

C2.01.1 Compensation for Basic Services (other than Resident Project Representative) - Lump Sum Method of Payment

A.1.a.	Study and Report Phase	\$ <u>30,000</u>
A.1.b.	Preliminary & Final Design Phase	\$ <u>169,000</u>

C2.01.2 Compensation for Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A.4.d.	Bidding or Negotiating Phase	\$ <u>25,000</u>
A.4.e.	Construction Phase	\$ <u>86,000</u>
A.4.f.	Post-Construction Phase	\$ <u>5,000</u>

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A.1.	Resident Project Representative Services	\$ <u>113,000</u>
------	--	-------------------

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

D.1.	Grant and Loan Assistance and Documentation	\$ <u>30,000</u>
D.2.	Property Surveys and Easement Surveys	\$ <u>15,000</u>
D.3.	Permitting	\$ <u>21,000</u>

C2.01.1 through C2.05 TOTAL \$ 494,000

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

Exhibit D - Resident Project Representative.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

Exhibit D - Resident Project Representative.

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numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|--------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Bodily injury, each accident: | \$ 100,000 |
| 2) Bodily injury by disease, each employee: | \$ 100,000 |
| 3) Bodily injury/disease, aggregate: | \$ 500,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ 1,000,000 |
| 2) General Aggregate: | \$ 2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Per Occurrence: | \$ 2,000,000 |
| 2) General Aggregate: | \$ 2,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| | \$ 1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ 2,000,000 |
| 2) Annual Aggregate | \$ 2,000,000 |
| g. Other (specify): | \$ _____ |

Exhibit G – Insurance.

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2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, Each Accident \$ 100,000
 - 2) Bodily injury by Disease, Each Employee \$ 100,000
 - 3) Bodily injury/Disease, Aggregate \$ 500,000
- c. General Liability --
 - 1) General Aggregate: \$ 2,000,000
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000
- d. Excess Umbrella Liability
 - 1) Per Occurrence: \$ 2,000,000
 - 2) General Aggregate: \$ 2,000,000
- e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):
\$ 1,000,000
- f. Other (specify): \$ _____

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Rivers & Associates, Inc.
Engineer
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually agreed upon party. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Exhibit H - Dispute Resolution.

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This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. Or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$10,000 or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for 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, including but not limited to:
 - A. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

Exhibit I - Limitations on Liability.

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This is EXHIBIT J, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

PROJECT DESCRIPTION

The project proposes to replace/ rehabilitate four existing sanitary sewer pump stations.

This will include replacing the existing 600 gpm Chapman Street Pump Station with a new pump station of the same capacity across the street from the existing pump station, on a parcel of land purchased by the Town of Winterville. The new pump station will include a new precast concrete wet well with submersible sewage pumps, new electrical and control panels, new SCADA, a new vertical spiral screen and relocation of the existing emergency generator to the new pump station. The project will also include replacing the existing dual 6-inch force mains with approximately 400 linear feet of 10-inch force main from the new pump station to the existing discharge location near back entrance to American Truck Leasing on Chapman Street.

A new fine screen and precast concrete vault will be installed at the existing Church Street Pump Station, ahead of the existing wet well. Electrical feed and control panel will be installed as a part of the project.

The existing electrical and control panels at the Winterville Crossing and Robinson Heights Pump Stations will also be replaced as a part of this project. Telemetry at both pump stations will be upgraded to integrate with the existing telemetry system.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 10, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: _____

Owner: _____

Engineer: _____

Project: _____

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: August 10, 2020

Presenter: Travis Welborn, Public Works Director

Item to be Considered

Subject: 2020 Street Improvements Project – Milton Drive.

Action Requested: Approval of Milton Drive Street Reconstruction.

Attachment: CBR Pavement Design Report from Terracon Engineers.(To be provided)

Prepared By: Travis Welborn, Public Works Director

Date: 7/29/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp - 8/4/2020

Supporting Documentation

The Contractor for the 2020 Street Improvements Project has completed most of the project except for the milling and resurfacing of Milton Drive. When the Contractor replaced the existing culverts in Milton Drive staff noticed that the existing pavement subgrade did not appear to have any aggregate, and the asphalt was installed on a very thin layer of aggregate which was installed on a clay subgrade. Staff was concerned that the road subgrade would fail if the existing asphalt was simply milled out, so a loaded dump truck was used to proof roll the existing pavement. When a loaded dump truck traveled down the street, an obvious “wave” was observed under the truck, indicating that the existing pavement section had failed and/or was insufficient. Due to this, staff has requested that a local soil engineer perform California Bearing Ratio tests on the existing soil subgrade to determine what pavement section is needed, and proposes that the existing pavement and subgrade be completely removed and replaced with the pavement section recommended by the engineer based on the CBR tests. This will lead to additional costs above what was originally proposed for Milton Drive. However, the street must be reconstructed in order to be resurfaced. Delaying the reconstruction will only lead to further deterioration of the existing street and subgrade and increased costs in the future. The worst-case scenario for street reconstruction would include undercutting the existing street 24 inches and installing 24 inches of select backfill, 8 inches of CABC (stone), and 2 inches of asphalt. In addition to the money allocated to the project in last year’s budget, there would be an extra cost of approximately \$140,000 to reconstruct the street from Vernon White Road to Roxie Court. \$160,000 was budgeted for resurfacing in the current fiscal year budget, and staff proposes to expend that money on Milton Drive in addition to the money that was previously budgeted and encumbered. Staff also proposes to perform CBR tests on Gaylord Street and Chapman Street and have an engineer begin working on pavement design and reconstruction plans for each of those streets for next fiscal year.

Budgetary Impact: Funds for the additional work on Milton Drive will need to be allocated from the current fiscal year budget for resurfacing in the Powell Bill Fund. This will delay work on Gaylord Street and Chapman Street until 2021.

Recommendation: Approval of additional work with formal change order to follow.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: August 10, 2020

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: BS&A Software ERP System Contract.

Action Requested: Approve the Contract.

Attachment: BS&A Software Contract.

Prepared By: Anthony Bowers, Finance Director

Date: 7/30/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp - 8/4/2020

Supporting Documentation

This Contract is for the purchase of a new Enterprise Resource Planning Software. This software is used for the day to day operations of the Town. This includes Financial Accounting, Payroll, Human Resources, Building Inspections, Fire Inspections, Cash collections, Planning, Miscellaneous billing, Utility Billing, And Cemetery management.

This software was selected through a vigorous process that included the assistance from consultants with the GFOA (Governmental Finance Officers Association), and a selection committee comprised of Town employees that represented all departments. We vetted five software companies and determined that BS&A has the best references and business model. Their approach is business is very different that the other companies that presented. The take a much more hands on approach to making sure the town is successful in converting to the new software.

We are currently using Sungard Plus Series. They are no longer supporting this product and we are being forced to make a change. They are not developing a new plus series to replace it. In order to have a product that will provide all of the functionality that the Town needs we had to go to market.

Financially, this will be a great move for the Town as we will reduce the annual maintenance fees from \$54,000 to \$22,430. These annual savings are more than half of what the current company cost, as well as, any of the other bidders in the process.

The total upfront once time cost of the contract is \$341,750 and annual maintenance fees are \$22,430 with a CPI based increase each year.

The appropriations for this project are included in the 20-21 FY budget. It is scheduled to be financed with debt that will be obtained at a future date.

This contract has been approved by GFOA and has been reviewed by Keen Lassiter, the Town Attorney.

Budgetary Impact: The total budget amendment is \$341,750 plus annual maintenance beginning at \$22,430.

Recommendation: Approve the Contract.

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement that includes attached **Exhibits A, B, C, D, and E** ("Agreement") is between Bellefeuil, Szur & Associates, Inc. ("BSA"), a Michigan corporation and the Town of Winterville, North Carolina ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain licensed software and certain services described herein to Customer.

SECTION A – SOFTWARE LICENSE

1. License Grant.

- 1.1.** Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance with terms as detailed in Sections 1-4, 13, 21, 24, 26-28, BSA hereby grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to install and use the BSA Software Products for Customer's internal business purposes only (and not, for example, as a data center, reseller, or service bureau for third parties), only on servers owned by Customer and located at Customer's facilities or on servers where the BSA Software Products are made accessible exclusively to Customer through a contractual relationship with third party, and otherwise in accordance with this Agreement. "BSA Software Product(s)" means, the: (i) BSA software products set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members. Customer may make and keep (securely) archival copies of each BSA Software Product solely for use as backup.
- 1.2.** Customer will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of the BSA. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the modified BSA Software Products will be void. All rights not expressly granted are reserved.

2. License Fees. Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the license granted herein, the software fees set forth in **Schedule 1 to Exhibit A**.

3. Limited Software Warranty.

- 3.1.** BSA warrants and represents for a period of one (1) year from Final Acceptance of BSA Software Product that: (i) such BSA Software Product will perform substantially in the same manner as official demonstration versions and in accordance with BSA's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement; and (ii) the BSA Software Product shall conform to the Documentation and Functional Requirements attached as Exhibit E of this Agreement. "and be free of material defects in workmanship and materials. Functional Requirements" means the BSA responses to the requirements and any additional notes, comments or clarifications as provided by BSA. Any claim under this Limited Software Warranty must be made within one (1) year from Final Acceptance. of the applicable BSA Software Product. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, or in the event that is not possible to render it conforming with reasonable efforts, to receive a refund of the amount paid for the BSA Software Product and any other BSA Software which would be rendered non-conforming by the removal of the refunded BSA Software Product.
- 3.2.** THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS, INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF

ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS EXCEPT AS EXPLICITLY STATED IN THE DOCUMENTATION OR FUNCTIONAL REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCT(S) CAN BE FOUND IN ORDER TO BE CORRECTED.

4. Ownership of BSA Software Products/Proprietary Information.

- 4.1.** BSA shall retain ownership of, including all intellectual property rights in and to, the BSA Software Products. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purposes of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

SECTION B – PROFESSIONAL SERVICES

- 5. Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A and Exhibit D** (Statement of Work), for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. The Parties may enter into future Statements of Work, which shall become part of this Agreement.
- 6. Change Orders.** If Customer requires the performance of professional services not covered by the existing Agreement, or requires a change to the existing Professional Services, Customer shall deliver to BSA's Project Manager a written change order request and specify in such change order request a description of the proposed work with sufficient detail to enable BSA to evaluate it and provide a proposal ("the Change Order Request"). BSA may, at its discretion, prescribe the format of the Change Order Request. BSA shall provide the Customer with an evaluation of the Change Order Request, which may include a written proposal containing the following: (i) implementation plans; (ii) the timeframe for performance; and (iii) the estimated price for such performance, proposed changes to this Agreement, and other information necessary for the Customer to make a decision on how to proceed (the Change Order). Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and Go-Live Dates.
- 7. License and Ownership.**
- 7.1.** All rights, including all intellectual property rights, in and to product Deliverable delivered as a result of Professional Services under this Agreement shall be owned by BSA. "Deliverable" means any work product, modification to Documentation, report, write up, analysis, or recommendation, as defined in the SOW that BSA creates for Customer under the terms of this Agreement. For the avoidance of doubt, work product that constitutes a BSA Software Product or portion thereof shall be governed by Section A including Section 1.1 thereof.
- 7.2.** Subject to Section 7.1 and Customer's compliance with this Agreement, (including payment in full), the Town shall (i) have a limited perpetual, personal, irrevocable, nonexclusive, worldwide, and royalty free license to use, execute, reproduce, and modify the Deliverable, but only for Client's internal use in conjunction with BSA Software Products and (ii) be allowed to share the Deliverables with other governmental entities. For the avoidance of doubt, the BSA Software Product shall not be shared with other governmental entities, while the output of said Products, such as produced reports, data analysis and information may be shared with other entities.
- 8. Cancellation.** In the event Customer cancels or reschedules Professional Services, and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all expenses incurred by BSA on Customer's behalf; and (ii) daily fees associated with the canceled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.
- 9. Limited Professional Services Warranty.**

- 9.1. BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, materially in accordance with the Statement of Work attached as Exhibit D, and that services will conform to the specifications identified in the Functional Requirements and other requirements of the Statement of Work.
- 9.2. In the event of a breach of the foregoing warranty and a claim in accordance with the next sentence, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA re-perform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made, or said claim shall be deemed waived.
- 9.3. THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

SECTION C – MAINTENANCE AND SUPPORT

10. Maintenance and Support Generally.

- 10.1. For a one-year period, commencing on the installation of the BSA Software Products, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support," meaning the following: (i) Modifications (such as patches, corrections, and updates) as are generally provided at no additional charge (beyond the cost of annual Maintenance and Support) by BSA to BSA customers; and (ii) technical support, as further described in Section 11, during BSA's normal business hours.
- 10.2. Commencing one (1) year from the installation of the BSA Software Products, Maintenance and Support will be provided on an annual basis, subject to compliance with the terms of the Agreement and payment of the annual Maintenance and Support fees outlined in **Exhibit B**. Maintenance and Support will be renewed annually unless either Party notifies the other at least sixty (60) days prior to the anniversary of installation of its intent to terminate.
- 10.3. BSA guarantees that the Maintenance and Support annual fee set forth in **Exhibit B** will not change for two (2) years from the date of the installation of the BSA Software Products. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers – U.S. City Average (the "Annual Renewal Fee").

11. Support.

- 11.1. With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this section 11. Subject to Customer's compliance with the terms of the Agreement and purchase of Maintenance and Support, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation) under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.
- 11.2. Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include but not be limited to water, fire, wind, lightning, other natural calamities, transportation, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its agents; (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc.; and (vii) support of the BSA Software Products that have not incorporated current Modifications. All

such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.

- 11.3.** Notwithstanding anything to the contrary, in order to maintain the integrity and proper operation of the Software, Customer agrees to use commercially reasonable efforts to implement, in the manner instructed by BSA, all Modifications in a timely manner. Customer's failure to implement any Modifications may limit or restrict the ability of Customer to implement future Modifications. Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercial reasonable judgment to determine if an Error exists.
- 11.4.** Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA's system in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a connection to the Internet to facilitate BSA's remote access to BSA's system. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

SECTION D – GENERAL TERMS AND CONDITIONS

- 12. Customer Assistance.** Customer acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other milestones agreed to by the Parties for implementation and defined in the Statement of Work. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Paragraph 26. below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission).
- 13. BSA Proprietary Information.**
- 13.1.** Customer acknowledges that the information associated with or contained in the BSA Software Products and information used in the performance of Professional Services include trade secrets and other confidential and proprietary information of BSA (the "Proprietary Information").
- 13.2.** The Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
- 13.3.** Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act or breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 13.4.** If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so

as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times, cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.

- 14. Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION, AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED TO DIRECT DAMAGES NOT IN EXCESS OF THE PURCHASE PRICE OF BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO THE CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW. **THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION 17.**
- 15.** Customer is solely responsible for its data, its database, and for maintaining suitable back-ups of the data and database to prevent data loss in the event of any hardware or software malfunction. Customer covenants and agrees to undertake all necessary measures to protect and secure its data, including implementation of technical, administrative and physical protections. BSA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DATA LOSS REGARDLESS OF THE REASONS FOR SAID LOSS. To the maximum extent authorized by law, Customer agrees to defend, indemnify and hold BSA harmless for any claim by any person or entity arising out of any loss or compromise of data or data security or arising out of Customer's breach of this Agreement.
- 16. Additional Disclaimer.** SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE. EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.
- 17. Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) Customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to purchase Maintenance and Support Services. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense either procure the right for Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder).
- 18. General Indemnification.** BSA will indemnify and hold harmless Customer and Customer agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by BSA's negligence or willful misconduct; (b) BSA's violation of PCI-DSS requirements or a law applicable to BSA's performance under this Agreement, or (c) violation of our Confidentiality obligations as set forth in this Agreement. Customer must notify BSA promptly in writing of the claim and give BSA sole control over its defense or settlement. Customer agrees to provide BSA with reasonable assistance, cooperation, and information in defending the claim at Customer's expense.
- 19. No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
- 20. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement for the other Party's material breach upon failure to cure such breach after thirty (30)

days' written notice identifying with specificity the nature of the breach. Upon termination of this Agreement: (a) Customer shall promptly pay all amounts payable to BSA for Services rendered and work performed up to the date of termination; and (b) Customer shall return or destroy, at the direction of the BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 1.2, 4.1, 7.1, 13 through 16, 19, 21 through 30, and the provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.

- 21. Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.
- 22. Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of North Carolina, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Pitt, State of North Carolina, or in any court of the United States of America lying in the Eastern District of North Carolina.
- 23. Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
- 24. Export.** Customer will comply with all applicable laws, including applicable export control laws that prohibit export or diversion of certain products and technology to certain countries or individuals, including foreign nationals in the United States. Customer undertakes to determine any export licensing requirements and to comply with such obligations. The BSA Software Products are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display, or disclosure of BSA's Software Products by the U.S. Government shall be solely in accordance with the terms of this Agreement.
- 25. Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 26. Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.
- 27. Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
- 28. Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:

BSA Software
14965 Abbey Lane

Bath, MI 48808
Attn: Contracts Manager
Telephone: 517-641-8900

If to Customer:

Town of Winterville
2571 Railroad Street
Winterville, NC 28590
Telephone No.: 252-756-2221

- 29. Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.
- 30. Contract Documents and Order of Precedence.** The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:
- Exhibit A – Payment Terms Generally*
 - Schedule 1 to Exhibit A - License/Interface/Customization Fees*
 - Schedule 2 to Exhibit A – Professional Services Fees*
 - Exhibit B – Maintenance and Support Fees*
 - Exhibit C – Support Call Process*
 - Exhibit D – Statement of Work*
 - Exhibit E – BSA's Response to Town's Functional and Technical Requirements*
- 31. Town Insurance.** Certificates of Insurance acceptable to the Town shall be filed with the Town prior to the commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to the Town. All insurance policies shall be issued by responsible companies whom are acceptable to the Town and licensed and authorized to do business under the laws of the State of North Carolina. BSA shall effect insurance to protect the interest of BSA, and sub contractors in provision of Services. BSA shall provide proof of such insurance to the Town by providing a Certificate of Insurance reflecting such coverage and adding the Town as a Certificate holder. The Certificate of Insurance shall endorse the Town as an additional insured on all liability policies with the exception of Professional Liability policy.
- 31.1.** BSA shall procure and maintain, at BSA's own expense during the Contract time, Liability Insurance as hereinafter specified.
- 31.1.1.** BSA's General Public Liability and Property Damage Insurance, including vehicle coverage issued to BSA and protecting BSA from all claims for personal injury; including death and all claims for destruction of or damage to property arising out of or in connection with any operations under this Contract, whether such operations be by BSA or a Sub Contractor employed by the Prime Contractor
 - 31.1.2.** Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.
 - 31.1.3.** Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident, and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 31.2.** BSA shall procure and maintain, at BSA's own expense during the Contract time, Professional Liability Insurance. The aggregate limit should be total insurance available for claims of at least \$1,000,000 per claim and \$1,000,000 aggregate.

31.3. BSA shall procure and maintain, at BSA's own expense during the Contract time, in accordance with the provisions of the laws of the State of North Carolina Workers' Compensation Insurance, including occupational disease provisions, for all of BSA's employees, and in case any Work is sublet, BSA shall require such Sub Contractor identically to provide Workers' Compensation Insurance, including an occupational disease provision for all the latter's employees unless such employees are covered by the protection afforded by BSA. In case any class of employees engaged in hazardous Work under this Contract are not protected under the Workers' Compensation Law, BSA shall provide, and shall cause each Sub Contractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

32. Pricing. Pricing for any listed optional products or rates associated with any Change Order shall be identified in this Agreement and valid for twelve (12) months from the Effective Date.

33. Subcontractors. BSA will not subcontract any services under this Agreement without Customer's prior written consent.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

BSA SOFTWARE, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Undisputed payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received
2. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$91,805 upon Effective Date. Such amount equals BSA's software license fees as set forth in Schedule 1.
4. BSA shall invoice Customer \$81,125 upon completion of onsite discovery and data conversion. Such amount equals BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
5. BSA shall invoice Customer \$115,500 upon final acceptance of the project. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs as set forth in Schedule 2.
6. BSA shall invoice Customer for travel costs at a fixed price up to \$53,320 based upon number of trips and days onsite. Flights will be calculated at \$600 for each roundtrip flight, meals \$55 per day, hotels \$135 per night and rental cars at \$60 per day.
7. Customer shall be responsible for all taxes (including sales taxes) imposed as a result of any transaction associated with this Agreement, exclusive of taxes on BSA's net income and taxes related to travel expenses.

Schedule 1 to Exhibit A

License Fees

Applications

Financial Management

General Ledger .NET	\$5,595
Accounts Payable .NET	\$4,745
Cash Receipting .NET	\$4,745
Miscellaneous Receivables .NET	\$4,745
Purchase Order .NET	\$4,745
Work Orders .NET	\$4,745
Cemetery Management .NET <i>(20,000 plots)</i>	\$4,570
Utility Billing .NET <i>(4,173 water customers; 3,207 electric customers; 3,970 garbage customers)</i>	\$12,250

Personnel Management

Payroll .NET	\$6,145
Human Resources .NET	\$5,595

Community Development

Building Department .NET	\$6,990
Field Inspection .NET	\$2,940

Property

Tax .NET	\$5,595
Delinquent Personal Property .NET	\$4,745

BS&A Online

Community Development	\$3,775
Employee Self-Service	\$3,690
Financials	\$3,690
Public Records Search + Online Bill Pay <i>With use of integrated Credit Card Processor</i>	\$2,500

Subtotal **\$91,805**

Schedule 2 to Exhibit A
Professional Services Fees

Data Conversions/Database Setup

Convert existing SunGard data to BS&A format:	
General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$2,800
Accounts Payable (Vendors, Up to 10 years invoices and check history)	\$2,375
Cash Receipting (Receipt items, Up to 10 years receipt history)	\$2,375
Payroll (Database Setup, Employee detail and YTD, Up to 10 years check history)	\$4,610
Human Resources (Position/status history, Positions, License types)	\$2,800
Utility Billing	\$10,600
<hr/>	
Convert existing Excel data to BS&A format:	
Cemetery Management	\$3,000
<hr/>	
Convert existing Pentamation Finance Plus data to BS&A format:	
Delinquent Personal Property	\$2,375
<hr/>	
Convert existing CommunityPlus data to BS&A format:	
Building Department	\$5,940
<hr/>	
Database Setup:	
Miscellaneous Receivables (Setup of Billing Items, Penalties)	\$1,500
Work Orders (Setup of Work Order Types, Facilities, Assets, Equipment, Materials, Workers (if not using Employees as Workers))	\$2,000
<hr/>	
	Subtotal \$40,375
No conversion or database setup to be performed for:	
Purchase Orders	
Field Inspection	
Tax	

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500
Annual County Import Fee for Tax (recurring charge)	\$3,000
<hr/>	
	Subtotal \$4,500

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).
-

\$40,750

Implementation and Training

- \$1,000/day

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	4		\$4,000
Financial Management Applications	Days:	38		\$38,000
Personnel Management Applications	Days:	15		\$15,000
Community Development Applications	Days:	30		\$30,000
Property Applications	Days:	4		\$4,000
User Assistance Training	Days:	8		\$8,000
	Total:	99	Subtotal	\$99,000

Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A applications
- Assist customers with more detailed and advanced report options available within the BS&A applications
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Post-Go Live for all applications for which training was performed	Days:	4		\$4,000
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Contingency

Significant efforts are made by both parties to ensure that the scope of a project such as this is well-defined. Occasionally, unforeseen situations occur, such as customization requests for non-standard functionality, reporting or integration with a third-party system, or the need for additional training due to process changes, staff changes, etc. In order to easily accommodate these situations during your project, BS&A recommends the establishment of a Contingency budget. The Contingency budget allows for unexpected situations to be addressed efficiently, without the need for additional council approval.

Recommended Contingency **\$8,000**

Travel Expenses **\$53,320**

EXHIBIT B

Maintenance and Support Fees

Annual Service Fees

Unlimited support during your first year with the program is included in your purchase price. Thereafter, Service Fees are billed annually in the quarter representing the anniversary date of the installation of the BSA Software Products, other than Permit Application Submission fees, to be billed quarterly based on the accumulation of fees.

Financial Management	
General Ledger .NET	\$1,120
Accounts Payable .NET	\$950
Cash Receipting .NET	\$950
Miscellaneous Receivables .NET	\$950
Purchase Order .NET	\$950
Work Orders .NET	\$950
Cemetery Management .NET	\$915
Utility Billing .NET	\$2,500
<hr/>	
Personnel Management	
Payroll .NET	\$1,230
Human Resources .NET	\$1,120
<hr/>	
Community Development	
Building Department .NET	\$1,400
Field Inspection .NET	\$590
<hr/>	
Property	
Tax .NET (Including Annual Import from County)	\$4,120
Delinquent Personal Property .NET	\$950
<hr/>	
BS&A Online	
Community Development*	\$755
Financials	\$740
Employee Self-Service	\$740
Public Records Search	\$1,500
<hr/>	
Total Annual Service Fees	\$22,430

** Online Permit Application Submissions carry an additional fee of \$2 per application submitted, to be billed quarterly.*

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (Eastern Time), Monday through Friday, excluding holidays.

You can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of our applications (ii) our toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
 - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) day.
 - ii. Moderate.** Cases where an Error causes inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within our standard update cycle.
 - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not impede functionality in any significant way. These issues are assigned a priority level at our regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to quickly connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

EXHIBIT D

Statement of Work

Statement of Work

Town of Winterville, NC

Prepared for: Anthony Bowers
Town of Winterville, NC

Prepared by: Kevin Schafer, Account Executive
BS&A Software

Date: February 17, 2020
Version: 1
Revision: 1.1
Status: Draft

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1 Contact List

This section provides the list of key contacts for both BS&A Software and Town of Winterville :

BS&A Contacts

<i>Name</i>	<i>Email</i>	<i>Cell</i>
Kevin Schafer	kschafer@bsasoftware.com	517.881.6445

Town of Winterville Contacts

<i>Name</i>	<i>Email</i>	<i>Cell</i>
Anthony Bower	Anthony.bowers@wintervillenc.com	

2 Project Overview

Overview

BS&A Software has over 900 customers on our Financial Management, Payroll, Utility Billing, and Community Development software. These customers range from small municipalities with hundreds of people to large municipalities that have over 100,000 residents. All of our programs are built with the Microsoft .NET software development platform using the latest tools available. Our software uses Microsoft SQL as the database engine. BS&A programs currently provide all of the major functions requested.

BS&A Benefits

For over 30 years, our trademark has been to provide great software and world-class customer service. You will quickly learn why BS&A has grown so positively through the worst of economic times; we are first and foremost concerned with long-term customer relationships.

* Customer Support & Satisfaction – BS&A believes that customer satisfaction is critical to the long-term success of any company. We are so confident in what our existing customers have to say that we provide a complete client list on our website. Feel free to contact any of our existing customers. If they do not say that we provide the absolute best customer support, choose another vendor.

* Site License: As a standard process, BS&A provides each municipality with a site license, whereby they can run our software on an unlimited number of desktops or with an unlimited number of concurrent users. This makes it practical to provide access to BS&A software to as many users and departments as desired without incurring any additional license costs.

* Data Conversion: BS&A sets the bar in terms of data conversion efficiency, and minimizes efforts on the Town's part. We simply require you to get us data in a readable, defined format, and we take over from there. Whether you choose to convert all of your data or just the critical components, BS&A will not produce any surprise or additional data conversion fees, unless changes to the scope of the conversions are requested.

* Integrations: BS&A provides out of the box and user configurable integrations for a large number of required systems (Banks, State Government, IRS, Benefit Providers, Purchasing Cards, etc.) We do not charge any extra fees for these integrations and, in most cases, we will create similar integrations at no cost.

* Project Management: BS&A representatives will deliver the implementation services for all of the proposed applications. BS&A will assume the role of primary contractor and will assume project management responsibilities. Our Project Managers, along with our Implementation & Training staff, have been involved in hundreds of successful projects similar to the Town's.

3 Scope

The following components, including any tasks inherent or necessary in providing the components shall be considered a part of the project scope. BS&A and the Customer shall work together to implement the project components to satisfy the functional requirements identified in Exhibit E to this agreement.

A. Software Scope

The following software shall be considered in scope for this project.

General Ledger .NET	Accounts Payable .NET	Work Orders .NET	Utility Billing .NET	Payroll .NET
Cash Receipting .NET	Miscellaneous Receivables .NET	Purchase Order .NET	Cemetery Management .NET	Human Resources .NET
Building Department .NET	Field Inspection .NET	Tax .NET	Delinquent Personal Property .NET	BS&A Online Public Records Search
BS&A Online Community Development	BS&A Online Financials	BS&A Online Employee Self Service		

B. Data Conversions

Data conversions expected as part of the project scope are listed in

General Ledger (COA, Balances, Budget, up to 10 Years Transaction History)	Accounts Payable (Vendors, up to 10 Years Invoice and Check History)	Cash Receipting (Receipt Items, up to 10 years Receipt History)	Payroll (Database Setup, Employee detail and YTD, up to 10 years Check History)	Human Resources (Position/Status History, Positions, Licenses)
Cemetery Management (Plot, Owner and Occupant Data)	Utility Billing (Account, Meter information, up to 10 years Billing and Payment History)	Building Department (Parcels, Properties, Owners, Contractors, Permit History)	Miscellaneous Receivables (Setup of Billing Items/Penalties)	Work Orders (Setup of Work Order Types, Facilities, Assets, Equipment, Materials, Workers)
Delinquent Personal Property (Parcels, Owners, up to 3 years billing and Payment History)				

C. Reporting

BS&A will work with the Town to utilize standard reporting features throughout the software. In addition, the Town plans to take advantage of all standard reporting tools, ad-hoc reporting tools, and other “out of the box” capabilities for accessing BS&A data. BS&A will include analysis and recommendations for reporting within each module and applicable deliverable. The following custom reports are also in scope

D. Interfaces / Exports / Imports

The Town expects to include the following interfaces as part of this project. Final interface scope, including requirements for each interface will be confirmed as part of the X stage of the project.

Import into Building Department system to populate parcels, properties and current owners (recurring import, one time cost)	Import to Tax system from County Tax Roll (recurring import, annual cost)			

E. Modifications

The only software modifications in scope for this project are the custom interfaces and exports listed above.

4 Implementation Approach

This section describes the method that BS&A Software will use to deliver this project to the Town of Winterville. This method is described in terms of the generalized approach and as a detailed schedule.

Generalized Approach

BS&A Software will use a three-phase approach to fulfill the needs of the Town.

Phase 1 – Plan

This document represents the beginning phases of the plan for the work to be undertaken by providing an outline of the tasks to be completed. More detailed planning, in regards to scheduling, as well as confirming and specifying the details of tasks to be undertaken will be completed following the receipt of a signed proposal.

Phase 2 – Execute

This phase encompasses all of the activity necessary to bring into operation the applications provided by BS&A Software and the associated training. Action Items, Business Process Decisions, Interfaces, Modifications, and change orders will be tracked in the Project Master Excel Workbook.

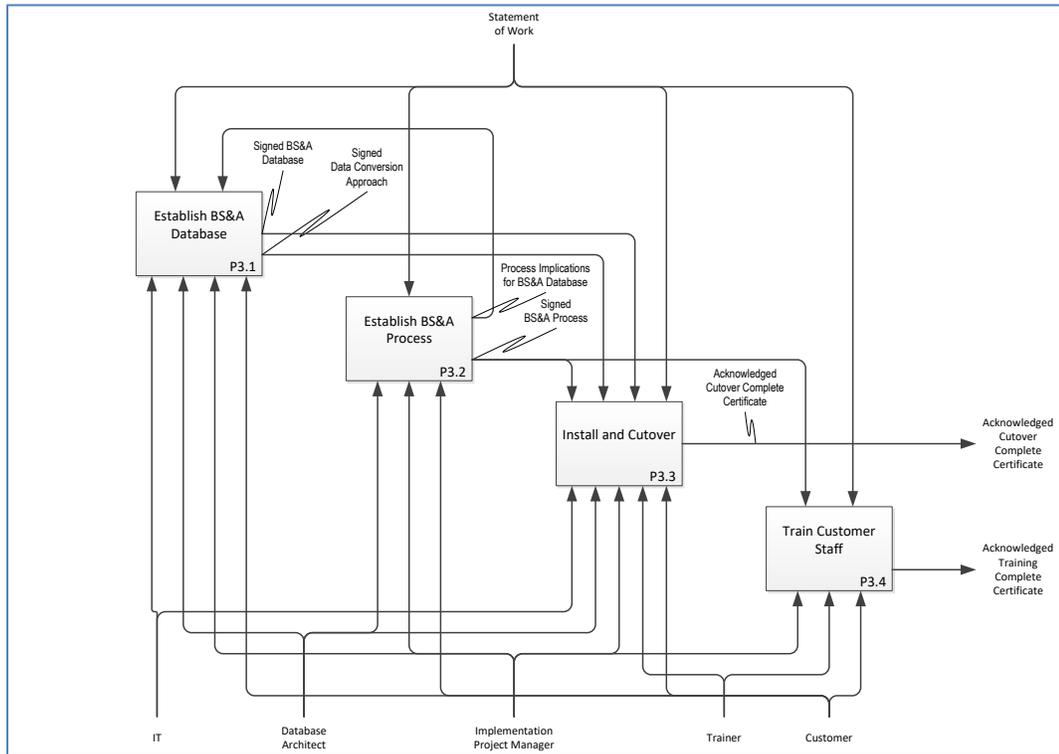
Phase 3 – Close

This phase provides a formal conclusion of the project and the handover to BS&A’s support team.

Figure 1: Delivery Process Overview

This diagram shows the general approach that BS&A Software will follow to deliver this project.

Figure 2: Delivery Process - Execute Phase



During the Execute Phase of the project, BS&A will

Establish BS&A Databases – During this phase, BS&A and the Town will work together to extract the necessary data from the Town’s existing software, along with corroborating reports to ensure an accurate conversion. BS&A will develop preliminary conversions of the Town’s data, and perform Quality Control and balancing processes of this data. BS&A and Town will review the preliminary converted data, so that additional changes can be made to the conversion routines. Finally, BS&A will perform final conversions, at the point of Cutover, utilizing the feedback provided by the Town.

Establish BS&A Processes – BS&A and the Town will review the Town’s current processes, within the existing software, and work together to determine how to perform the tasks vital to the Town’s operations within the BS&A Software system using best practices.

Install and Cutover – At the time of ‘go-live’ within the BS&A Software systems, BS&A will extract a final copy of the Town’s legacy data, for final conversion. Only data properly entered in the Town’s legacy system prior to this extraction will be contained in the final data conversion. After performing a final data conversion, and quality control of the converted data, BS&A will perform additional setup tasks in the converted data necessary to effect the delivery of databases to allow for the use of the BS&A Software as determined when establishing BS&A processes.

Train Customer Staff – Depending on the final schedule, as determined during the planning process, BS&A staff will work with Town staff to transfer knowledge on the use of the BS&A Software products. Portions of this process will be performed using the preliminary data conversions, while additional training will be performed and completed during the final cutover/go-live process.

Establish BS&A Database

In the Establish BS&A Database phase, BS&A will extract the data along with corresponding reports with the assistance of the Town, prepare preliminary databases and review these with the Town for any conversions included in the scope of this project. These databases will include the converted data as well as configuration setup completed by BS&A with the confirmation of the Town. Databases to be used at go-live will contain any changes noted during the data reviews along with the final agreed upon configuration. Each database will go through a quality control process which will include formal balancing against reports from the current system.

Tasks

Task	BS&A Role	Town Role	Expected Duration
Task Name	• What is BS&A Responsible for?	• What is Town Responsible for?	Approx days/months/weeks/
Extract Preliminary General Ledger Data	BS&A will provide resources with knowledge of many various database formats, especially those that are capable of providing data for BS&A to perform conversions.	Town will provide the necessary technical resources, and security access in order to access existing data, and extract the data into a format usable by BS&A.	1 day
Extract corroborating General Ledger Reports	BS&A will work with Town staff, to determine the appropriate reports to be produced for balancing and confirmation purposes.	Town will provide reports, as directed by BS&A, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Develop Preliminary General Ledger Conversion	BS&A will develop the necessary automated processes and routines necessary to translate the data from the format provided by the Town, into the BS&A database.	N/A	4 weeks
Perform preliminary General Ledger Conversion Quality Control	BS&A will review the converted data, in comparison to the data supplied by the Town, as well as the corroborating reports, in order to ensure balancing and proper conversion of data, and to determine any	N/A	1 day

	portions of the conversion which may require additional discussion during the data review process.		
Perform Preliminary General Ledger Data Review	BS&A will review the converted data with Town staff, highlighting areas for the Town to review, or confirm, in cases where the appropriate result will not be clear from the data/reports alone.	Town will review the data, both with BS&A's assistance, as well as perform additional review and evaluation of data as necessary to address questions, or to familiarize Town staff with expected output of converted data.	1 day
Extract Preliminary Cash Receipting Data	BS&A will provide resources with knowledge of many various database formats, especially those that are capable of providing data for BS&A to perform conversions.	Town will provide the necessary technical resources, and security access in order to access existing data, and extract the data into a format usable by BS&A.	1 day
Extract Corroborating Cash Receipting Reports	BS&A will work with Town staff, to determine the appropriate reports to be produced for balancing and confirmation purposes.	Town will provide reports, as directed by BS&A, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Develop Preliminary Cash Receipting Conversion	BS&A will develop the necessary automated processes and routines necessary to translate the data from the format provided by the Town, into the BS&A database.	N/A	4 weeks
Perform Preliminary Cash Receipting Conversion Quality Control	BS&A will review the converted data, in comparison to the data supplied by the Town, as well as the corroborating reports, in order to ensure balancing and proper conversion of data, and to determine any portions of the conversion which may require additional	N/A	1 day

	discussion during the data review process.		
Perform Cash Receipting Data Review	BS&A will review the converted data with Town staff, highlighting areas for the Town to review, or confirm, in cases where the appropriate result will not be clear from the data/reports alone.	Town will review the data, both with BS&A's assistance, as well as perform additional review and evaluation of data as necessary to address questions, or to familiarize Town staff with expected output of converted data.	1 day
Extract Preliminary Accounts Payable Data	BS&A will provide resources with knowledge of many various database formats, especially those that are capable of providing data for BS&A to perform conversions.	Town will provide the necessary technical resources, and security access in order to access existing data, and extract the data into a format usable by BS&A.	1 day
Extract Corroborating Accounts Payable Reports	BS&A will work with Town staff, to determine the appropriate reports to be produced for balancing and confirmation purposes.	Town will provide reports, as directed by BS&A, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Develop Preliminary Accounts Payable Conversion	BS&A will develop the necessary automated processes and routines necessary to translate the data from the format provided by the Town, into the BS&A database.	N/A	4 weeks
Perform Accounts Payable Conversion Quality Control	BS&A will review the converted data, in comparison to the data supplied by the Town, as well as the corroborating reports, in order to ensure balancing and proper conversion of data, and to determine any portions of the conversion which may require additional discussion during the data review process.	N/A	1 day

Perform Accounts Payable Data Review	BS&A will review the converted data with Town staff, highlighting areas for the Town to review, or confirm, in cases where the appropriate result will not be clear from the data/reports alone.	Town will review the data, both with BS&A's assistance, as well as perform additional review and evaluation of data as necessary to address questions, or to familiarize Town staff with expected output of converted data.	1 day
Gather Accounts Payable Check Format(s)	BS&A will gather copies of the Town's check stock, and desired output	Town will provide requested copies of Check Stock, and description of information to be printed on checks.	1 day
Gather Preliminary Purchase Order Reports	BS&A will gather Reports from Town's Purchase Order system, to facilitate setup of integration with other applications	Town will provide data necessary for BS&A to configure the Purchase Order application to be integrated with other applications.	1 day
Gather Purchase Order Format	BS&A will gather copies of the Town's Purchase Order format.	Town will provide requested copies of Purchase Orders, and description of the data elements present on the Purchase Order form.	1 day
Gather Preliminary Miscellaneous Receivables Reports and Data for Setup purposes	BS&A will gather Reports from Town's Miscellaneous Receivables system, to facilitate setup of a Miscellaneous Receivables Database, which can be used to perform billing tasks.	Town will provide requested data for BS&A to setup a database capable of performing future billing for Miscellaneous Receivables.	1 day
Gather Miscellaneous Receivables Invoice Format(s)	BS&A will gather copies of the Town's Miscellaneous Invoice format(s).	Town will provide requested copies of Invoice Format(s), and description of the data elements present on the Invoice form.	1 day

Extract Preliminary Payroll Data	BS&A will provide resources with knowledge of many various database formats, especially those that are capable of providing data for BS&A to perform conversions.	Town will provide the necessary technical resources, and security access in order to access existing data, and extract the data into a format usable by BS&A.	1 day
Extract Corroborating Payroll Reports	BS&A will work with Town staff, to determine the appropriate reports to be produced for balancing and confirmation purposes.	Town will provide reports, as directed by BS&A, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Develop Preliminary Payroll Data Conversion	BS&A will develop the necessary automated processes and routines necessary to translate the data from the format provided by the Town, into the BS&A database.	N/A	4 weeks
Determine necessary Payroll Data Setup	BS&A will determine the necessary manual steps beyond the conversion process, which are necessary to provide a complete database at the time of final cutover.	N/A	2 weeks
Perform Preliminary Payroll Conversion Quality Control	BS&A will review the converted data, in comparison to the data supplied by the Town, as well as the corroborating reports, in order to ensure balancing and proper conversion of data, and to determine any portions of the conversion which may require additional discussion during the data review process.	N/A	1 week
Perform Payroll Data Review	BS&A will review the converted data with Town staff, highlighting areas for the Town to review, or confirm, in cases where the appropriate result will not be	Town will review the data, both with BS&A's assistance, as well as perform additional review and evaluation of data as necessary to	1 day

	clear from the data/reports alone.	address questions, or to familiarize Town staff with expected output of converted data.	
Gather Payroll Check Format(s)	BS&A will gather copies of the Town's check stock, and desired output	Town will provide requested copies of Payroll Check Form(s), and description of the data elements present on the Check format(s).	1 day
Duplicate Payroll	BS&A will run a payroll in the converted data, in order to identify and address any calculation differences between the converted data, and the Town's legacy system.	N/A	1 week
Test Payroll Journalization	BS&A will perform a trial journalization of a Payroll within the converted data, in order to ensure the appropriate setup of accounting information in the Payroll Application.	N/A	1 day
Extract Preliminary Human Resources Data	BS&A will provide resources with knowledge of many various database formats, especially those that are capable of providing data for BS&A to perform conversions.	Town will provide the necessary technical resources, and security access in order to access existing data, and extract the data into a format usable by BS&A.	1 day
Extract Corroborating Human Resources Reports	BS&A will work with Town staff, to determine the appropriate reports to be produced for balancing and confirmation purposes.	Town will provide reports, as directed by BS&A, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Develop Preliminary Human Resources Conversion	BS&A will develop the necessary automated processes and routines necessary to translate the data from the format	N/A	4 weeks

	provided by the Town, into the BS&A database.		
Perform Preliminary Human Resources Conversion Quality Control	BS&A will review the converted data, in comparison to the data supplied by the Town, as well as the corroborating reports, in order to ensure balancing and proper conversion of data, and to determine any portions of the conversion which may require additional discussion during the data review process.	N/A	1 week
Perform Human Resources Data Review	BS&A will review the converted data with Town staff, highlighting areas for the Town to review, or confirm, in cases where the appropriate result will not be clear from the data/reports alone.	Town will review the data, both with BS&A's assistance, as well as perform additional review and evaluation of data as necessary to address questions, or to familiarize Town staff with expected output of converted data.	1 day
Extract Preliminary Utility Billing Data	BS&A will provide resources with knowledge of many various database formats, especially those that are capable of providing data for BS&A to perform conversions.	Town will provide the necessary technical resources, and security access in order to access existing data, and extract the data into a format usable by BS&A.	1 day
Extract Corroborating Utility Billing Reports and Screenshots	BS&A will work with Town staff, to determine the appropriate reports to be produced for balancing and confirmation purposes.	Town will provide reports, as directed by BS&A, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Develop Preliminary Utility Billing Conversion	BS&A will develop the necessary automated processes and routines necessary to translate the data from the format	N/A	6 weeks

	provided by the Town, into the BS&A database.		
Perform Utility Billing Conversion Quality Control	BS&A will review the converted data, in comparison to the data supplied by the Town, as well as the corroborating reports, in order to ensure balancing and proper conversion of data, and to determine any portions of the conversion which may require additional discussion during the data review process.	N/A	1 week
Perform Utility Billing Data Review	BS&A will review the converted data with Town staff, highlighting areas for the Town to review, or confirm, in cases where the appropriate result will not be clear from the data/reports alone.	Town will review the data, both with BS&A's assistance, as well as perform additional review and evaluation of data as necessary to address questions, or to familiarize Town staff with expected output of converted data.	1 day
Gather Preliminary Work Order Data and Reports for Setup Purposes	BS&A will gather Reports from Town's Work Order system, to facilitate setup of a Work Order Database.	Town will provide requested data for BS&A to setup a database capable of performing future Work Order processes.	1 day
Gather Work Order Format(s)	BS&A will gather copies of the Town's Work Order form(s), and desired output	Town will provide requested copies of Work Order Format(s), and description of the data elements present on the form.	1 day
Extract Preliminary Building Department Data	BS&A will provide resources with knowledge of many various database formats, especially those that are capable of providing data for BS&A to perform conversions.	Town will provide the necessary technical resources, and security access in order to access existing data, and extract the data into a format usable by BS&A.	1 day

Extract Corroborating Building Department Reports	BS&A will work with Town staff, to determine the appropriate reports to be produced for balancing and confirmation purposes.	Town will provide reports, as directed by BS&A, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Gather Format Information for Custom Import of Building Department Parcels, Properties and Owners	BS&A will gather a copy of the file, as well as an available file specifications, and work with the Town to determine the appropriate data mapping for this import.	Town will provide BS&A a copy of the file to be used for this import, as well as any available file specifications and a description of the contained data.	1 day
Develop Preliminary Building Department Conversion	BS&A will develop the necessary automated processes and routines necessary to translate the data from the format provided by the Town, into the BS&A database.	N/A	4 weeks
Perform Building Department Conversion Quality Control	BS&A will review the converted data, in comparison to the data supplied by the Town, as well as the corroborating reports, in order to ensure balancing and proper conversion of data, and to determine any portions of the conversion which may require additional discussion during the data review process.	N/A	1 week
Perform Building Department Data Review	BS&A will review the converted data with Town staff, highlighting areas for the Town to review, or confirm, in cases where the appropriate result will not be clear from the data/reports alone.	Town will review the data, both with BS&A's assistance, as well as perform additional review and evaluation of data as necessary to address questions, or to familiarize Town staff with expected output of converted data.	1 day
Develop Custom Building Department Import of Parcel, Property and Owner Data	BS&A will create a Custom Import, capable of importing the desired information,	N/A	1 day

	according to the specifications and format provided by the Town.		
Extract Preliminary Cemetery Management Data	BS&A will provide resources with knowledge of many various database formats, especially those that are capable of providing data for BS&A to perform conversions.	Town will provide the necessary technical resources, and security access in order to access existing data, and extract the data into a format usable by BS&A.	1 day
Develop Preliminary Cemetery Management Conversion	BS&A will develop the necessary automated processes and routines necessary to translate the data from the format provided by the Town, into the BS&A database.	N/A	2 weeks
Perform Cemetery Management Conversion Quality Control	BS&A will review the converted data, in comparison to the data supplied by the Town, as well as the corroborating reports, in order to ensure balancing and proper conversion of data, and to determine any portions of the conversion which may require additional discussion during the data review process.	N/A	2 days
Perform Cemetery Management Data Review	BS&A will review the converted data with Town staff, highlighting areas for the Town to review, or confirm, in cases where the appropriate result will not be clear from the data/reports alone.	Town will review the data, both with BS&A's assistance, as well as perform additional review and evaluation of data as necessary to address questions, or to familiarize Town staff with expected output of converted data.	1 day
Extract Preliminary Delinquent Personal Property Tax Data	BS&A will provide resources with knowledge of many various database formats, especially those that are capable of providing data for BS&A to perform conversions.	Town will provide the necessary technical resources, and security access in order to access existing data, and extract the data	1 day

		into a format usable by BS&A.	
Extract Corroborating Delinquent Personal Property Tax Reports	BS&A will work with Town staff, to determine the appropriate reports to be produced for balancing and confirmation purposes.	Town will provide reports, as directed by BS&A, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Gather Format Information for Custom Import of Tax Data from County	BS&A will gather a copy of the file, as well as an available file specifications, and work with the Town to determine the appropriate data mapping for this import.	Town will provide BS&A a copy of the file to be used for this import, as well as any available file specifications and a description of the contained data.	1 day
Develop Preliminary Delinquent Personal Property Tax Conversion	BS&A will develop the necessary automated processes and routines necessary to translate the data from the format provided by the Town, into the BS&A database.	N/A	3 weeks
Perform Delinquent Personal Property Tax Conversion Quality Control	BS&A will review the converted data, in comparison to the data supplied by the Town, as well as the corroborating reports, in order to ensure balancing and proper conversion of data, and to determine any portions of the conversion which may require additional discussion during the data review process.	N/A	1 week
Perform Delinquent Personal Property Tax Data Review	BS&A will review the converted data with Town staff, highlighting areas for the Town to review, or confirm, in cases where the appropriate result will not be clear from the data/reports alone.	Town will review the data, both with BS&A's assistance, as well as perform additional review and evaluation of data as necessary to address questions, or to familiarize Town staff with expected output of converted data.	1 day

Develop Import of Tax Data from County	BS&A will create a Custom Import, capable of importing the desired information, according to the specifications and format provided by the Town.	N/A	2 days
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Deliverables

BS&A will complete the following deliverables during this phase and submit to the Town for review and acceptance:

- 1) Preliminary and Final Databases
- 2) Configure databases based on Business Process decisions
- 3) List of data review items
- 4) Reports used for balancing

Acceptance Criteria / Outcomes

At the completion of this phase, the Town will...

- 1) Confirm databases balance prior to Go-Live with the assistance of BS&A
- 2) Confirm configuration is based on the agreed upon processes, as well as feedback from data reviews.
- 3) Retain copies of final balanced reports for audit purposes

Establish BS&A Process

In the Establish BS&A Process phase, BS&A will conduct discovery meetings to review current processes in place by the Town and make recommendations based on best practices with respect to how these process will be handled in BS&A. The Town will identify module leads to assist BS&A with this discovery process. Process decisions will be documented on the Business Process Decisions worksheet within the Project Master Excel Workbook.

Tasks

Task	BS&A Role	Town Role	Expected Duration
Task Name	<ul style="list-style-type: none"> • What is BS&A Responsible for? 	<ul style="list-style-type: none"> • What is Town Responsible for? 	Approx days/months/weeks/
Review Current General Ledger Process	BS&A will review with Town the current General Ledger processes and expectations. These may include, but are not limited to... -Chart of Accounts Analysis -Budget process and timing -Bank Reconciliation process and timing	Town will provide information on current processes to BS&A	1 day

	<ul style="list-style-type: none"> -Pooled Cash Environments -Funds with different Fiscal Year Ends -Project Accounting -Grant Accounting 		
Review BS&A General Ledger Application functionality	BS&A will review the available functionality of the General Ledger application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future state to meet the Town's needs with the BS&A Software functionality.	1 day
Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day
Document BS&A General Ledger Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Cash Receipting Process	BS&A will review with Town the current Cash Receipting processes and expectations. These may include, but are not limited to... <ul style="list-style-type: none"> -Number of receipting stations -Confirmation of receipting hardware requirements -Discussion of any needed application interfaces 	Town will provide information on current processes to BS&A	1 day
Review BS&A Cash Receipting Application functionality	BS&A will review the available functionality of the Cash Receipting application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future state to meet the Town's needs with the BS&A Software functionality.	1 day

Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day
Document BS&A Cash Receipting Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Accounts Payable Process	BS&A will review with Town the current Accounts Payable processes and expectations. These may include, but are not limited to... -Invoice Entry process and timing -Invoice Approval process -Check run process and timing	Town will provide information on current processes to BS&A	1 day
Review BS&A Accounts Payable Application functionality	BS&A will review the available functionality of the Accounts Payable application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future state to meet the Town's needs with the BS&A Software functionality.	1 day
Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day
Document BS&A Accounts Payable Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Purchase Order Process	BS&A will review with Town the current Purchase Order	Town will provide information on	1 day

	<p>processes and expectations. These may include, but are not limited to...</p> <ul style="list-style-type: none"> -Requisition Entry process -Purchasing policy -Approval workflow -Bidding -Receiving -Year End process 	current processes to BS&A	
Review BS&A Purchase Order Application functionality	BS&A will review the available functionality of the Purchase Order application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future state to meet the Town's needs with the BS&A Software functionality.	1 day
Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day
Document BS&A Purchase Order Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Miscellaneous Receivables Process	<p>BS&A will review with Town the current Miscellaneous Receivables processes and expectations. These may include, but are not limited to...</p> <ul style="list-style-type: none"> -Invoice Entry process -Billing frequency -Penalties -ACH Payments -Handling of delinquent balances -Any required application interfaces 	Town will provide information on current processes to BS&A	1 day
Review BS&A Miscellaneous Receivables Application functionality	BS&A will review the available functionality of the Miscellaneous Receivables	Town will provide input and feedback to BS&A, as we	1 day

	application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	collaborate to determine the appropriate future state to meet the Town's needs with the BS&A Software functionality.	
Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day
Document BS&A Miscellaneous Receivables Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Payroll Process	BS&A will review with Town the current Payroll processes and expectations. These may include, but are not limited to... <ul style="list-style-type: none"> -Number of employees -Departments -Active/inactive employees -Pay frequencies -Hourly vs. Salary -Allocation Tables -Bargaining Unit Impact -Pay Structures/rate tables -Direct Deposit -Shift work/overtime -Leave policies -Workers Compensation -Equipment Rental 	Town will provide information on current processes to BS&A	1 day
Review BS&A Payroll Application functionality	BS&A will review the available functionality of the Payroll application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future state to meet the Town's needs with the BS&A Software functionality.	1 day

Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day
Document BS&A Payroll Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Human Resources Process	BS&A will review with Town the current Human Resources processes and expectations. These may include, but are not limited to... -Benefit Plans -License/Certification tracking -Personnel Action Forms	Town will provide information on current processes to BS&A	1 day
Review BS&A Human Resources Application functionality	BS&A will review the available functionality of the Human Resources application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future state to meet the Town's needs with the BS&A Software functionality.	1 day
Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day
Document BS&A Human Resources Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Utility Billing Process	BS&A will review with Town the current Utility Billing processes and expectations.	Town will provide information on current processes to BS&A	1 day

	<p>These may include, but are not limited to...</p> <ul style="list-style-type: none"> -Billing frequency and timing -Read file interfaces -Bill printing process -Payment process -Delinquent balance process -Work Orders -Any required application interfaces 		
Review BS&A Utility Billing Application functionality	BS&A will review the available functionality of the Utility Billing application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future state to meet the Town's needs with the BS&A Software functionality.	1 day
Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day
Document BS&A Utility Billing Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Work Order Process	BS&A will review with Town the current Work Order processes and expectations. These may include, but are not limited to... <ul style="list-style-type: none"> -Activities handled through Work Orders -Workflow -Any required application interfaces 	Town will provide information on current processes to BS&A	1 day
Review BS&A Work Order Application functionality	BS&A will review the available functionality of the Work Order application with Town, in order to identify aspects of the program that	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future	1 day

	will be used, and determine processes for future use.	state to meet the Town's needs with the BS&A Software functionality.	
Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day
Document BS&A Work Order Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Building Department Process	BS&A will review with Town the current Building Department processes and expectations. These may include, but are not limited to... -Permits -Code Enforcements -Bonds/Escrows -Inspections -Planning/Zoning/Engineering	Town will provide information on current processes to BS&A	1 day
Review BS&A Building Department Application functionality	BS&A will review the available functionality of the Building Department application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future state to meet the Town's needs with the BS&A Software functionality.	1 day
Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day

Document BS&A Building Department Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Field Inspection Process	BS&A will review with Town the current Field Inspection processes and expectations.	Town will provide information on current processes to BS&A	1 day
Review BS&A Field Inspection Application functionality	BS&A will review the available functionality of the Field Inspection application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future state to meet the Town's needs with the BS&A Software functionality.	1 day
Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day
Document BS&A Field Inspection Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Cemetery Management Process	BS&A will review with Town the current Cemetery Management processes and expectations.	Town will provide information on current processes to BS&A	1 day
Review BS&A Cemetery Management Application functionality	BS&A will review the available functionality of the Cemetery Management application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future state to meet the Town's needs with the BS&A Software functionality.	1 day
Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for	Town will work with BS&A to finalize plans for configuration and	1 day

	future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	review breakdown of training approach and appropriate personnel to be trained.	
Document BS&A Cemetery Management Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Tax Process	BS&A will review with Town the current Tax processes and expectations.	Town will provide information on current processes to BS&A	1 day
Review BS&A Tax Application functionality	BS&A will review the available functionality of the Tax application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future state to meet the Town's needs with the BS&A Software functionality.	1 day
Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day
Document BS&A Tax Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day
Review Current Delinquent Personal Property Tax Process	BS&A will review with Town the current Delinquent Personal Property Tax processes and expectations.	Town will provide information on current processes to BS&A	1 day
Review BS&A Delinquent Personal Property Tax Application functionality	BS&A will review the available functionality of the Delinquent Personal Property Tax application with Town, in order to identify aspects of the program that will be used, and determine processes for future use.	Town will provide input and feedback to BS&A, as we collaborate to determine the appropriate future state to meet the Town's needs with	1 day

		the BS&A Software functionality.	
Define BS&A Process and training requirements	BS&A and Town will make decisions based on available BS&A functionality, and current Town processes, for future state of Town processes within the BS&A Software products. Any adjustments to the training schedule will also be made at this point.	Town will work with BS&A to finalize plans for configuration and review breakdown of training approach and appropriate personnel to be trained.	1 day
Document BS&A Delinquent Personal Property Tax Process	BS&A will document the process decisions made, to ensure that training follows these decisions.	Town will review business process decisions	1 day

Deliverables

BS&A will complete the following deliverables during this phase and submit to the Town for review and acceptance:

LIST DELIVERABLES

- 1) Process review guide
- 2) Action Item List
- 3) Business Process
- 4) Status calls as needed
- 5) Setup item templates for items not being converted

Acceptance Criteria / Outcomes

At the completion of this phase, the Town will...

- 1) Ensure Action Items assigned to Town resources are resolved by the due date
- 2) Confirm business processes documented are in alignment with Town's understanding
- 3) Participate in status calls as needed

Install and Cutover

In the Install and Cutover phase, BS&A will work the Town's IT to install the BS&A applications and Microsoft SQL. Final data will be extracted, converted and balanced by BS&A with assistance of resources from the Town.

Tasks

Task	BS&A Role	Town Role	Expected Duration
Task Name	<ul style="list-style-type: none"> What is BS&A Responsible for? 	<ul style="list-style-type: none"> What is Town Responsible for? 	Approx days/months/weeks/
Install the BS&A Applications on Town Server and workstations	BS&A will provide installation packages for the BS&A Software applications, as well as IT resources familiar with the installation process, to perform installation processes.	Town will provide IT resources, with the necessary security access to perform installations.	1 day
Extract Final General Ledger Data	BS&A will work with Town to extract a final copy of the data to be converted, following the steps established during the preliminary data extraction.	Town will provide necessary technical and security access to extract data from existing system.	1 day
Extract Final Corroborating Reports for General Ledger	BS&A will work with Town staff to retrieve reports to be used for final balancing purposes.	Town will provide updated reports, as directed by BS&A for preliminary balancing, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Perform Final General Ledger Conversion	BS&A will perform final conversion of General Ledger Data.	N/A	1 day
Perform Quality Control Checks on Final Data Conversion	BS&A will perform balancing and Quality Control processes on converted data.	N/A	1 day
Build GL Banks and Cash Account Associations	BS&A will setup necessary bank accounts, and associate these accounts to the proper Cash Accounts in the General Ledger Database	N/A	1 day
Setup due to/due from rules	BS&A will setup necessary due to/due from rules, in order to support the Town's preferred use of the system.	N/A	1 day
Restore Final Conversion of General Ledger Database	BS&A will restore the final converted General Ledger data on the Town's servers.	Town will provide security access to system to allow for data to be restored.	1 day

Extract Final Cash Receipting Data	BS&A will work with Town to extract a final copy of the data to be converted, following the steps established during the preliminary data extraction.	Town will provide necessary technical and security access to extract data from existing system.	1 day
Extract Final Corroborating Reports for Cash Receipting	BS&A will work with Town staff to retrieve reports to be used for final balancing purposes.	Town will provide updated reports, as directed by BS&A for preliminary balancing, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Perform Final Cash Receipting Conversion	BS&A will perform final conversion of Cash Receipting Data.	N/A	1 day
Perform Quality Control Checks on Final Data Conversion	BS&A will perform balancing and Quality Control processes on converted data.	N/A	1 day
Restore Final Conversion of Cash Receipting Database	BS&A will restore the final converted Cash Receipting data on the Town's servers.	Town will provide security access to system to allow for data to be restored.	1 day
Extract Final Accounts Payable Data	BS&A will work with Town to extract a final copy of the data to be converted, following the steps established during the preliminary data extraction.	Town will provide necessary technical and security access to extract data from existing system.	1 day
Extract Final Accounts Payable Corroborating Reports	BS&A will work with Town staff to retrieve reports to be used for final balancing purposes.	Town will provide updated reports, as directed by BS&A for preliminary balancing, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Perform Final Accounts Payable Conversion	BS&A will perform final conversion of Accounts Payable Data.	N/A	1 day
Perform Quality Control Checks on Final Data Conversion	BS&A will perform balancing and Quality Control processes on converted data.	N/A	1 day

Restore Final Conversion of Accounts Payable Database	BS&A will restore the final converted Accounts Payable data on the Town's servers.	Town will provide security access to system to allow for data to be restored.	1 day
Restore Accounts Payable Check Format(s)		Town will provide security access to system to allow for data to be restored.	1 day
Establish blank Purchase Order Database	BS&A will establish a blank Purchase Order database on the Town's servers.	Town will provide security access to system to allow for data to be restored.	1 day
Restore Purchase Order Format(s)		Town will provide security access to system to allow for data to be restored.	1 day
Setup Final Miscellaneous Receivables Database	BS&A will setup Billing Items and Penalties Miscellaneous Receivables data.	N/A	1 day
Restore Miscellaneous Receivables Setup Database	BS&A will restore the final setup Miscellaneous Receivables data on the Town's servers.	Town will provide security access to system to allow for data to be restored.	1 day
Restore Miscellaneous Receivables Invoice Format(s)		Town will provide security access to system to allow for data to be restored.	1 day
Extract Final Payroll/Human Resources Data	BS&A will work with Town to extract a final copy of the data to be converted, following the steps established during the preliminary data extraction.	Town will provide necessary technical and security access to extract data from existing system.	1 day
Extract Final Payroll/Human Resources Corroborating Reports	BS&A will work with Town staff to retrieve reports to be used for final balancing purposes.	Town will provide updated reports, as directed by BS&A for preliminary balancing, in an electronic format, to be used for balancing and confirmation purposes.	1 day

Perform Final Payroll/Human Resources Conversion	BS&A will perform final conversion of Payroll/Human Resources Data.	N/A	1 day
Perform Quality Control Checks on Final Data Conversion	BS&A will perform balancing and Quality Control processes on converted data.	N/A	1 day
Restore Final Conversion of Payroll/Human Resources Database	BS&A will restore the final converted Payroll/Human Resources data on the Town's servers.	Town will provide security access to system to allow for data to be restored.	1 day
Restore Payroll Check Format(s)		Town will provide security access to system to allow for data to be restored.	1 day
Extract Final Utility Billing Data	BS&A will work with Town to extract a final copy of the data to be converted, following the steps established during the preliminary data extraction.	Town will provide necessary technical and security access to extract data from existing system.	1 day
Extract Final Utility Billing Corroborating Reports	BS&A will work with Town staff to retrieve reports to be used for final balancing purposes.	Town will provide updated reports, as directed by BS&A for preliminary balancing, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Perform Final Utility Billing Conversion	BS&A will perform final conversion of Utility Billing Data.	N/A	1 day
Perform Quality Control Checks on Final Data Conversion	BS&A will perform balancing and Quality Control processes on converted data.	N/A	1 day
Restore Final Conversion of Utility Billing Database	BS&A will restore the final converted Utility Billing data on the Town's servers.	Town will provide security access to system to allow for data to be restored.	1 day
Restore Utility Billing Bill Format(s)		Town will provide security access to system to allow for data to be restored.	1 day
Perform Work Order Database Setup	BS&A will setup work order types, facilities, assets,	N/A	1 day

	equipment, materials and workers Work Order data.		
Restore Work Order Setup Database	BS&A will restore the final setup Work Order data on the Town's servers.	Town will provide security access to system to allow for data to be restored.	1 day
Restore Work Order Format(s)		Town will provide security access to system to allow for data to be restored.	1 day
Extract Final Building Department Data	BS&A will work with Town to extract a final copy of the data to be converted, following the steps established during the preliminary data extraction.	Town will provide necessary technical and security access to extract data from existing system.	1 day
Extract Final Building Department Corroborating Reports	BS&A will work with Town staff to retrieve reports to be used for final balancing purposes.	Town will provide updated reports, as directed by BS&A for preliminary balancing, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Perform Final Building Department Conversion	BS&A will perform final conversion of Building Department Data.	N/A	1 day
Perform Quality Control Checks on Final Data Conversion	BS&A will perform balancing and Quality Control processes on converted data.	N/A	1 day
Restore Final Conversion of Building Department Database	BS&A will restore the final converted Building Department data on the Town's servers.	Town will provide security access to system to allow for data to be restored.	1 day
Extract Final Cemetery Management Data	BS&A will work with Town to extract a final copy of the data to be converted, following the steps established during the preliminary data extraction.	Town will provide necessary technical and security access to extract data from existing system.	1 day
Perform Final Cemetery Management Conversion	BS&A will perform final conversion of Cemetery Management Data.	N/A	1 day

Perform Quality Control Checks on Final Data Conversion	BS&A will perform balancing and Quality Control processes on converted data.	N/A	1 day
Restore Final Conversion of Cemetery Management Database	BS&A will restore the final converted Cemetery Management data on the Town's servers.	Town will provide security access to system to allow for data to be restored.	1 day
Extract Final Delinquent Personal Property Tax Data	BS&A will work with Town to extract a final copy of the data to be converted, following the steps established during the preliminary data extraction.	Town will provide necessary technical and security access to extract data from existing system.	1 day
Extract Final Delinquent Personal Property Tax Corroborating Reports	BS&A will work with Town staff to retrieve reports to be used for final balancing purposes.	Town will provide updated reports, as directed by BS&A for preliminary balancing, in an electronic format, to be used for balancing and confirmation purposes.	1 day
Perform Final Delinquent Personal Property Tax Conversion	BS&A will perform final conversion of Delinquent Personal Property Tax Data.	N/A	1 day
Perform Quality Control Checks on Final Data Conversion	BS&A will perform balancing and Quality Control processes on converted data.	N/A	1 day
Restore Final Conversion of Delinquent Personal Property Tax Database	BS&A will restore the final converted Delinquent Personal Property Tax data on the Town's servers.	Town will provide security access to system to allow for data to be restored.	1 day
Establish blank Tax Database	BS&A will establish a blank Tax database, to perform import of County Tax data for upcoming tax year.	Town will provide security access to system to allow for data to be restored.	1 day

Deliverables

BS&A will complete the following deliverables during this phase and submit to the Town for review and acceptance:

- 1) Final databases
- 2) Reports used for balancing purposes

Acceptance Criteria / Outcomes

At the completion of this phase, the Town will...

- 1) Review final balancing reports with BS&A team
- 2) Retain final balancing reports for audit purposes

Train Customer Staff

In the Train Customer phase, BS&A will work with the Town to configure, train users on BS&A using the Town's converted data, and implement the processes identified in the business process decisions. BS&A will be onsite at go-live to assist the Town.

Tasks

Task	BS&A Role	Town Role	Expected Duration
Task Name	• What is BS&A Responsible for?	• What is Town Responsible for?	Approx days/months/weeks/
Perform Software Setup	BS&A will work with customer to perform tasks such as user setup, workflow (approval) setup, and confirmation of technical and application based option configuration	Town will provide necessary facilities and staff, as well as information required to complete the Setup tasks.	4 days
Perform General Ledger Training	BS&A will perform training on the General Ledger application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	4 days
Perform Accounts Payable Training	BS&A will perform training on the Accounts Payable application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or	3 days

		training decision is necessary.	
Perform Cash Receipting Training	BS&A will perform training on the Cash Receipting application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	3 days
Perform Miscellaneous Receivables Training	BS&A will perform training on the Miscellaneous Receivables application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	2 days
Perform Purchase Order Training	BS&A will perform training on the Purchase Order application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	3 days
Perform Work Order Training	BS&A will perform training on the Work Order application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	3 days

Perform BS&A Online – Financials Training	BS&A will perform training on the BS&A Online - Financials application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	1 day
Perform Cemetery Management Training	BS&A will perform training on the Cemetery Management application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	1 day
Perform Utility Billing Training	BS&A will perform training on the Utility Billing application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	18 days
Perform Payroll Training	BS&A will perform training on the Payroll application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	10 days

Perform Human Resources Training	BS&A will perform training on the Human Resources application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	4 days
Perform BS&A Online – Employee Self Service Training	BS&A will perform training on the BS&A Online – Employee Self Service application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	1 day
Perform Building Department Training	BS&A will perform training on the Building Department application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	20 days
Perform Field Inspection Training	BS&A will perform training on the Field Inspection application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	8 days

Perform BS&A Online – Community Development Training	BS&A will perform training on the BS&A Online – Community Development application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	2 days
Perform Tax Training	BS&A will perform training on the Tax application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	4 days
Perform Delinquent Personal Property Tax Training	BS&A will perform training on the Delinquent Personal Property Tax application.	Town will provide necessary facilities and staff for training, as well as access to the relevant decision makers in order to make determinations when a setup or training decision is necessary.	1 day
Perform User Assistance Training	BS&A will assist Town with performance of User Acceptance Testing, as determine by the Town	Town will provide necessary facilities and staff for acceptance testing, as well as providing the testing scenarios necessary to perform the Acceptance Testing.	8 days
Perform Post Go-Live Assistance Training	BS&A will perform follow-up training on the applications, in order to reinforce prior training, and answer additional questions or	Town will provide necessary facilities and staff, as well as a listing of topics for	4

	concerns that have arisen as the Town has been using the applications in a live environment.	follow up training purposes.	
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* The expected duration for each Training activity is an estimate, based on current understanding the of Town’s business processes, and BS&A’s experience with similar sized customers in past implementations. The amount of time devoted to each individual area may vary, as required to suit the Town’s needs.

Deliverables

BS&A will complete the following deliverables during this phase and submit to the Town for review and acceptance:

- 1) Training/quick reference guides for end users
- 2) Formats (i.e. checks, receipts, etc.)

Acceptance Criteria / Outcomes

At the completion of this phase, the Town will...

- 1) Ensure necessary resources participate in implementation/training
- 2) Review formats be prepared by BS&A

Final Acceptance

Upon completion of all implementation phases, customer will follow the process listed in the Agreement for Final Acceptance.

5 Project Governance

This section describes the following project management procedures that will be used to support the delivery of this project:

- ~ Organization
- ~ Change Control
- ~ RAID Management (Risk, Action, Issue, Decision)

Organization – Roles and Responsibilities

This subsection describes the organization that BS&A Software will use to support the delivery of this project.

Project Specific Roles

BS&A Software will use the following roles during the project:

- ~ **Implementation Director**
 - ˘ Has overall accountability for the project and provides a point of escalation for the customer.
- ~ **Implementation Project Manager***
 - ˘ Has day-to-day accountability for the project.
 - ˘ Manages and coordinates all activities and resources associated with the project
 - ˘ Produces and maintains the Project Plan
 - ˘ Responsible for and leads the work associated with the development of the customer’s new processes.

- ~ **Project Management Analyst**
 - ˘ Works with the ETL Developers on the conversion of the customer's data to BS&A
 - ˘ Conduct quality control reviews of converted data
- ~ **ETL Developer**
 - ˘ Extract the customer data received
 - ˘ Transform the customer data into the BS&A format
 - ˘ Load the data into the BS&A databases
- ~ **Implementation Specialist**
 - ˘ Responsible for and leads the cutover and delivery of the training.
 - ˘ Develops training/quick reference guides
- ~ **IT**
 - ˘ Assists with the extraction of test and production data from the customer's existing applications.
 - ˘ Responsible for the installation of the BS&A applications on the customer's production environment.
- ~ **Subject Matter Experts**
 - ˘ May assist as required.

Note: there may be a number of people fulfilling each role; i.e., Implementation Specialist may only implement/train on specific applications.

Note: Roles listed with an "" are considered "Key Personnel" on the project. For all individuals assigned to Key Personnel roles, BSA will provide Customer with resumes, including past project assignments, durations, and roles, at least thirty (30) days from the individual beginning work on the project. Additionally, unless for reasons outside of BSA's control, BSA will not remove or re-assign an individual filling the role of Key Personnel for the duration of the Agreement. If Customer requests that BSA Key Personnel be removed from the project, BSA will provide resumes for replacement resource with sufficient time for Customer to contact references, or schedule interviews with Customer. Customer acknowledges that in the event Key Personnel are removed, adjustments to the project schedule may be necessary.

6 Project Management

The BS&A Team is specifically trained, first and foremost, to take care of customers. We are not satisfied unless your staff is pleased with your software choice. The process is not complete without a solid implementation plan to follow. Our Implementation process includes all of the services necessary to ensure a successful transition. This includes Project Managers that understand your needs AND are Subject Matter Experts.

Your assigned project managers will use a SharePoint site that is specifically for the Town's project to collaborate with the Town. Town users will be given access to this SharePoint site. A few of the items that will be located on the SharePoint site are:

- 1) Schedules, Agendas and Contract Documents
- 2) Project Master Spreadsheet
- 3) Various templates for configuration

4) Implementation Schedule

Project Status Calls

The BS&A Project Manager will conduct project status calls as needed throughout the project. Project Status calls are intended for the Town stakeholders and project managers and will include:

- Project Overview
- Recently Completed Tasks
- Upcoming Tasks
- Overdue Tasks
- Issues and Actions
- Notes

Action Item List

BS&A and Town will maintain a list of actions (both open and closed) that have been identified for the Project and make list of issues available to all project stakeholders.

Upon identification of Project actions and any related risks and key Project decisions, both Town and BS&A Project team members are responsible for adding the issue to the Action Item List. For each identified issue, the following information will be captured:

- Item/Issue
- BS&A Application
- Added by
- Assigned to/Owner
- Status update/notes
- Link to Item(s) on SharePoint site
- Date added
- Date updated
- Due date
- Status
- Critical
- Notes

Business Process Decisions

BS&A and Town will maintain a list of business process decisions that have been identified for the Project and will make this list available to all project stakeholders.

Upon identification of a business process decision, the BS&A Project team will document the decision on the business process decision list. Each decision will be reviewed with the Town for their confirmation. For each identified decision, the following information will we captured:

- Business Process Decision
- BS&A Application
- Assigned to/Owner
- Status update/notes
- Link to Item(s) on SharePoint site
- Date added
- Date updated/confirmed
- Due date
- Status
- Critical

7 Facility and IT Requirements

In the event that group training will be conducted, the Town will be responsible for providing a training lab environment that allows for up to 10 users to participate in a single session.

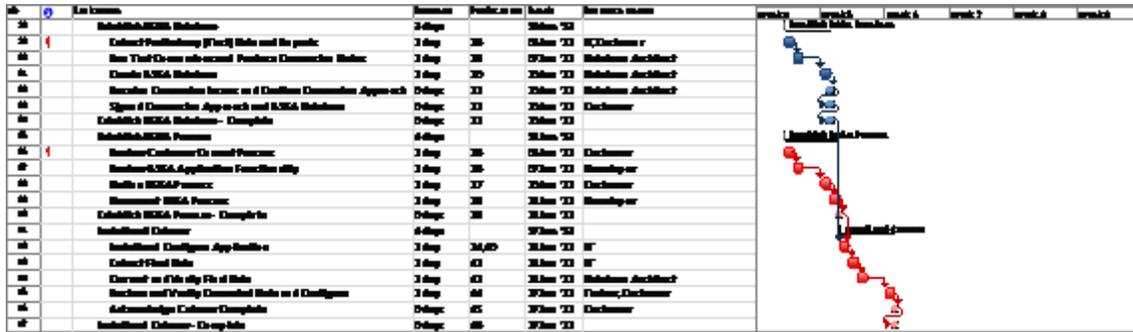
8 Delivery Method

Detailed Schedule – Note, approximate schedule included for example purposes only. Actual schedule will be determined in collaboration between BS&A Project Manager, and Customer, following contract execution.

Task	Responsible Parties (Bold is Primary)	Start	Duration
Initiation Activities			
Conduct Kick-off Meeting	BS&A and Town	1 month post signing	1 day
Review Project Scope and Project Management Process	BS&A	1 month post signing	1 day
Establish Project Meeting Schedule	BS&A and Town	1 month post signing	1 day
Assemble BS&A Project Team	BS&A	1.5 months post signing	1 day
Assemble Town Project Team	Town	1.5 months post signing	1 day
Create Initial Project Timeline	BS&A & Town	1.5 months post signing	1 day
IT and Data Conversion Activities			
Meet with Town IT Staff to review Hardware Configurations	BS&A and Town	5 months pre go-live	1 day
Extract Preliminary Data from current System	BS&A and Town	5 months pre go-live	1 week
Conduct Data Mapping and Develop Data Conversion Routines	BS&A	5 months pre go-live	1 month
Conduct Review of Converted Data with Town	BS&A and Town	4 months pre go-live	Approx 1 day
Install Programs	BS&A	4 months pre go-live	1 day
Knowledge Transfer			
Conduct On-site Process Review Meeting	BS&A and Town	3 months pre go-live	2 days
Conduct Analysis of Current Forms	BS&A and Town	3 months pre go-live	1 day
Conduct Review of Required Reports	BS&A and Town	3 months pre go-live	1 day
Conduct Analysis of System Interface Requirements	BS&A and Town	3 months pre go-live	1 day
Develop Best Practices Recommendation	BS&A	3 months pre go-live	1 day
Approve Recommendations	Town	3 months pre go-live	1 day
Provide Consulting and Assistance with Chart of Account Redesign	BS&A	3 months pre go-live	1 day
Create System Specification Document	BS&A	3 months pre go-live	3 days
Implementation			
Create Forms	BS&A	0-2 months pre go-live	2 days
Create Reports	BS&A	0-2 months pre go-live	2 days

Conduct Acceptance Testing	Town	0-2 months pre go-live	2 days
Conduct Final Data Extraction	Town	1 week pre go-live	2 days
Convert Final Data	BS&A	1 week pre go-live	2 days
On-site Set-up for Users and Configuration Items	BS&A	0-1 month pre go-live	4 days
Training			
On-site Training	BS&A and Town	0-2 months pre go-live	Varies
Post-Project Activities			
Conduct Post Project Review & Assessment	BS&A and Town	1 month post go-live	Varies
Conduct Post Implementation Follow Up Training	BS&A and Town	TBD	TBD

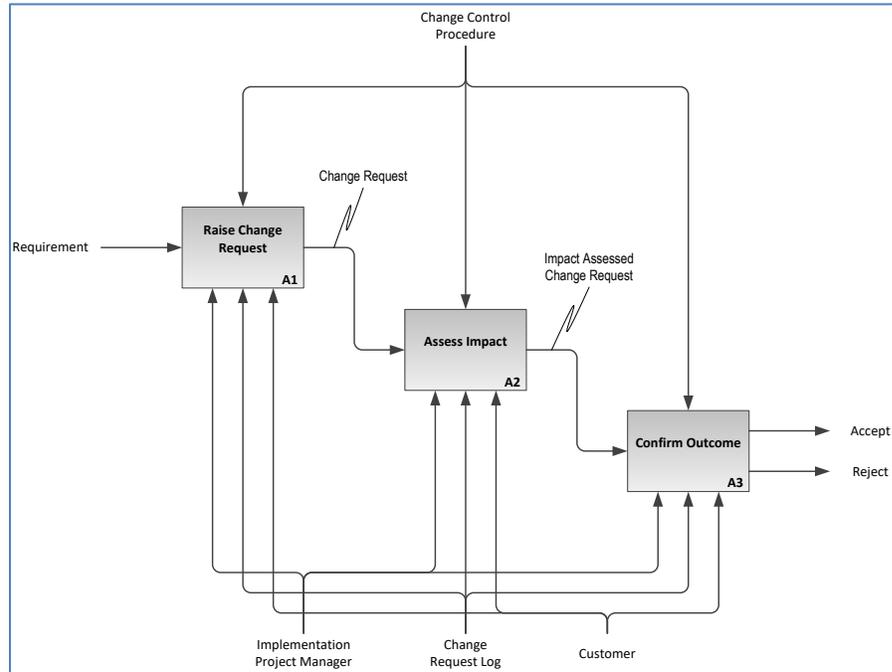
Gantt Chart (example)



5.2 Change Control

This subsection describes the Change Control procedure that BS&A Software will use to support the delivery of projects.

Figure 3: Change Control Procedure



This diagram shows the Change Control Procedure and activities as follows:

- ~ Raise change request
- ~ Assess impact
- ~ Confirm outcome

The details of these activities are available in the Project Management Procedures document.

RAID Management

This subsection provides an overview of the RAID Management (Risk, Action, Issue, and Decision) procedures that will be used to support the delivery of this project.

ITEM	DEFINITION	ATTRIBUTES
Risk	Used to describe events that may occur and the impact on the project if they occur	<p><i>Creation</i> – can be raised at any point during the life of the project</p> <p><i>Review</i> – risks will be reviewed at specific times during the project</p> <p><i>Lifespan</i> – could remain open for the duration of the project</p>
Action	Used to describe and control the specific tasks that are raised at management meetings. These tasks are outside of activities listed in the Project Plan and Statement of Work.	<p><i>Creation</i> – are raised at an appropriate management meeting, and can be raised at any point during the life of the project.</p> <p><i>Review</i> – progress towards closure will be reviewed at each subsequent instance of the management meeting at which the action was raised.</p> <p><i>Lifespan</i> – the expectation is that an action will be closed within two iterations of the management meeting at which they were raised.</p>
Issue	Used to describe and bring focus to a situation where a task on the project plan has not been, or cannot be, delivered according to: schedule, specification, or budget.	<p><i>Creation</i> – can be raised at any point during the life of the project.</p> <p><i>Review</i> – progress towards closure will be reviewed at the management meeting.</p> <p><i>Lifespan</i> – an issue will remain open until it has been resolved to the satisfaction of all concerned.</p>
Decision	Used to describe and record a decision made by the project; i.e., the outcome of a change request, or the approval of a milestone.	<p><i>Creation</i> – can be raised at any point during the life of the project.</p> <p><i>Review</i> – decisions are presented to a management meeting that has the authority to make those decisions.</p> <p><i>Lifespan</i> – a decision will be open up to the point that when it is presented to the meeting, it will be either accepted or rejected (a “no-decision” is equal to a rejection).</p>

The details of the RAID Management procedure are available in the Project Management Procedures document.

9 Review and approval

There will be various review points during the project (see Project Schedule Dates) when a review of progress will be marked by the confirmation of, and agreement to, specific deliverables.

- ~ **Statement of Work.** At this point, we will ask you to acknowledge that you have received the Statement of Work and that it represents the agreed-upon scope of the project.
- ~ **BS&A Database and Conversion Approach.** At this point, we will ask you to acknowledge that you have participated in the data review and assisted BS&A will identifying conversion/database related issues if any exist.
- ~ **Cutover Complete.** At this point, we will ask you to acknowledge that the Implementation Team has provided an agreed-upon databases for go-live.
- ~ **Training Complete.** At this point, we will ask you to acknowledge that the Training Team has delivered training consistent with the Statement of Work, or that some days were left unused and should not be billed.
- ~ **Deployment Complete.** Customer will have a maximum of a thirty calendar day "Test Period" to use and test the System in in a live production environment after go-live for and report issues and acknowledge that BS&A has provided deliverables consistent with the Statement of Work, and that any outstanding issues. Once issues are addressed, or if there are no issues or if issues are minor and transferred to the Support Team. The Customer shall issue "Acceptance." Upon Acceptance of the last Phase of the project, Client shall also grant "Final Acceptance."

Attachment 10: Functional Requirements

Column E: Available Responses	
Y	Requirement Met and Proposed (Standard features in the generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion
IF Y-ND Selected Column J:	
F	Feature Schedule for Future Release in Generally Available Software
E	Feature Developed as Enhancement for this Project
Column F: Available Responses	
S	Requirement and Feature Supported by Software Developer
TPS	Requirement and Feature Supported by Third Party
NS	Requirement and Feature Not Supported

NOTE: All exceptions and assumptions should be listed in Comments Field

Req #	Function	Process	Requirement	Implementation Response	Support Response	Module / System	Phase for Go Live	Comment	Additional Information for Y-ND
1	UB	Documents	System allows attached documents to be stored directly in system	Y	S	Utility Billing	1		
2	UB	Documents	System allows documents to be stored in document management system and referenced in ERP	***	TPS	Utility Billing	1	Can save attachments within Standard Product, b	
3	UB	Security	System uses role based security where security roles are tied to users	Y	S	BS&A Software	1		
4	UB	Security	System uses role based security where security roles are tied to positions	N	NS	BS&A Software	1		
5	UB	Security	Security settings can be set for modules	Y	S	BS&A Software	1		
6	UB	Security	Security settings can be set for screen or function	Y	S	BS&A Software	1		
7	UB	Security	Security settings can be set for field	N	NS	BS&A Software	1		
8	UB	Security	Security settings can be set for reports	N	NS	BS&A Software	1		
9	UB	Security	Security settings can be set for data (by chart of accounts)	Y	S	BS&A Software	1		
10	UB	Security	Security settings can be set to allow user to log in	Y	S	BS&A Software	1		
11	UB	Security	Security settings can be set to allow user to add data	Y	S	BS&A Software	1		
12	UB	Security	Security settings can be set to allow user to delete data	Y	S	BS&A Software	1		
13	UB	Security	Security settings can be set to allow user to change data	Y	S	BS&A Software	1		
14	UB	Security	Security settings can be set to allow user to view data	Y	S	BS&A Software	1		
15	UB	Security	Security integrates with Microsoft Active Directory for user authentication	Y	S	BS&A Software	1		
16	UB	Workflow	Workflow can be routed to users for approval:	N	NS	BS&A Software	1		
17	UB	Workflow	Workflow can be routed to roles for approval	N	NS	BS&A Software	1		
18	UB	Workflow	Workflow can be routed to positions for approval	N	NS	BS&A Software	1		
19	UB	Workflow	Workflow can be routed to requestor's supervisor	N	NS	BS&A Software	1		
20	UB	Workflow	Workflow approval can be sequential (person B can't approve before person A)	N	NS	BS&A Software	1		
21	UB	Workflow	Workflow approval can be concurrent (person A and person B can approve at the same time - approval from both required)	N	NS	BS&A Software	1		
22	UB	Workflow	Workflow approval can be group approval (approval required from person A or person B -or anyone with similar role)	N	NS	BS&A Software	1		
23	UB	Workflow	Workflow approval process can include both reviewer and approver (approver must approve requisition to move forward. Reviewer is notified, but lack of action does not hold up process-notify only)	N	NS	BS&A Software	1		
24	UB	Workflow	Approver notified of workflow items through email	N	NS	BS&A Software	1		
25	UB	Workflow	Approver notified of workflow items through system notification on dashboard	N	NS	BS&A Software	1		
26	UB	Workflow	Approver can approve workflow	N	NS	BS&A Software	1		
27	UB	Workflow	Approver can deny/reject workflow	N	NS	BS&A Software	1		
28	UB	Workflow	Approver can place on hold workflow	N	NS	BS&A Software	1		
29	UB	Workflow	Approver can forward workflow approval	N	NS	BS&A Software	1		
30	UB	Workflow	Approver can enter notes into approval providing explanation of response	N	NS	BS&A Software	1		
31	UB	Workflow	Original requestor can view status of workflow approval path	N	NS	BS&A Software	1		
32	UB	Workflow	Notification to requestor via email as requisition moves through milestones	N	NS	BS&A Software	1		
33	UB	Workflow	Workflow approvals can be re-routed to secondary approver without having to re-initiate the workflow from the beginning if primary approver is out (example: on vacation, sick)	N	NS	BS&A Software	1		
34	UB	Workflow	Primary approver is out (example: on vacation, sick) primary approver does not respond in pre-defined period of time	N	NS	BS&A Software	1		
35	UB	Audit	System creates audit log that tracks changes to existing records, new records, and deletions of records	Y	S	BS&A Software	1		
36	UB	Audit	Audit log tracks user making change, time, date of change	Y	S	BS&A Software	1		
37	UB	Audit	Audit log tracks new value and old value for changes	Y	S	BS&A Software	1		
40	UB	Customer Account	System tracks customer information for multiple accounts	Y	S	BS&A Software	1		
41	UB	Customer Account	System tracks customer owning multiple properties	Y	S	BS&A Software	1		
42	UB	Customer Account	System tracks history of customer	N	NS	BS&A Software	1		
43	UB	Customer Account	System tracks history of location	Y	S	BS&A Software	1		
44	UB	Customer Account	System tracks active/inactive deposit for service on customer	Y	S	BS&A Software	1		
45	UB	Customer Account	System refunds deposit upon closing account	Y	S	BS&A Software	1		
46	UB	Customer Account	System supports transfer of service where one account is closed and another opened without loss of data on customer history	Y	S	BS&A Software	1		
47	UB	Customer Account	System maintains alternate address for customers	Y	S	BS&A Software	1		

48	UB	Customer Account	System identifies time period to send bill to alternate address (example: snow birds)	N	NS	BS&A Software	1	
49	UB	Account Information	System tracks account for each service at each location	Y	S	BS&A Software	1	
50	UB	Accounts support multiple service types	Accounts support multiple service types	Y	S	BS&A Software	1	
51	UB	Account Information	Accounts linked to customer	N	NS	BS&A Software	1	Customers are linked to accounts.
52	UB	Account Information	System creates parent/child relationship with accounts/customers (landlord/tenant)	Y	S	BS&A Software	1	
53	UB	Account Information	System tracks deposit for service on account	Y	S	BS&A Software	1	
54	UB	Location Information	System tracks history of all accounts at location	Y	S	BS&A Software	1	
55	UB	Location Information	Location linked to City's GIS for parcel/ property data	Y	S	BS&A Software	1	
56	UB	Location Information	System identifies parcel by multiple IDs (old City ID, new City ID, etc.)	Y	S	BS&A Software	1	Previous numbering systems could be stored in u
57	UB	Location Information	Location stores service availability information	Y	S	BS&A Software	1	
61	UB	Meter Information	System tracks meter inventory	Y	S	BS&A Software	1	
62	UB	Meter Information	System tracks meter change-out history	Y	S	BS&A Software	1	
63	UB	General Billing	System maintains multiple rate tables that can determine charges by type of service	Y	S	BS&A Software	1	
64	UB	General Billing	System maintains multiple rate tables that can determine charges by type of service type of customer (residential / industrial)	Y	S	BS&A Software	1	
65	UB	General Billing	System maintains multiple rate tables that can determine charges by consumption	Y	S	BS&A Software	1	
66	UB	General Billing	System maintains multiple rate tables that can set flat fee charges	Y	S	BS&A Software	1	
67	UB	General Billing	Rate tables can be set to tiered rate tables with consumption charged at marginal rate for each unit of consumption	Y	S	BS&A Software	1	
68	UB	General Billing	Rate tables can be set to consumption charged one rate depending on total usage	Y	S	BS&A Software	1	
69	UB	General Billing	Rate tables can be set to flat fee (service charge)	Y	S	BS&A Software	1	
70	UB	General Billing	Tables can accommodate negative rates	Y	S	BS&A Software	1	
71	UB	General Billing	System provides option to consolidate all accounts for customer on one bill	Y	S	BS&A Software	1	
72	UB	General Billing	System provide bills monthly for customers	Y	S	BS&A Software	1	
73	UB	General Billing	System generates bills on multiple billing cycles	Y	S	BS&A Software	1	
74	UB	General Billing	System has option to determine who receives bills (tenant, landlord)	Y	S	BS&A Software	1	
75	UB	General Billing	System has option to determine who receives bills by service type (landlord gets water; tenant gets electric)	Y	S	BS&A Software	1	This is possible, but the services would have to be
76	UB	General Billing	System generates bill to multiple recipients (tenant gets bill, landlord gets notice)	Y	S	BS&A Software	1	
77	UB	General Billing	Third party receives bill instead of account owner	Y	S	BS&A Software	1	
78	UB	General Billing	System calculates discount for seniors	Y	S	BS&A Software	1	
79	UB	General Billing	System supports budget billing (smoothing bill amount based on annual average)	Y	S	BS&A Software	1	
80	UB	General Billing	System supports electronic billing	Y	S	BS&A Software	1	
81	UB	General Billing	Email copy of bill to customer	Y	S	BS&A Software	1	
82	UB	General Billing	Customer access bill from online portal	Y	S	BS&A Software	1	
83	UB	General Billing	System supports estimated billing (monthly billing with bi-monthly meter read)	Y	S	BS&A Software	1	
84	UB	General Billing	System provides option to consolidate some of accounts on single bill while providing separate bills for others	Y	S	BS&A Software	1	
85	UB	General Billing	System prints bill with consumption amount	Y	S	BS&A Software	1	
86	UB	General Billing	System prints bill with bar code	Y	S	BS&A Software	1	
87	UB	General Billing	System prints bill with graphical display of usage	Y	S	BS&A Software	1	
88	UB	General Billing	System prints bill with notes / Special Instructions to Customer	Y	S	BS&A Software	1	
89	UB	General Billing	System provides capability to print bill from City printer (individual bills on demand)	Y	S	BS&A Software	1	
90	UB	General Billing	System allows City to adjust bill for miscellaneous charges (e.g. turn on/turn off, damaged meter, work order costs, leaks, etc.)	Y	S	BS&A Software	1	
91	UB	Collections	System provides mail merge templates that use system information to generate customer letters	Y	S	BS&A Software	1	Reports can be formatted to meet mail merge ter
92	UB	Collections	System provides file for third party bill printer	Y	S	BS&A Software	1	
93	UB	Collections	System automatically applies late penalties to any overdue payments	Y	S	BS&A Software	1	Process has to be initiated by user
94	UB	Collections	System generates reminder notices for late payments	Y	S	BS&A Software	1	
95	UB	Collections	System provides statement with all outstanding payments and late charges	Y	S	BS&A Software	1	
96	UB	Collections	System supports budget billing where annual estimated charges are identified and bills are equalized across months	Y	S	BS&A Software	1	
97	UB	Collections	System will automatically maintain a reserve account for level billing enrollees	Y	S	BS&A Software	1	
98	UB	Collections	System generates statement with outstanding charges, penalties/interest	Y	S	BS&A Software	1	
99	UB	Collections	System generates statements with consumption history	Y	S	BS&A Software	1	
100	UB	Water Billing	Water billed by consumption using tiered rate structure by type of Customer	Y	S	BS&A Software	1	
101	UB	Water Billing	Water billed by consumption using tiered rate structure by meter size	Y	S	BS&A Software	1	
102	UB	Water Billing	System accommodates meter reads with different units (some meter read in CCF, others in gallons)	Y	S	BS&A Software	1	
103	UB	Water Billing	Water billing rates have minimum charge with allowable usage	Y	S	BS&A Software	1	
104	UB	Water Billing	System will combine multiple meters for one account	Y	S	BS&A Software	1	
105	UB	Water Billing	System supports deduct metering	Y	S	BS&A Software	1	
106	UB	Sewer Billing	Tiered rate structure using water consumption	Y	S	BS&A Software	1	
107	UB	Sewer Billing	System supports wastewater meter for industrial users	Y	S	BS&A Software	1	
108	UB	Sewer Billing	System supports deduct meter (reduce wastewater charge by irrigation use)	Y	S	BS&A Software	1	
109	UB	Sewer Billing	System charges administrative fee for deduct meters	Y	S	BS&A Software	1	
110	UB	Storm water	Tiered rate structure based on acreage for parcel	Y	S	BS&A Software	1	
111	UB	Storm water	System interfaces to GIS for parcel acreage					***
112	UB	Refuse Billing	System charges flat fee for residential	Y	S	BS&A Software	1	
113	UB	Refuse Billing	System charges flat fee for commercial based on dumpster size	Y	S	BS&A Software	1	
114	UB	Refuse Billing	System charges proportion of fee for multiple customers sharing one dumpster	Y	S	BS&A Software	1	
131	UB	Account Close	Ability, as soon as a meter reading is obtained, to calculate a final bill with deposit applied and print on printer associated with the workstation.	Y	S	BS&A Software	1	

132	UB	Account Close	Calculates final bills during any cycle, based on the internal system issuance of a turn-off service order, or closing/transfer of a customer account.	Y	S	BS&A Software	1	
133	UB	Account Close	Permit off-cycle billing for accounts that have been disconnected in order to get final bills to customer as soon as possible.	Y	S	BS&A Software	1	
134	UB	Account Close	System applies deposit amount to final bill	Y	S	BS&A Software	1	
135	UB	Account Close	System refunds remaining deposit through AP. System has integrated link to AP.	Y	S	BS&A Software	1	
136	UB	Self Service	System allows new customer to complete service application online	N	NS	BS&A Software	1	
137	UB	Self Service	System allows customer to upload documents online	N	NS	BS&A Software	1	
138	UB	Self Service	System allows customer to provide deposit online	N	NS	BS&A Software	1	
139	UB	Self Service	System allows users access online payment portal to view current and past bills	Y	S	BS&A Software	1	
140	UB	Self Service	System allows users access online payment portal to review consumption information	Y	S	BS&A Software	1	
141	UB	Self Service	System allows users access online payment portal to view payment history	Y	S	BS&A Software	1	
142	UB	Self Service	System allows users access online payment portal to make payment	Y	S	BS&A Software	1	
143	UB	Self Service	System allows customer to make payment through credit card	Y	S	BS&A Software	1	
144	UB	Self Service	System allows customer to make payment through direct withdrawal from checking account	Y	TPS	BS&A Software	1	
145	UB	Self Service	Customer can set up automatic payments on website through bank draft	Y	TPS	BS&A Software	1	
	UB	Service Requests	Associate service request linked to Utility Billing account number	Y	S	BS&A Software	1	
146	UB	Service Requests	System generates service request for turn on/turn off	Y	S	BS&A Software	1	
	UB	Service Requests	System provides report of customer accounts that have been paid since turn off	Y	S	BS&A Software	1	
	UB	Service Requests	System generates service request for meter upgrade	Y	S	BS&A Software	1	
147	UB	Service Requests	Completion of service request updates utility billing information	N	NS	BS&A Software	1	Account information would not automatically be
148	UB	Service Requests	System provides mobile access for meter readers and alert crews	N	NS	BS&A Software	1	
149	UB	Centralized Cashiering	System records point of sale transactions	Y	S	BS&A Software	1	
150	UB	Centralized Cashiering	System records transactions against receivables	Y	S	BS&A Software	1	
151	UB	Centralized Cashiering	System allows decentralized collection of payments on any receivable in system	Y	S	BS&A Software	1	
152	UB	Centralized Cashiering	System interfaces with utility billing system to upload detailed utility billing invoices	Y	S	BS&A Software	1	
			After payment, cashiering system integrates with third party billing system to record payment against account	I		BS&A Software	1	
156	UB	Centralized Cashiering	System tracks one central customer file that all invoices are charged against	Y	S	BS&A Software	1	
158	UB	Recording Payments	System applies one payment to multiple receivables / point of sale transactions	Y	S	BS&A Software	1	
			System allows using multiple payment types to pay for one invoice (example: cash and credit card)	Y	S	BS&A Software	1	
159	UB	Recording Payments	Prioritize customer payments by different AR types (applies to partial payments also)	Y	S	BS&A Software	1	
160	UB	Recording Payments	System allows departments to enter daily deposits into system	Y	S	BS&A Software	1	
161	UB	Recording Payments	Reversal of receivable for denied transactions, e.g., bounced checks, denied credit card transactions, etc. and automatically add NSF fees to customer's AR balance, with override ability	Y	S	BS&A Software	1	This would be through Cash Receipting only.
162	UB	Recording Payments	When processing payment, system provides capability to look up the customer master file by any value in customer file	Y	S	BS&A Software	1	
163	UB	Recording Payments	Apply payments against individual line items on invoice	Y	S	BS&A Software	1	
164	UB	Recording Payments	Apply payments to customer and allow system to determine priority order of invoices	Y	S	BS&A Software	1	
165	UB	Recording Payments	System supports splitting one transaction type between multiple chart of accounts	Y	S	BS&A Software	1	
166	UB	Recording Payments	System generates a receipt to the payee	Y	S	BS&A Software	1	
167	UB	Recording Payments	System generates bank deposit slip	Y	S	BS&A Software	1	This would be through Cash Receipting only.
168	UB	Recording Payments	Produces report listing total of all transactions processed by cashier during shift (z-tape report)	Y	S	BS&A Software	1	
169	UB	Recording Payments	System allows customers to create an account and make web payments to any receivable in the system	Y	S	BS&A Software	1	Customer cannot create an account, but they can
170	UB	Web Payments	System allows customers to create an account and make web payments to other point of sale transactions (example: permit applications)	Y	S	BS&A Software	1	Customer cannot create an account, but they can
171	UB	Recording Payments	System accepts credit cards online	Y	TPS	BS&A Software	1	
172	UB	Recording Payments	System accepts direct debit online from checking account	Y	TPS	BS&A Software	1	
173	UB	Recording Payments	System allows customers to set up and authorize recurring payments for:					
174	UB	Recording Payments	The same amount every month (fees)	Y	TPS	BS&A Software	1	
175	UB	Recording Payments	Different amounts each month (water bills)	Y	TPS	BS&A Software	1	
176	UB	Recording Payments	System stores overpayment amount on customer accounts and applies to next bill	Y	S	BS&A Software	1	
177	UB	Customer Overpayment	System provides refund to customer account for overpayment through accounts payable	Y	S	BS&A Software	1	
178	UB	Customer Overpayment	System tracks customer deposits and applies charges to deposit amount	Y	S	BS&A Software	1	
179	UB	Customer Deposit	Customer deposits can be applied to customer (available for use on any invoice)	Y	S	BS&A Software	1	
180	UB	Customer Deposit	Customer deposits can be applied to account (only available for one type of charge)	Y	S	BS&A Software	1	
181	UB	Customer Deposit	System provides bill through accounts receivable if deposit amount is exceeded.	I		BS&A Software	1	
182	UB	Customer Deposit						



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: August 10, 2020

Presenter: Ben Williams, Assistant Town Manager

Item to be Considered

Subject: General Consulting Services – Engineering: The Wooten Company.

Action Requested: Approval of Engineering Services Contract with The Wooten Company.

Attachment: Engineering Services Agreement.

Prepared By: Ben Williams, Assistant Town Manager

Date: 7/29/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp - 8/4/2020

Supporting Documentation

In 2012, Council entered into an agreement with The Wooten Company for general consulting services related to engineering on a case-by-case basis for smaller projects without a defined scope of work. This general services contract is renewed annually. The services provided by The Wooten Company through the subject agreement include but are not limited to development plan review. The attached agreement will extend the general consulting services contract through June 30, 2021.

Budgetary Impact: Estimated beginning contract amount \$25,000.

Recommendation: Staff recommends approval of contract with The Wooten Company for general consulting services.

Task Order No. 30

Town of Winterville, NC

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated September 10, 2012 ("Agreement"), Owner and Engineer agree as follows:

- 1. Specific Project Data
 - A. Title: 2020-2021 General Consulting Services
 - B. Description: Engineering-related services on a task-by-task basis requested by Owner for small projects not requiring execution of a separate task order.
- 2. Services of Engineer
 - Study and Report Services
Part 1 of Exhibit A as specifically requested by Owner.
 - Design Services
Part 2 of Exhibit A as specifically requested by Owner.
 - Bidding or Negotiating Services
 - Construction and Commissioning Services
 - Resident Project Representative Services

Engineer will provide Resident Project Representative services pursuant to Part 4 of Exhibit A; Exhibit D is attached to this Task Order and expressly incorporated by reference.

- Additional Services
Part 5 of Exhibit A as specifically requested by Owner.
- Additional Services Requiring an Amendment to Task Order
Part 6 of Exhibit A is incorporated by reference unless otherwise noted.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: **No modifications.**

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>General Consulting Services</u>	<u>June 30, 2021</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
General Consulting Services	Hourly Rate	\$ 25,000.00

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. **Ceiling Fee will not be exceeded without written consent of the Owner.**

6. Consultants: **With written consent of the Owner.**

7. Other Modifications to Agreement: **None.**

8. Attachments: **Appendix 1, Schedule of Fees.**

9. Documents Incorporated by Reference: **None.**

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **July 1, 2020.**

OWNER:

ENGINEER:

L.E. Wooten & Company dba

The Effective Date of this Task Order is July 1, 2020.

OWNER:

Town of Winterville

By (Signature): _____

Typed Name: Douglas A. Jackson

Title: Mayor

Date: _____

ENGINEER:

L.E. Wooten & Company dba
The Wooten Company

By (Signature): 

Typed Name: W. Brian Johnson, PE

Title: Vice President

Date: 7/29/2020

Engineer License or Firm's
Certificate No. F-0115
State of: North Carolina

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: Terri Parker

Title: Town Manager

Address: P. O. Box 1459
Winterville, NC 28590

E-Mail
Address: terriparker@wintervillenc.com

Phone: (252) 215-2340

Fax: (252) 321-8455

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: Derrick C. Smith

Title: Regional Manager

Address: 310 W. 14th Street
Greenville, NC 27834

E-Mail
Address: dsmith@thewootencompany.com

Phone: (252) 757-1096

Fax: (252) 757-3221



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: August 10, 2020

Presenter: Travis Welborn, Public Works Director

Item to be Considered

Subject: Knuckleboom Truck Replacement Grant Acceptance.

Action Requested: Acceptance of Grant in the amount of \$77,759.50 from NCDEQ.

Attachment: Award Letter.

Prepared By: Travis Welborn, Public Works Director

Date: 7/29/2020

ABSTRACT ROUTING:

TC: 8/3/2020

TM: 8/4/2020

Final: tlp - 8/4/2020

Supporting Documentation

Town staff applied for a grant for the replacement of its oldest knuckleboom truck in 2019. The truck to be replaced is a 2002 with approximately 170,000 miles. This truck is used daily in the collection of debris such as limbs, bulk items, and construction debris. Staff budgeted for the full replacement cost of the knuckleboom truck in the 2020-2021 fiscal year, with the hopes of receiving this grant which would offset approximately 50% of the cost of a replacement vehicle. Staff was notified via email on July 29 that it had been awarded the full requested grant amount of \$77,759.50, which is approximately 50% of the cost of a replacement truck. The grant was awarded to help the Town and State reduce emissions in North Carolina by replacing older, less efficient vehicles with high emissions rates with newer, more efficient vehicles which produce less emissions.

Budgetary Impact: The full replacement cost of the knuckleboom truck was included in the approved budget. The grant will offset 50% of the cost of the truck saving the Town \$77,759.50.

Recommendation: Acceptance of the grant award.



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

July 24, 2020

Terri L. Parker
Town of Winterville
PO Box 1459
Winterville NC 28590
Application Number: ONP0001
DAQ Grant Management System Number: 1000009684

Dear Terri L. Parker:

I am pleased to inform you that the North Carolina Department of Environmental Quality is awarding your proposed Volkswagen Settlement On-Road Program project in the amount of \$77,759.50. We are excited about your project entitled Knuckleboom Truck Replacement. Replacement of the following vehicle will be funded: Unit 1 (VIN 1FVABTAK93HK51612).

Thank you for your interest in reducing emissions in North Carolina. We look forward to working with you on this worthwhile endeavor and receiving reports on the success of this project so that we may learn how to best use funding in future phases.

Jill Vitas from my staff will contact you once the VW funds have been distributed to DAQ to begin the State contract process. **Please do not start any work on this project until there is a fully executed (signed by representatives of both organizations) contract in place.** We cannot reimburse for work performed or items purchased before a contract is in place. Should you have any questions or need further information, you may contact Jill Vitas via telephone at 919-707-8424 or email at jill.vitas@ncdenr.gov.

Applicants must log into the NC DAQ Grant Management System to view application and claim status, submit invoices and documents for reimbursement. Completed Access Authorization Forms (attached) for your organization must be returned with your acceptance of this award.

Sincerely,

A handwritten signature in black ink that reads "Michael S. Regan".

Michael S. Regan, Secretary
Department of Environmental Quality

MSR/JBV
Enclosures
cc: Jill Vitas



Town of Winterville
PO Box 1459
Winterville NC 28590
Application Number: ONP0001
DAQ Grant Management System Number: 1000009684

Please check the corresponding box if you accept or decline the award. Email a signed and dated copy to svc.NCVWApplication@ncdenr.gov within **15 business days of letter receipt**. **If NCDEQ does not receive your acceptance of the award within that time, your award will be forfeited.** This acceptance is non-binding until such time as the contract is fully executed.

Accept

Decline

Authorized Representative Name

Date

Please include completed Access Authorization Forms (attached) for your organization. Each organization is allowed up to 3 authorized users.

