



**REGULAR COUNCIL MEETING
SEPTEMBER 18, 2023
6:30 P.M.**

ORDER OF BUSINESS

1. **PLEDGE TO FLAG**
2. **INVOCATION**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF MINUTES**
 - a. Regular Town Council Meeting - August 21, 2023
5. **1st OPEN FORUM**
6. **REGULAR BUSINESS:**
 - a. MAYOR FLETA BYRD
 - b. TOWN ADMINISTRATOR'S REPORT - Leighanna Worley
 - i. **TRC CONTRACT** Approval
 - c. FINANCE OFFICER'S REPORT - Sherry Hudson
 - i. Review of Financial Statements - August 2023
 - ii. Amend Wilson's Mills Finance **POLICY**
 - d. PLANNING & ZONING REPORT - Wendy Oldham
 - e. EVENTS REPORT - Emily Matthews
 - i. Appointment to Events Committee - Karon Chanski
 - f. POLICE DEPARTMENT REPORT - Chief Williams
 - g. PUBLIC WORKS REPORT - Patrick Moore
 - h. COUNCILMEMBER COMMENTS
7. **2nd OPEN FORUM**
8. **ADJOURN**

TOWN OF WILSON'S MILLS
REGULAR TOWN COUNCIL MEETING
August 21, 2023

PRESENT: Mayor Fleta Byrd, Mayor Pro-tem JC Triplett, Councilmembers Carolyn Dobbin, and Tim Brown.

OTHERS PRESENT: Town Administrator Leighanna Worley, Deputy Clerk Emily Matthews, and Town Attorney Gabriel Du Sablon.

ABSENT: Councilmembers Randy Jernigan and David McGowan

CONVOCAATION: Mayor Byrd declared a quorum present and called the meeting to order at 6:30pm.

PLEDGE Mayor Byrd led the pledge of allegiance to the flag.

INVOCATION: Mayor Byrd gave the invocation.

APPROVAL OF AGENDA: Mayor Byrd asked for approval of the agenda.

A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember Carolyn Dobbin to approve the agenda as presented. Motion carried unanimously.

APPROVAL OF MINUTES: Mayor Byrd asked for any comments or corrections to the minutes for the Regular Town Council Meeting for July 17, 2023.

Regular Town Council Meeting- July 17, 2023: A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember Tim Brown to approve the Regular Town Council Meeting Minutes for July 17, 2023, as presented. Motion carried unanimously.

Closed Session Minutes – July 17, 2023: Mayor Byrd asked for any comments or corrections to the minutes for the Closed Session Minutes for July 17, 2023.

A motion was made by Councilmember Tim Brown and seconded by Mayor Pro-tem JC Triplett to approve the Closed Session Minutes for July 17, 2023, as presented. Motion carried unanimously.

Council Work Session Minutes – August 2, 2023: Mayor Byrd asked for any comments or corrections to the minutes for the Council Work Session Minutes for August 2, 2023.

A motion was made by Councilmember Tim Brown and seconded by Mayor Pro-tem JC Triplett to approve the Council Work Session Minutes for August 2, 2023, as presented. Motion carried unanimously.

Closed Session Minutes – August 2, 2023: Mayor Byrd asked for any comments or corrections to the minutes for the Closed Session Minutes for August 2, 2023.

A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember Carolyn Dobbin to approve the Closed Session Minutes for August 2, 2023, as presented. Motion carried unanimously.

1st OPEN FORUM Mayor Byrd opened the 1st Public Forum at 6:33pm.

With no one wishing to speak, Mayor Byrd closed the 1st Open Forum at 6:34pm.

REGULAR BUSINESS

MAYOR FLETA BYRD:

Mayor Byrd spoke about the bike and pedestrian survey that is available to residents and encouraged both Council and the public to take the survey. She said surveys are available at town hall as well as online.

TOWN ADMINISTRATOR'S REPORT – Leighanna Worley:

Town Administrator Worley said the Comprehensive Utility Plan contract will be ready at the September Council meeting. Ms. Worley said she responded to CAMPO and declined their invitation to join the organization. She also said the keyless entry through Building Automation Services started today and should hopefully be done by the end of the week.

Ms. Worley said she attended the Highway 70/I-42 meeting in Goldsboro last week and received updates about construction in town. Councilmember Brown asked if the closure of Swift Creek is still on track to open back up and would like an update if possible. Ms. Worley said she would contact DOT and see if she can get updates.

FINANCE OFFICER'S REPORT – Sherry Hudson:

Finance Officer Sherry Hudson referenced the financial report for the month of July 2023 and asked if there were any questions.

Review of Financial Statements – July 2023:

Ms. Hudson said any percentages showing as 100% represent expenditures such as Workers Compensation insurance and Property and Liability insurance that are paid in full at the beginning of the fiscal year. She also stated the line item for building maintenance is over 100% due to a pest control service every month and that line item will be fixed with a budget amendment in the future.

PLANNING AND ZONING REPORT – Wendy Oldham

Planning Director Wendy Oldham referenced the Planning Department report and asked if there were any questions.

Mrs. Oldham said she had a meeting earlier today about Midtown Village and the developers are in the process of getting permits and should start development by next summer. Councilmember Tim Brown asked if there have been any updates about sewer in other areas of town and Ms. Worley said the Comprehensive Utilities Plan will be before Council next month and they will be the first step to getting the feasibility study done.

EVENTS REPORT – Emily Matthews

Events Coordinator Emily Matthews said at the last Farmers Market the attendance was a little higher and thanked the Wilson's Mills Fire Department for having a firetruck at the market. She stated the event page for the Community Yard Sale is active and the town is still collecting school supplies items for the teachers at Wilson's Mills Elementary School.

POLICE DEPARTMENT REPORT – Chief Williams

Chief Williams referenced the Police Department report in Council's packets and asked if there were any questions.

Mayor Byrd said the old town hall building that is now the Police Department looks really nice.

Councilmember Brown asked for an update on the 2 new SUVs that were approved for purchase earlier in the year. Chief said the dealership that he was dealing with was not able to provide the vehicles within the desired time so 2 new Durangos have been ordered through a local dealership.

PUBLIC WORKS REPORT – Patrick Moore

Public Works Director Patrick Moore referenced the Public Works report and asked if there were any questions.

Councilmember Brown asked if there has been any more vandalism at the Community Park. Mr. Moore said there has not been any vandalism and the bathrooms have been repaired from the last act of vandalism.

**COUNCILMEMBER
COMMENTS:**

Councilmember Brown suggested placing digital signs around town for announcements such as the Farmers Market and other events in town. Mayor Byrd said she and Ms. Worley have looked into digital signs and would like to have them placed in the future.

Councilmember Brown asked for updates on the Council chambers at Town Hall. Ms. Worley said now that the Utilities study has been bid out, her next project is to work on the Requests for Qualifications for the Council chambers.

Councilmember Brown said the signs at the new town hall look good and Councilmember Dobbin asked if there will be lights on the sign at the entrance. Ms. Worley said there should be lighting by the entrance in the near future.

**ARRIVAL OF
COUNCILMEMBER:**

Councilmember Randy Jernigan arrived at 6:53pm.

2nd OPEN FORUM

Mayor Byrd opened the 2nd Public Forum at 6:54pm.

With no one wishing to speak, Mayor Byrd closed the 2nd Open Forum at 6:55pm.

ADJOURN:

A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember Carolyn Dobbin to adjourn. Motion carried unanimously.

The meeting adjourned at 6:55pm.

FLETA A. BYRD, Mayor

ATTEST:

EMILY A. MATTHEWS
Deputy Clerk

Request for Council Action

Agenda Item ____

TO: MAYOR FLETA BYRD AND TOWN COUNCILMEMBERS
FROM: LEIGHANNA WORLEY, TOWN ADMINISTRATOR
DATE: SEPTEMBER 18, 2023
RE: TRC CONTRACT APPROVAL – COMPREHENSIVE UTILITIES PLAN

At your July meeting, the bid for the Comprehensive Utilities Plan was awarded to TRC Engineers, Inc. Attached please find the final contract with TRC with specifics on the project scope and cost.

The Rural Transformation Grant Fund funding the Town was awarded for this project totals \$49,999.00. You budgeted \$10,000.00 excess for this project. The final cost for TRC is \$60,000.00.

ATTACHMENTS:

TRC Proposal for Professional Services (17 pages)

RTGF Funding Sheet

Budget line items for project

ACTION REQUESTED:

Vote to approve, deny, or table the TRC Proposal for Professional Services – Comprehensive Utilities Plan



September 13, 2023

The Honorable Fleeta Byrd
Mayor
Town of Wilson's Mills
4083 Wilson's Mills Road
Smithfield, NC 27577

**RE: Proposal for Professional Services - TRC Proposal No. 558218.9990.0000
Comprehensive Utilities Plan for Sewer Feasibility
Town of Wilson's Mills, NC**

Dear Mayor Byrd:

On behalf of TRC Engineers, Inc (TRC), thank you for the opportunity to present our proposal to the Town of Wilson's Mills (Town) for professional engineering services for the Comprehensive Utilities Plan for Sewer Feasibility project.

I. PROJECT DESCRIPTION

The Town of Wilson's Mills is currently served by Johnston County (County) for sewer services. Due to rapid growth within the County, the existing sewer infrastructure may be insufficient to account for the needs of Town's residents. The Town wishes to create a Comprehensive Utilities Plan to assess the feasibility of sewer infrastructure expansion as well as the Town assuming responsibility of operation and maintenance of the system within their jurisdiction. This project is vital for ensuring the Town has sufficient planning in place to ensure a successful sewer utility. This project will develop a long-term plan that will determine available capacity, potential service areas, and existing shortfalls that need to be addressed to ensure public sewer infrastructure is equitably addressed and improved. The plan will reflect the existing infrastructure and identify the location and associated construction and operation and maintenance costs of future infrastructure that will be required to accommodate anticipated future growth.

II. SCOPE OF SERVICES

Services to be provided by TRC under this proposal will include the following:

Task A – Gather Existing System Data

- Gather Johnston County data, including current system maps, any recent Asset Inventory Assessments (AIA's), capacity/flow information on lift stations and collection system, I&I studies, and other relevant data.
- Review 2009 Capital Improvements Plan (CIP).
- Determine sewer system expansions since 2009 and what was planned but unfunded.
- Analyze current operations agreement with the County.

Task B – Determine Areas to be Served Through Capital Projects

- Identify unserved project areas for future sewer system installation and estimate the number of new customers.
- Identify growth areas of the Town, including commercial, residential, and industrial areas.
- Develop general alignments and needs for future system components, including gravity outfall lines, pump stations, force mains, streams/wetlands, and road/railroad crossings.
- Includes one (1) meeting with Town Staff/Stakeholders.

Task C – Capital Project Prioritization and Phasing

- Identify existing system upgrades and rehabilitation that is needed.
- Prioritize expansion and existing rehabilitation projects over 10- and 20-year schedules.
- Draft schedules and cost estimates for proposed project implementations.
- Includes two (2) meetings with Town Staff/Stakeholders.

Task D – Strategize Creation of Town Water and Wastewater Department

- Determine approximate cost for purchasing the existing water and sewer systems from the County.
- Draft an organizational chart for the new department.
- Estimate staffing and equipment needs over the first 20 years.
- Draft a maintenance plan and estimate needs over the first 20 years.
- Includes two (2) meetings with Town Staff/Stakeholders.

Task E – Assemble Comprehensive Utilities Plan for Sewer Feasibility

- Assemble cost components, including CIP, existing system maintenance, employees, and equipment.
- Determine annual operating costs.
- Complete a rate analysis to offer rate structure options.
- Assemble data into full Comprehensive Utilities Plan draft for Town staff to review and provide comments.
- Includes two (2) meetings with Town Staff/Stakeholders.

Task F – Final Report and Presentation to Town Council

- Address any comments and questions from Town Staff review to finalize the Comprehensive Utilities Plan.
- Present findings to the Town Council.

III. SCHEDULE

TRC is prepared to commence with the above-described tasks within two weeks upon receipt of Authorization to Proceed (ATP). A detailed schedule of milestones and deliverables will be developed in conjunction with the Town of Wilson's Mills upon receipt of the ATP.

IV. DELIVERABLES

TRC will provide the following deliverables, all in electronic format:

- Comprehensive Utilities Plan for Sewer Feasibility (Report)

V. FEES

The proposed fees for the above-described services are on a Lump Sum basis. Fees will be billed monthly based on our efforts completed at the close of the respective billing period. We will provide a written progress report outlining the status of the project, outstanding issues, items needed, further coordination, or other items of interest to keep the project team informed of progress toward completion.

Task A – Gather Existing System Data.....	\$5,000
Task B – Determine Areas to Be Served Through Capital Projects.....	\$10,000
Task C – Capital Project Prioritization and Phasing	\$10,000
Task D – Strategize Creation of Town Water and Wastewater Department	\$15,000
Task E – Assemble Comprehensive Utilities Plan for Sewer Feasibility.....	\$16,000
Task F – Final Report and Presentation to Town Council	\$4,000
TOTAL LUMP SUM	<u>\$60,000</u>

VI. CONTRACT TERMS AND PROVISIONS

All authorized services will be provided in accordance with our current *Standard Terms and Conditions* attached.

VII. ASSUMPTIONS / LIMITATIONS

This proposal is based on the following assumptions:

- The utility rate analysis will provide up to three options of suggested rate structures for the Town to consider.
- Additional services, if required, will be provided by TRC on an hourly basis or a negotiated lump sum fee. A written scope of services and fee proposal will be submitted to the Town of Wilson’s Mills for review and consideration prior to commencement of any requested additional services.
- The parties agree that the proposed scope of services may change based on meetings and consultation with the Town of Wilson’s Mills or others. The parties agree that should the scope of services change, TRC will provide the Town of Wilson’s Mills with a revised proposal or an

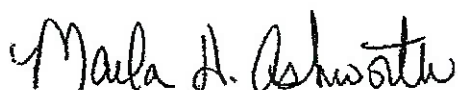


addendum to this agreement for any such changes and associated costs to be paid by the Town of Wilson's Mills.

- Reimbursable/direct expenses such as copying, printing, mileage, and mailing are included in the above fees.
- Hard copies of deliverables can be provided upon request. Our services include printing of up to two (2) hard copies.
- The Town or others will provide requested data and documents in a timely manner.
- TRC is not required to perform field confirmations for system data provided by the Town or County. Confirmation of line sizes, capacities, pump performance, etc. will not be field-verified. Data provided by the Town, County, or others will be assumed to be accurate and up to date.
- A full Fair Value Assessment will not be performed in regard to purchasing the water or sewer system from the County. An approximate price based on the data provided and TRC's findings will be provided, but a more detailed assessment may be necessary to move forward with any purchases.
- Recommendations provided regarding operation and maintenance should be confirmed based on specific manufacturers' requirements. TRC will provide recommendations based on staff expert experience and knowledge, but operation and maintenance manuals provided by the manufacturer should be consulted for all operation and maintenance.

On behalf of TRC, thank you for giving us the opportunity to provide our proposal for professional engineering services. If this proposal meets with your approval, please sign the Authorization to Proceed below and return it to us. Please keep a copy of the proposal for your records. We look forward to working with you on this project. Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,
TRC Engineers, Inc



Marla Ashworth
Community Resource Specialist



C. Tyrus Clayton, PE
Regional Growth Leader

Attachments:

- Attachment 1 – Work Authorization
- Attachment 2 – TRC Terms and Conditions
- Attachment 3 – TRC 2023 Hourly Bill Rates and Reimbursement Table (use only if T&M or unit pricing for out-of-scope work)

**Attachment 1
Work Authorization**

**Acceptance of TRC Proposal No. 558218.9990.0000
Attention: C. Tyrus Clayton. Jr**

Acceptance

Authorization for TRC to commence work included in the above-referenced Proposal constitutes acceptance of this Agreement. TRC will begin project preparations upon receipt of the completed form below. If a purchase order is required for our invoice to be processed, that purchase order must be received in order for our team to mobilize. Acceptance is limited to the terms stated herein, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.

Approved and accepted as of the date shown below:

Town of Wilson's Mills

By:

Signature

Printed Name

Title

Date

Attachment 2
TRC PROPOSAL TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the proposal to which these Terms and Conditions are attached (the "Proposal"). The term "TRC" herein shall mean the entity submitting the proposal. The term "Client" herein shall mean the person or entity for whom the Work will be performed.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

- 1.1 Work, Deliverables, Materials. TRC will perform the consulting, engineering, and/or other professional services (the "Work"), provide the work product, such as drawings, plans, specifications, reports, or other information ("Deliverables"), and/or procure the materials and/or equipment ("Materials"), as set forth in detail in the Proposal.
- 1.2 Agreement Documents. These Terms and Conditions, together with the Proposal, form the Agreement pursuant to which TRC will perform. If Client issues a purchase order or similar document authorizing the Work ("Client Authorization"), any pre-printed terms included in any Client Authorization shall be of no effect and are expressly excluded from this Agreement.
- 1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, these Terms and Conditions shall take precedence, followed by the Proposal, unless expressly stated otherwise herein or in the Proposal. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.
- 1.4 Defined Terms. Some capitalized terms used in the Agreement may be defined in the Proposal. Any term defined in the Proposal will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in the Proposal.

ARTICLE 2. COMPENSATION AND INVOICING

- 2.1 Compensation. Client shall pay the Contract Price set forth in the Proposal.
- 2.2 Invoicing. TRC will bill for its Work, and Client shall compensate TRC, as provided in the Proposal. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.
 - (a) Time and Expense. Any Work performed on a time and expense or time and materials basis will be invoiced as follows:
 - (i) Rates shall be as set forth in the Proposal. Rates are subject to increase on an annual basis.
 - (ii) TRC will keep accurate and daily records of all labor, equipment, and materials furnished. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client's written request.
 - (iii) Reimbursable Expenses:
 - Project Expenses. Expenses reasonably incurred in connection with the Work will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).
 - Insurance. A charge of 2% will be applied to all invoiced amounts for the cost of TRC's insurance coverage.
 - Subcontractors. A fee of 10% will be added to the invoice cost of subcontracts managed by TRC
 - Client Requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.
 - Mileage. Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
 - Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost plus 10%, with receipts provided for any expense over \$25.00.
 - Lodging and Meals. Lodging and meals will be charged either:
 - o at cost plus 10%, with receipts provided for any expense over \$25.00, or
 - o on a per diem basis, using the GSA per diem rates found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.
 - (iv) Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local



- property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
- (b) Lump Sum or Unit Prices. If Work is performed on a lump sum or unit price basis, TRC will invoice on the schedule provided for in the Proposal or, if no invoicing schedule is included in the Proposal, based on percentage of completion of Work or number of units completed, as applicable.
 - (c) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Section 16.12 below no later than thirty (30) days after the date of the invoice.
- 2.4 Failure to Pay. Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice. Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.
- 2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE

- 3.1 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time stated in the Proposal to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.2 Completion. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 Work Added or Changed by Client. Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties ("**Change Order**"). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.
- 4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term "**Force Majeure Event**" means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or

pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party's ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

- 4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.
- 4.4 TRC Change Order Requests. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days' of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("Information"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.
- 5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 Communication. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("Standard of Care"). Reasonable people may

- disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment will not excuse Client from paying for Work rendered.
- 6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").
- 6.3 Remedies. If TRC's Work fails to meet the Standard of Care ("**Nonconforming Work**"), or if any Materials fail to meet the Warranty ("**Defective Materials**"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("**Correction Period**"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. Client will provide TRC access to the Project Site so TRC can perform its obligations under this Section 6.3.
- 6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK AND/OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.
- 6.5 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.
- 6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, notwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC's Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor's rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.
- 6.9 Communication. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

ARTICLE 7. CONFIDENTIALITY

- 7.1 Confidentiality Agreement. The Party receiving Confidential Information may include that Party's Representatives ("**Recipient**"). The term "**Representatives**" means a Party's affiliates and their respective employees, agents, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("**Discloser**"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's

Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.

- 7.2 Confidential Information. The term "**Confidential Information**" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its Representatives' business affairs, employees, finances, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a disclosure by an act or omission of Recipient; (ii) information which is or becomes available to Recipient on a nonconfidential basis from a source (other than from Discloser) which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.
- 7.3 Legal Obligation to Disclose. If Recipient is required by applicable law, regulation, or legal process to disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.
- 7.4 Remedy. Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.5 Communications with Third Parties. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

- 8.1 Required Insurance Coverage. TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
- (a) Worker's Compensation Insurance and Employer's Liability Insurance as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of \$1,000,000 each accident;
 - (c) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident;
 - (d) Commercial General Liability Insurance in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate; and,
 - (e) Professional Liability Insurance in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.
- 8.2 Certificates of Insurance. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty

(30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

9.1 Definitions.

- (a) "**TRC Group**" means TRC and its subcontractors of all tiers, and each of their parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.
- (b) "**Client Group**" means Client and its parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.
- (c) "**Losses**" means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.
- (d) "**Claims**" means all third party claims, lawsuits, demands, or actions.

9.2 TRC'S INDEMNITY OBLIGATIONS.

- (a) TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.
- (b) WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.

9.3 CLIENT'S INDEMNITY OBLIGATIONS. CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.

9.4 RISK OF LOSS TO THE WORK. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.

9.5 CONDITIONS PRECEDENT. EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC'S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY'S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.

9.6 APPORTIONMENT OF ATTORNEYS' FEES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

10.1 Pre-existing Conditions. Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("**Hazardous Substances**") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-

existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, “**Non-TRC Hazardous Substances**”), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.

- 10.2 Hazardous Substances Encountered During the Work; Disposition of Samples. Client recognizes that, when it is known, assumed, or suspected that Hazardous Substances exist on or beneath the surface of the site of the Work, or within any structure thereon, certain sampling materials such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when TRC encounters Hazardous Substances during performance of the Work, such as when sampling is included in the scope of Work, and when determined by TRC in its sole and exclusive judgment to be necessary based on TRC’s assessment of the degree of contamination, hazard, and risk, TRC will: promptly inform Client that containerization and labeling will be performed; appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC’s report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.
- 10.3 TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION. TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.
- 10.4 CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.

ARTICLE 11. ALLOCATION OF RISK

- 11.1 Client’s Separate Contractors. The Parties expressly acknowledge and agree that unless otherwise expressly provided for in the Proposal, during the performance of the Work TRC shall not (a) supervise, direct or control Client’s other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.
- 11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other, and under no circumstances shall either Party be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was

advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.

- 11.3 Limitation of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its employees, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed the compensation received by TRC under this Agreement. All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC IN RELATION TO THIS AGREEMENT.

ARTICLE 12. DELIVERABLES

- 12.1 Ownership of Deliverables. All Deliverables are instruments of service in respect of the Project, and, if delivered to Client during the term of this Agreement, will become the property of Client upon payment therefor. Notwithstanding the foregoing, Client's ownership of the Deliverables will not include any ownership interest in TRC's preexisting information including, but not limited to, computer programs, software, patents, patents pending, standard details, templates, figures or specifications, or TRC's seal, stamp, or certification. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties). Additionally, except for the Deliverables, all field data and notes, laboratory test data, calculations, estimates, and other documents prepared by TRC will remain the property of TRC.
- 12.2 Use of Deliverables. Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.
- 12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

- 13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.
- 13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be

responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.

- 13.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

- 14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially commence to cure within ten (10) calendar days from receipt of the default notice, the non-breaching Party may provide a written notice of termination of the Agreement to the breaching Party.
- 14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- 14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

ARTICLE 15. DISPUTE RESOLUTION

- 15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("Dispute") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.

- 15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut without regard to choice of law or conflicts of law principles. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be in Hartford, Connecticut.
- 15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "**Litigation Expenses**"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

ARTICLE 16. MISCELLANEOUS

- 16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.
- 16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.
- 16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.
- 16.4 Waiver. No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.
- 16.5 Assignment. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its corporate affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.
- 16.6 Captions. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.
- 16.7 Integration. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.
- 16.8 Amendments. This Agreement may be modified only by a Change Order or an amendment executed in writing by a duly authorized representative for each Party.
- 16.9 No Third Party Beneficiaries. Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this

Agreement shall extend and inure to the benefit of all members of TRC.

- 16.10 **Signatures.** The Proposal, any amendment to these Terms and Conditions, and any Change Order may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of the Proposal and any subsequent modifications signed electronically and/or delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of a manually signed original. Each person executing the Proposal warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs the Proposal.
- 16.11 **Notices.** Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below:
- If to TRC, send to the attention of: the person signing the
Proposal
If to Client, send to the attention of: the recipient
of the Proposal

Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days after written notice thereof to the other Party.

- 16.12 **Remittance Information.** TRC remittance information for making payments is as follows:

U.S. Postal Service:

TRC
Lockbox
PO Box
536282
Pittsburgh PA 15253-5904

Overnight Packages:

TRC
Lockbox
Attn:
536282
307 23rd Street Extension, Suite 950
Pittsburgh, PA 15215
877-550-5933

Wire Instructions (PREFERRED METHOD OF PAYMENT)

Beneficiary Account Name:	TRC Companies, Inc. – Concentration
Beneficiary Account Number:	2232037090
Bank Codes:	
ABA Number:	011500120 (Wires only)
Routing Number:	211170114 (ACH only)
Swift Code:	CTZIUS33
Bank Name:	Citizens Bank
Remittance Detail Email:	ARremitdetail@trccompanies.com
TRC Contact:	Dawn Dostie
Contact Phone Number:	207-660-7222



Attachment 3

2023 Hourly Bill Rates and Reimbursement Table

Personnel	Hourly Rate
Admin Support	\$100
CAD Designer I	\$95
CAD Designer II	\$105
CAD Designer III	\$130
CAD Designer IV	\$140
CAD Manager	\$160
Community Resource Specialist	\$160
Construction Services – Manager	\$95
Construction Services – Manager II	\$110
Construction Services – Manager III	\$130
Construction Services Manager – Senior	\$145
Division Manager	\$250
Engineer	\$110
Engineer I	\$125
Engineer II	\$130
Engineer III	\$140
Engineer IV	\$160
Engineer V	\$170
Project Engineer – I	\$140
Project Engineer – II	\$160
Project Engineer – III	\$180
Project Engineer – IV	\$200
Project Engineer – V	\$210
Project Manager – I	\$160
Project Manager – II	\$185
Project Manager – III	\$205
Project Manager – IV	\$240
Project Technician	\$85
Senior Project Technician	\$95
Survey Crew Leader	\$100
Survey Crew Member	\$65
Survey Crew (2 Persons)	\$165
Project Surveyor – I	\$105
Project Surveyor – II	\$120
Project Surveyor – III	\$140
Survey Technician	\$100
Team Leader I	\$195
Team Leader II	\$210
Team Leader III	\$240
Team Leader IV	\$265
Mileage	\$0.75/mile



NC DEPARTMENT
of COMMERCE
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR
Machelle Baker Sanders
SECRETARY
Kenny Flowers
ASSISTANT SECRETARY

Award Number: SA-248

Hello Ms. Worley,

We are excited to inform you that your community, the Town of Wilson's Mills, has been awarded a grant in the amount of \$49,999 for the project titled "Develop a Comprehensive Utilities Plan for Sewer Feasibility". This grant is awarded through the Rural Transformation Grant Fund administered by the Rural Economic Development Division of the North Carolina Department of Commerce. The requirements of this grant are outlined in the contract agreement for the project which will be e-mailed to the project's contacts via the DocuSign e-signature platform.

If you have questions, please contact REDD staff at ruralconnect@commerce.nc.gov. Congratulations and we look forward to working with you.

Best regards,

A handwritten signature in black ink that reads "Kenny Flowers". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kenny Flowers
Assistant Secretary
Rural Economic Development Division
North Carolina Department of Commerce

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

FY 2023-2024 Budget Preparation Transactions

<u>GL Account Number</u>	<u>GL Account Description</u>	<u>Fiscal Year 2022-2023 Current Budget</u>	<u>Fiscal Year 2022-2023 Year-to-Date</u>	<u>Fiscal Year 2023-2024 STAFF Requested</u>	<u>Fiscal Year 2023-2024 Council Approved</u>	
GOVERNING BOARD - Fund 10						
10-4110-121	Salaries & Wages	\$10,800.00	\$8,100.00	\$10,800.00	\$0.00	
10-4110-181	Payroll FICA	\$827.00	\$619.92	\$827.00	\$0.00	
10-4110-185	Excess ESC Taxes	\$1,541.00	\$1,701.19	\$2,500.00	\$0.00	
10-4110-191	Audit Fees	\$13,000.00	\$12,428.00	\$13,000.00	\$0.00	
10-4110-192	Legal Fees	\$12,000.00	\$14,976.07	\$24,000.00	\$0.00	
10-4110-193	Professional Fees	\$16,375.00	\$17,623.90	\$7,000.00	\$0.00	
10-4110-299	Department Supplies	\$10,000.00	\$10,999.12	\$15,000.00	\$0.00	General supplies for 2 buildings
10-4110-311	Travel Expense	\$1,000.00	\$234.04	\$1,000.00	\$0.00	
10-4110-331	Utilities / Electricity	\$7,300.00	\$5,898.73	\$21,000.00	\$0.00	
10-4110-333	Utilities / LP Gas	\$2,500.00	\$1,371.89	\$5,000.00	\$0.00	Office #1 \$750x12 Office #2 \$1000x12
10-4110-334	Utilities / Water	\$2,030.00	\$1,446.40	\$5,000.00	\$0.00	
10-4110-335	Utilities / Trash Service	\$3,700.00	\$3,610.38	\$5,100.00	\$0.00	\$425 mo x 12
10-4110-336	IT Services			\$40,860.00	\$0.00	Internet, Software, VC3 - Doesn't incl. Cameras & Keyless Entry (those in 10-4110-550)
10-4110-339	Municipal Election Cost	\$0.00		\$2,600.00	\$0.00	
10-4110-359	Tax Collections Fees	\$22,285.00	\$21,253.56	\$23,964.00	\$0.00	
10-4110-395	Education & Seminars	\$1,000.00	\$205.89	\$1,000.00	\$0.00	
10-4110-398	Citizens Academy	\$1,500.00		\$0.00	\$0.00	
10-4110-452	Insurance & Bonding	\$40,258.00	\$40,801.55	\$50,000.00	\$0.00	
10-4110-491	Dues	\$6,000.00	\$3,954.00	\$6,000.00	\$0.00	
10-4110-495	Ordinance Codification	\$1,100.00		\$1,100.00	\$0.00	
10-4110-498	Contingency	\$0.00		\$0.00	\$0.00	
10-4110-550	Capital Outlay Town Hall Up-fit	\$0.00	\$5,000.00	\$400,000.00	\$0.00	
10-4110-552	Capital Outlay Projects	\$25,000.00	\$28,152.20	\$150,000.00	\$0.00	Council Chambers Upfit - Dias, Sound System; Area Cameras, Keyless Entry, Signs
10-4110-690	Donations	\$0.00		\$0.00	\$0.00	See List on Back Page for Projects & Estimated Prices
10-4110-693	Christmas Party	\$1,800.00	\$81.31	\$1,800.00	\$0.00	
10-4110-710	Town Hall - Debt Principal	\$0.00		\$513,501.00	\$0.00	
10-4110-720	Town Hall - Interest	\$0.00		\$4,870.00	\$0.00	
10-4110-800	RESERVE	\$0.00	\$0.00	\$0.00	\$0.00	
10-4110-991	Appropriated Fund Balance	\$0.00		\$0.00	\$0.00	
		\$180,016.00	\$180,458.15	\$1,305,922.00	\$0.00	

**TOWN ADMINISTRATOR /
CLERK / HR DIRECTOR**
Leighanna T. Worley, MMC, NCCMC

**FINANCE OFFICER /
DEPUTY CLERK**
Sherry L. Hudson, CMC, NCCMC

TOWN PLANNER
Wendy Oldham, CZO

CHIEF OF POLICE
A.Z. Williams



MAYOR
Fleta Byrd

MAYOR PRO-TEM
JC Triplett

COUNCILMEMBERS
Randy N. Jernigan
David J. McGowan
Carolyn Dobbin
Tim Brown

TOWN ATTORNEY
Gabriel Du Sablon

Date: September 8, 2023

To: Mayor Fleta Byrd
Mayor Pro Tem J. C. Triplett
Councilmember Carolyn Dobbin
Councilmember David McGowan
Councilmember Randy Jernigan
Councilmember Tim Brown

Re: August 2023 Finance Report

Attached is the August 2023 finance report. The line items should reflect 16.66%.

The revenues are coming in slowly, but they will catch up as soon as the Ad Valorem Taxes start to come in.

Should you have any questions, please feel free to contact me at 919-938-3885 ext. 270.

Best Regards,

Sherry L. Hudson, CMC, NCCMC
Finance Officer/Deputy Clerk

Budget vs Actual

Town of Wilson's Mills

9/8/2023 11:29:54 AM

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Period Ending 8/31/2023

10 General Fund

Description	Budget	YTD	Variance	Percent	
Revenues					
10-3100-120 Vehicle Tax	125,000	24,873.71	(100,126.29)	20%	
10-3100-170 Penalties & Int. on Taxes	2,390	166.00	(2,224.00)	7%	
10-3198-110 Ad Valorem Prior Levies	500	257.58	(242.42)	52%	
10-3199-110 Ad Valorem Current Levy	1,198,188	9,072.57	(1,189,115.43)	1%	
10-3231-310 Sales & Use Tax MONTHLY	563,181	89,381.64	(473,799.36)	16%	
10-3231-311 State Sales Tax Refund	25,000	0.00	(25,000.00)		
Yearly					
10-3315-330 Powell Bill Street Aid	75,000	0.00	(75,000.00)		
10-3322-310 Beer & Wine Taxes	14,157	0.00	(14,157.00)		
10-3322-311 ABC Board - Local	15,113	1,004.85	(14,108.15)	7%	
10-3324-310 Electric Power Tax	66,476	0.00	(66,476.00)		
10-3324-311 Telecommunications Tax	550	0.00	(550.00)		
10-3324-312 Video Tax	6,510	0.00	(6,510.00)		
10-3324-313 Natural Gas Tax	1,977	0.00	(1,977.00)		
10-3431-220 Drug Seizure Revenue	0	0.00	0.00		
10-3431-360 Vest Grant Income	0	0.00	0.00		
10-3431-430 Court Facility Fees	2,569	452.70	(2,116.30)	18%	
10-3431-431 Ticket & Violation Fees	1,000	450.00	(550.00)	45%	
10-3471-410 Open Space Fees	0	0.00	0.00		
10-3491-410 Planning Fees	50,000	13,952.64	(36,047.36)	28%	
10-3491-412 PD Fees	850	115.00	(735.00)	14%	
10-3500-000 KS Bank Loan Proceeds	400,000	0.00	(400,000.00)		
10-3612-411 Festival & Event Income	1,000	116.00	(884.00)	12%	
10-3700-000 PART-F Funding	0	0.00	0.00		
10-3701-001 ARP Act Funding	878,330	0.00	(878,330.00)		
10-3701-002 GRANTS	58,000	0.00	(58,000.00)		
10-3831-000 Interest Earned	1,500	179.15	(1,320.85)	12%	
10-3833-840 Comm. Program Donations	500	0.00	(500.00)		
10-3833-842 Donations to PD	0	0.00	0.00		
10-3839-410 Lot Mowing Fees	0	0.00	0.00		
10-3839-850 Insurance Proceeds	0	6,139.34	6,139.34		
10-3840-800 Misc. Collections/Pet Fees	5,000	3,333.19	(1,666.81)	67%	
10-3991-991 Appropriated Fund Balance	0	0.00	0.00		
10-3991-992 Powell Bill F/B Appropriated	0	0.00	0.00		
10-3991-993 Drug Seizure Appr. Fund	0	0.00	0.00		
Bal.					
Revenues Totals:	3,492,791	0.00	149,494.37	(3,343,296.63)	4%

Departmental Budget vs Actual

Town of Wilson's Mills
9/8/2023 11:30:18 AM

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Period Ending 8/31/2023

Department: 4110 Governing Board

<u>Expenditures</u>					
<u>Description</u>	<u>Budget</u>	<u>YTD</u>	<u>Variance</u>	<u>Percent</u>	
10-4110-121 Salaries & Wages	10,800	1,800.00	9,000.00	17%	
10-4110-181 Payroll FICA	827	137.76	689.24	17%	
10-4110-185 Excess ESC Taxes	2,500	0.00	2,500.00		
10-4110-191 Audit Fees	13,000	0.00	13,000.00		
10-4110-192 Legal Fees	24,000	0.00	24,000.00		
10-4110-193 Professional Fees	7,000	1,366.70	5,633.30	20%	
10-4110-299 Department Supplies	15,000	1,312.41	13,687.59	9%	
10-4110-311 Travel Expense	1,000	0.00	1,000.00		
10-4110-331 Utilities - Electricity	21,000	6,619.32	14,380.68	32%	
10-4110-333 Utilities - LP Gas	5,000	0.00	5,000.00		
10-4110-334 Utilities - Water	5,000	465.60	4,534.40	9%	
10-4110-335 Utilities - Trash	5,100	1,412.28	3,687.72	28%	
10-4110-336 IT Services	40,860	14,790.53	26,069.47	36%	
10-4110-339 Municipal Election Cost	2,600	0.00	2,600.00		
10-4110-359 Tax Collections Fees	23,964	56.17	23,907.83	0%	
10-4110-395 Education & Seminars	1,000	0.00	1,000.00		
10-4110-398 Citizens Academy	0	0.00	0.00		
10-4110-451 Insurance & Bonding	50,000	52,212.70	(2,212.70)	104%	
10-4110-491 Dues	6,000	6,121.34	(121.34)	102%	
10-4110-495 Ordinance Codification	1,100	0.00	1,100.00		
10-4110-498 Contingency	0	0.00	0.00		
10-4110-550 Capital Outlay New TH Up-fit	400,000	42,978.19	357,021.81	11%	
10-4110-552 Capital Outlay Projects	150,000	0.00	150,000.00		
10-4110-690 Donations	0	0.00	0.00		
10-4110-693 Christmas Party	1,800	0.00	1,800.00		
10-4110-710 Town Hall - Principal	513,501	315,306.90	198,194.10	61%	
10-4110-720 Town Hall - Interest	4,870	10,713.70	(5,843.70)	220%	
10-4110-991 Appropriated Fund Balance	0	0.00	0.00		
<u>Total Expenditures for Department</u>	1,305,922	455,293.60	850,628.40	35%	

Departmental Budget vs Actual

Town of Wilson's Mills
9/8/2023 11:30:36 AM

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Period Ending 8/31/2023

Department: 4120 Administration

<u>Expenditures</u>				
Description	Budget	YTD	Variance	Percent
10-4120-121 Salaries & Wages	261,121	47,071.13	214,049.87	18%
10-4120-181 Payroll FICA	19,976	3,582.23	16,393.77	18%
10-4120-182 Retirement	31,596	6,048.64	25,547.36	19%
10-4120-183 Group Insurance	34,800	9,091.92	25,708.08	26%
10-4120-185 Unemployment Tax	0	0.00	0.00	
10-4120-193 Software Purchases	0	0.00	0.00	
10-4120-199 Professional Fees	0	0.00	0.00	
10-4120-251 Gas & Oil	0	51.90	(51.90)	
10-4120-260 Department Supplies	3,500	1,348.34	2,151.66	39%
10-4120-311 Travel	10,000	874.73	9,125.27	9%
10-4120-321 Telephone	600	186.45	413.55	31%
10-4120-325 Postage	500	252.00	248.00	50%
10-4120-359 Contracted Services	0	0.00	0.00	
10-4120-370 Advertising	2,500	1,014.00	1,486.00	41%
10-4120-380 Software Support	0	0.00	0.00	
10-4120-395 Employee Training	9,500	833.00	8,667.00	9%
10-4120-398 Drug Testing	0	0.00	0.00	
10-4120-438 Building Rent	0	0.00	0.00	
10-4120-439 Equipment Rent	7,000	1,656.57	5,343.43	24%
10-4120-491 Dues	1,100	485.00	615.00	44%
10-4120-553 Capital Outlay - Vehicles	0	27,919.34	(27,919.34)	
Total Expenditures for Department	382,193	100,415.25	281,777.75	26%

Departmental Budget vs Actual

Town of Wilson's Mills
9/8/2023 11:30:50 AM

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Period Ending 8/31/2023

Department: 4310 Police

<u>Expenditures</u>				
Description	Budget	YTD	Variance	Percent
10-4310-121 Salaries & Wages	678,762	128,232.09	550,529.91	19%
10-4310-126 Salaries - Part Time	55,100	18,866.94	36,233.06	34%
10-4310-181 Payroll FICA	56,141	11,242.28	44,898.72	20%
10-4310-182 Retirement	88,511	18,059.73	70,451.27	20%
10-4310-183 Group Insurance	95,700	23,661.74	72,038.26	25%
10-4310-184 LEO 401K	33,939	6,368.86	27,570.14	19%
10-4310-185 Unemployment Tax	0	0.00	0.00	
10-4310-199 Professional Services	1,000	350.00	650.00	35%
10-4310-212 Uniforms	5,000	1,024.95	3,975.05	20%
10-4310-213 Vest Expenses	5,000	0.00	5,000.00	
10-4310-251 Gasoline & Oil	84,000	12,303.38	71,696.62	15%
10-4310-252 Tires	3,500	2,033.08	1,466.92	58%
10-4310-260 Department Supplies	5,000	3,313.50	1,686.50	66%
10-4310-265 Ammunition & Guns	3,000	0.00	3,000.00	
10-4310-311 Travel	2,000	0.00	2,000.00	
10-4310-321 Telephone	10,000	1,394.61	8,605.39	14%
10-4310-325 Postage	100	126.00	(26.00)	126%
10-4310-352 Maintenance - Equipment	0	0.00	0.00	
10-4310-353 Maintenance Vehicles	8,000	2,651.51	5,348.49	33%
10-4310-359 Contracted Services	0	0.00	0.00	
10-4310-380 Software Support	0	0.00	0.00	
10-4310-395 Employee Training	1,000	1,276.00	(276.00)	128%
10-4310-398 Pre-Employment Testing	2,000	945.00	1,055.00	47%
10-4310-491 Dues	300	0.00	300.00	
10-4310-495 GHSP Grant Expenses	0	0.00	0.00	
10-4310-550 Capital Outlay - Equipment	8,000	0.00	8,000.00	
10-4310-553 Capital Outlay - Vehicles	100,000	75,003.26	24,996.74	75%
10-4310-610 Comm. Policing Program	1,000	0.00	1,000.00	
10-4310-751 Vehicle - Principal	0	0.00	0.00	
10-4310-753 Vehicle - Interest	0	0.00	0.00	
Total Expenditures for Department	1,247,053	306,852.93	940,200.07	25%

Departmental Budget vs Actual

Town of Wilson's Mills
9/8/2023 11:31:01 AM

Page 1 Of 1

Period Ending 8/31/2023

Department: 4410 Public Works

<u>Expenditures</u>					
<u>Description</u>	<u>Budget</u>	<u>YTD</u>	<u>Variance</u>	<u>Percent</u>	
10-4410-121 Salaries & Wages	95,431	18,171.25	77,259.75	19%	
10-4410-126 Salaries Part Time	0	0.00	0.00		
10-4410-181 Payroll Fica	7,301	1,374.38	5,926.62	19%	
10-4410-182 Retirement	11,548	2,299.87	9,248.13	20%	
10-4410-183 Group Insurance	17,400	4,545.96	12,854.04	26%	
10-4410-212 Uniforms	750	0.00	750.00		
10-4410-251 Gasoline & Oil	5,500	894.67	4,605.33	16%	
10-4410-252 Tires	500	0.00	500.00		
10-4410-260 Department Supplies	12,000	4,966.02	7,033.98	41%	
10-4410-311 Travel	500	0.00	500.00		
10-4410-321 Telephone	500	79.10	420.90	16%	
10-4410-325 Postage	126	63.00	63.00	50%	
10-4410-330 Street Lighting	5,700	982.40	4,717.60	17%	
10-4410-351 Maint. - Bldg. & Grounds	1,000	2,550.19	(1,550.19)	255%	
10-4410-352 Maint. - Equipment	1,000	0.00	1,000.00		
10-4410-353 Maint. - Vehicles	1,000	0.00	1,000.00		
10-4410-359 Contracted Services	0	0.00	0.00		
10-4410-395 Employee Training	1,000	0.00	1,000.00		
10-4410-398 Drug Testing/Vaccines	600	0.00	600.00		
10-4410-439 Equipment Rent	1,000	0.00	1,000.00		
10-4410-491 Dues	600	0.00	600.00		
10-4410-550 Capital Outlay - Equipment	33,600	4,725.54	28,874.46	14%	
10-4410-553 Capital Outlay - Vehicles	0	0.00	0.00		
10-4410-591 Powell Bill Expenditures	75,000	5,031.07	69,968.93	7%	
<u>Total Expenditures for Department</u>	<u>272,056</u>	<u>45,683.45</u>	<u>226,372.55</u>	<u>17%</u>	

Departmental Budget vs Actual

Town of Wilson's Mills
9/8/2023 11:31:20 AM

Page 1 Of 1

Period Ending 8/31/2023

Department: 4910 Planning & Zoning

Expenditures				
Description	Budget	YTD	Variance	Percent
10-4910-121 Salaries & Wages	142,978	27,038.82	115,939.18	19%
10-4910-122 Salaries - Planning Brd.	300	25.00	275.00	8%
10-4910-181 Payroll FICA	10,938	2,030.33	8,907.67	19%
10-4910-182 Retirement	17,301	3,474.45	13,826.55	20%
10-4910-183 Group Insurance	26,100	6,818.94	19,281.06	26%
10-4910-199 Professional Services	10,000	3,242.50	6,757.50	32%
10-4910-251 Gasoline	1,000	153.10	846.90	15%
10-4910-252 Tires	0	0.00	0.00	
10-4910-260 Department Supplies	3,500	649.68	2,850.32	19%
10-4910-265 Repayment Bond Release	0	0.00	0.00	
10-4910-311 Travel	3,000	212.85	2,787.15	7%
10-4910-321 Telephone	1,100	179.09	920.91	16%
10-4910-325 Postage	750	207.09	542.91	28%
10-4910-353 Maintenance - Vehicles	1,000	0.00	1,000.00	
10-4910-359 Contracted Services	6,000	1,901.25	4,098.75	32%
10-4910-370 Advertising	800	48.00	752.00	6%
10-4910-395 Employee Training	4,500	535.00	3,965.00	12%
10-4910-398 Drug Testing	0	0.00	0.00	
10-4910-491 Dues	700	115.00	585.00	16%
10-4910-553 Capital Outlay - Vehicles	0	0.00	0.00	
Total Expenditures for Department	229,967	46,631.10	183,335.90	20%

Departmental Budget vs Actual

Town of Wilson's Mills
9/8/2023 11:31:37 AM

Page 1 Of 1

Period Ending 8/31/2023

Department: 6120 Park & Events

<u>Expenditures</u>					
<u>Description</u>	<u>Budget</u>	<u>YTD</u>	<u>Variance</u>	<u>Percent</u>	
10-6120-321 Telephone	600	86.47	513.53	14%	
10-6120-359 Contracted Services	0	0.00	0.00		
10-6120-693 Festivals / Events	5,000	293.72	4,706.28	6%	
10-6120-694 Seniors Program	0	0.00	0.00		
10-6120-700 WM Dog Park	0	0.00	0.00		
10-6120-710 WM Comm. Park - Principal	0	0.00	0.00		
10-6120-720 WM Comm. Park - Interest	0	0.00	0.00		
10-6120-992 WM Community Park	50,000	9,810.42	40,189.58	20%	
<u>Total Expenditures for Department</u>	<u>55,600</u>	<u>10,190.61</u>	<u>45,409.39</u>	<u>18%</u>	

Budget vs Actual

Town of Wilson's Mills
9/8/2023 11:32:03 AM

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Period Ending 8/31/2023

30 Enterprise Fund

Description	Budget		YTD	Variance	Percent
Revenues					
30-3800-000 Sewer Charges	7,500		1,360.00	(6,140.00)	18%
30-3800-001 Late Fee	500		310.00	(190.00)	62%
30-3831-497 Interest Earned	0		0.00	0.00	
30-3832-000 NSF Fees	0		0.00	0.00	
30-3840-800 Misc. Collections	0		0.00	0.00	
30-3900-910 USDA Rural Development	0		0.00	0.00	
30-3900-911 JoCo. Public Utilities	174,000		0.00	(174,000.00)	
30-3986-030 Transfer from General Fund	0		0.00	0.00	
30-3991-000 Loan Proceeds	0		0.00	0.00	
30-3991-991 Sewer Fund Balance	0		0.00	0.00	
Revenues Totals:	182,000	0.00	1,670.00	(180,330.00)	1%

Budget vs Actual

Town of Wilson's Mills
9/8/2023 11:32:03 AM

Page 2 Of 4

Period Ending 8/31/2023

30 Enterprise Fund

Description	Budget	YTD	Variance	Percent
Expenses				
30-7140-199 Professional Services	45,872	0.00	45,872.00	
30-7140-200 Tapping Fee Refunds	0	0.00	0.00	
30-7140-299 Dept./Office/Misc. Supplies	0	408.00	(408.00)	
30-7140-325 Postage	400	0.00	400.00	
30-7140-359 Contracted Services	0	0.00	0.00	
30-7140-491 Dues	0	0.00	0.00	
30-7140-590 Purchase of Sewer Tap	0	0.00	0.00	
30-7140-591 Sewer Capital Outlay	0	0.00	0.00	
30-7140-710 Debt Principal Payment	0	0.00	0.00	
30-7140-711 Prin.USDA Sewer BOND "A"	38,000	30,397.00	7,603.00	80%
30-7140-712 Int. USDA Sewer BOND "A"	81,965	0.00	81,965.00	
30-7140-713 Prin.USDA Sewer BOND "B"	6,000	0.00	6,000.00	
30-7140-714 Int.USDA Sewer BOND "B"	9,763	0.00	9,763.00	
30-7140-990 Depreciation Exp.	0	0.00	0.00	
30-7140-991 Fund Balance Appropriated	0	0.00	0.00	
30-9860-982 Transfer Out to GF	0	0.00	0.00	
Totals:	182,000	0.00	30,805.00	17%

Budget vs Actual

Town of Wilson's Mills

9/8/2023 11:32:03 AM

Page 3 Of 4

Period Ending 8/31/2023

Expenses Totals:	182,000	0.00	30,805.00	151,195.00	17%
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Request for Council Action

Agenda Item 6c(ii)

TO: MAYOR FLETA BYRD AND TOWN COUNCILMEMBERS
FROM: LEIGHANNA WORLEY, TOWN ADMINISTRATOR
DATE: September 18, 2023
RE: FINANCE POLICY

Attached for your consideration is the Finance Policy for the Town of Wilson's Mills It is as follows:

- (i) Finance Policy – Changed the Purchase Order requirements. Purchases from \$0 to \$1000 will not require a written purchase order. And purchases from \$1000 to \$5000 will require a written purchase order.

ATTACHMENTS:

Above-Finance Policy for the Town of Wilson's Mills

ACTION REQUESTED:

Approve, deny, or table the amendments to the Finance Policy for the Town of Wilson's Mills.



Town of Wilson's Mills

Finance Policy

INTRODUCTION

The Fiscal Procedures Policy is the foundation for fiscal management of the Town of Wilson's Mills' resources guiding the Town Council and Staff in making sound financial decisions and in maintaining the fiscal stability of the Town.

OBJECTIVES

The objectives in development and maintenance of this Fiscal Procedures Policy are as follows:

- To maintain good internal controls in the financial management of the Town,
- To ensure that this adopted policy is implemented in an efficient and effective manner, and
- To link long-term financial planning with short-term daily operations.

OPERATING BUDGET

The Town's annual budget shall be prepared in accordance with North Carolina General Statutes, (hereinafter G.S. § 159). The operating budget shall cover a fiscal year beginning July 1 and ending June 30 and shall be consistent with the N.C. Local Government Budget and Fiscal Control Act. The Town Council shall approve the budget before July 1 of the applicable fiscal year.

I. EXPENDITURES

A. Budget Management

Expenditures are monitored continually throughout the fiscal year. Budgeted funds by department will only be spent for departmental purposes for which they were intended. The annual operating budget ordinance defines staff authorization for operating budget adjustments.

B. Monthly Reporting

In accordance with G.S. § 159-25(a)(3) as often as may be requested financial statements will be provided to the Town Administrator and Town Council. These

reports shall include, but are not limited to, an analysis of fiscal year to date budgeted and actual revenues and expenditures.

C. Fund Transfers

The Finance Officer shall transfer funds to enable the timely completion of the position's mandated responsibilities consistent with adopted budget authorization and as may be amended from time to time. Transfers between operating departments and from general fund to capital projects shall be accomplished only by Town Council authorization. Copies of budget amendments as approved by the Board shall be documented within minutes and maintained by the Town Clerk.

D. Payroll

Payroll preparation shall be the responsibility of the Finance Officer and administered by the Assistant Finance Officer to provide separation of duties required by prudent internal control procedures. Payroll will be administered in accordance with the Personnel Policy of the Town of Wilson's Mills.

II. RESERVE FUNDS

A. Fund Balance

Funds not appropriated for expenditures in a fiscal year are part of the fund balance. In the governmental fund, financial statements fund balance is composed of five classifications designed to disclose the hierarchy of constraints placed on how fund balance can be spent and are as follows:

1. **Non-spendable Fund Balance:** This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.
2. **Restricted Fund Balance:** This classification includes amounts constrained for a specific purpose by external parties such as creditors, constitutional provision or enabling legislation. Restrictions are to be listed by purpose.
3. **Committed Fund Balance:** This classification includes amounts that can only be used for specific purposes approved by a majority vote of the Town Council. Any changes or removal of specific purpose requires majority action by the Council. Action to constrain financial resources must occur prior to year-end, however, the amount can be determined in the subsequent period.
4. **Assigned Fund Balance:** For the General Fund, a portion of fund balance that the Council intends to use for specific purposes. Any amount to be appropriated for subsequent year's expenditures shall be approved during the annual budget adoption process.

5. **Unassigned Fund Balance:** For the General Fund, amounts not classified as non-spendable, restricted, committed or assigned.

B. Minimum Fund Balance Policy

For the General Fund, management shall conduct the business of the Town in such a manner that available fund balance is at least equal to or greater than 20% of budgeted expenditures for the succeeding fiscal year.

Council may appropriate fund balances that will reduce available fund balance below the percentage established above for the purposes of a declared fiscal emergency or other such global purpose as to protect the long-term fiscal security of the Town. In such circumstances, Council will adopt a plan to restore the available fund balances to the policy level within 36 months from the date of appropriation. If restoration cannot be accomplished within such time period without severe hardship to the Town, then Council will establish a different but appropriate time period.

C. Capital Reserve Fund

The Council may establish a Capital Reserve Fund for the purpose of providing capital for substantial improvements in Town infrastructure and/or significant planned asset acquisitions. Monies from this fund shall be expended only for the purpose and to the extent designated by Town Council authorization.

III. BUDGET PREPARATION

A. Annual Budget

The Budget Officer or his/her designee shall prepare annually a budget schedule for submission to the Council setting forth components of the budget process and deadlines for each leading to budget adoption.

B. Budget Schedule

Deadlines in the budget schedule are to include but are not limited to distribution of the budget calendar, departmental budget requests, budget retreat, submission of the draft budget, submission of draft budget with message, public hearing on the budget and adoption of the budget ordinance. The Budget Officer shall formally present the Town's budgets, including budget message at a regular Town Council meeting. Public hearings and Council adoption shall be accomplished in accordance with the North Carolina General Statutes.

IV. ACCOUNTING/FINANCIAL REPORTING

A. Accounting System

The Town will establish and maintain its accounting systems per the North Carolina Local Budget and Fiscal Control Act. Financial systems will be maintained to monitor revenues and expenses monthly.

The Town will place emphasis on maintenance of an accounting system which provides strong budgetary and accounting controls. The system will be designed to provide reasonable assurance regarding both the safeguarding of assets against loss from unauthorized use or disposition, reliability of financial records for preparing financial statements and reports, and maintenance of accountability of assets.

B. Basis of Accounting

All records and reporting will be in accordance with Generally Accepted Accounting Principles and as follows for:

1. **Governmental Funds:** Governmental funds are reported using the modified accrual basis of accounting. Revenue is recognized when it becomes available and measurable. Expenditures are typically recognized in the period in which the liability is incurred except for: (1) significant inventories of materials and supplies that may be considered expenditures either when bought or used; (2) interest on general and special assessment long-term debt that is recognized on the date due; and (3) use of encumbrances.
2. **Enterprise Funds:** Enterprise Funds are reported using the full accrual basis of accounting.

C. Annual Audit

An independent public accounting firm will perform an annual audit and issue an opinion on the annual financial statements and, if required, a management letter detailing areas within the financial process that need improvement. Auditing services and the auditor relationship will be evaluated annually.

V. PURCHASING

Council and staff are committed to ensuring a fair, transparent and accountable process in the purchase of goods and the contracting of services. To that end, ALL purchases made on behalf of the Town of Wilson's Mills shall be authorized by Town Administrator/Finance Officer.

The purpose of this policy is to provide clear guiding principles for the purchasing of materials, equipment and services to assist in ensuring the best value for

taxpayers' money, cost effectiveness, meeting the needs of the community, good management practices and transparency.

A. General Purchasing

The purchasing related activities of Council and staff of the Town of Wilson's Mills shall be conducted in a manner that complies with these general purchasing policies:

1. Open and effective competition and obtaining value for money should be observed in the purchasing of goods and services to ensure optimum quality, price, delivery, and service.
2. Council and staff expect its contractors and suppliers to comply with ethical business standards and practices in its purchasing activities.
3. All staff is required to consistently apply and implement the purchasing policies and procedures contained within this document. Appropriate remedial action shall be taken for non-compliance.
4. Council accepts the responsibility to consistently apply and implement the purchasing policies and procedures contained within this document, pursuant to N.C.G.S. 160A-83 "Local Governing Boards' Code of Ethics."

B. Categories of Purchasing

1. **Petty Cash:** Petty cash is used to meet the need for the purchase of small incidental goods and urgent situations that may arise. Petty cash is limited to \$50 per individual transaction. Splitting of purchases to circumvent the limit or the multiple purchases of the same items over a period of time is not permitted. Petty cash claims are to be approved by the Town Administrator/Finance Officer prior to purchase. Advances from petty cash will require a signed release by the recipient and approved by the Town Administrator/Finance Officer.

The Town Administrator/Finance Officer is delegated authority to determine all matters relating to petty cash.

The Town Clerk will be the guardian/administrator of the petty cash fund box and key.

2. **Purchasing Cards:** The Town Administrator/Finance Officer is authorized on behalf of the Town of Wilson's Mills to make appropriate application for Visa credit Cards. No charge may be made against such credit card(s) unless the Town's budget ordinance includes an appropriation authorizing such charge. The Town Administrator/Finance Officer, Town Clerk, and other staff members as deemed appropriate by the Town Administrator/Finance Officer are

authorized to make charges against the Town's credit card(s). All charges against such credit card(s) shall be paid in full each month. All charges must be verified by itemized receipt or the individual who placed the charge against the credit card will be responsible for paying the charge. Access to the purchasing card may be suspended at the discretion of the Town Administrator.

3. **Reimbursement of Expenditures:** Any Staff or Councilmember requesting reimbursement for expenditures must complete an Expense Form with date, amount, and explanation of costs. All requests for reimbursement must be verified by itemized receipts.

Councilmembers or Staff requesting reimbursement for mileage for attending off-site meetings shall submit the request to the Town Administrator/Finance Officer on an Expense Form with the purpose, date, and description. A print-out from MapQuest (or other similar site showing mileage) or the starting and ending addresses must be submitted along with the Expense Form. Reimbursements will be made at the standard current Internal Revenue Service rate for business mileage.

4. **Purchase Orders:**

- a. Purchase orders will be used as a means of internal control for budgetary purposes. Each Department Head and other individuals will be issued purchase order books as deemed necessary by the Town Administrator/Finance Officer.
- b. Purchases ranging in price from \$0 to \$1000 will not require a purchase order and may be transacted upon the authority of the Department Head.
- c. Purchases ranging from \$1000 to \$5,000 require a purchase order to be approved by the Town Administrator/Finance Officer before the transaction is complete.
- d. Purchases, construction, and construction repair costing more than \$5,000 require a purchase order and must be approved by a majority vote of Council.
- e. Before approving any purchase order, the Town Administrator/Finance Officer must ensure that the appropriate expenditure authority exists and that budgeted and approved funds have been allocated for the purpose of the expenditure.
- f. Purchases during the month of June should be limited in order to process payments and complete fiscal year-end activities. Purchases can be delayed until the new fiscal year which starts July 1 of each year. Purchase orders still open at the end of the fiscal year will continue into the new fiscal year. No purchase orders dated before to July 1st, or services rendered before to July 1st, will be paid after July 1st.

- g. The following purchases do not require a purchase order:
 - i. Advertising for required Public Notices, Employment and Town Promotion,
 - ii. Recurring Dues and Subscriptions as budgeted,
 - iii. Recurring Utilities,
 - iv. General Insurance and Workers Compensation Premiums,
 - v. Postage and postage meter rental,
 - vi. Recurring Service Contracts (copier, computer support, landscaping, waste disposal),
 - vii. Uniform Rentals and related cleaning services,
 - viii. Motor Fuels obtained by use of fleet purchase cards,
 - ix. Salaries and payments for withholdings or contributions from salaries and,
 - x. Professional Services (accounting, physicals, drug testing).

A purchase order should be used for the above items only if the department has a need for tracking historical data. If a purchase order is requested for an item or service that requires a contract, a copy of the completed contract must be attached to the purchase requisition.

5. Invoices and Accounts Payable: Invoices and Accounts Payable items for payment by the Town should adhere to the following regulations except for monthly or previously agreed-upon contracted services (utilities, phones, insurance, quarterly street contract services, etc).

- a. An invoice must be presented for all purchases made on behalf of the Town.
- b. No invoice will be paid until services are rendered or product is received.
- c. All invoices to be paid by the Town shall be approved by the applicable Department Head with the expenditure line noted, prior to submission for payment.
- d. All invoices, including contracted services and payroll payables, shall be signed by the Town Administrator/Finance Officer as being pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
- e. All invoices shall be approved and submitted for payment by the department heads in a timely matter, such that the invoice can be paid and received by the contractor or supplier on or before the due date.
- f. Vendors and employees must report lost or damaged checks as soon as possible. A “stop-payment” will be placed on such checks with the Town of Wilson’s Mills’ banking institution and a

replacement check may be issued at the vendor's or employee's expense for the cost of the "stop-payment" fee from the banking institution. See Town of Wilson's Mills Fee Schedule for fee amounts.

6. **Bid/Quotation Requirements:** A bid/quotation is an external supplier's bid or offer to provide goods or services. The bid/quotation represents a statement of price, terms of sale and description of goods or services offered by the supplier to the Town.

Bids/quotations may be requested either informally or formally in accordance with this policy and subject to financial limits. All bids/quotations must be documented.

Informal bids may be verbally requested; however, documentation must be kept on file.

Formal bid requests shall include a deadline and service or product requirements; and may or may not require advertisements or sealing, depending on LGC (Local Government Commission) requirements and North Carolina General Statutes.

- a. Purchases expected to cost between \$0 and \$2,000 will not require bids/quotations to be gathered, unless otherwise directed by the Town Administrator.
 - b. Purchases expected to cost between \$2,000 and \$5,000 will require a good-faith effort to receive at least three (3) informal bids/quotations before a purchase order may be submitted for approval. In the event that three bids are not received, the Town Administrator can approve purchases without three bids.
 - c. Purchases expected to cost more than \$5,000 will require informal or formal bids in accordance with Local Government Commission and/or North Carolina General Statute regulations. (See N.C.G.S. 143 "State Departments, Institutions, and Commissions") In the event that three bids are not received, the Town Administrator can approve purchases without three bids up to \$30,000.
 - d. Construction or repair contracts expected to cost between \$10,000 and \$30,000 will require a good-faith effort to receive at least three informal bids before the contract is awarded.
 - e. Construction or repair contracts expected to cost in the excess \$30,000 will be in accordance with the North Carolina General Statute bidding regulations (See N.C.G.S. 143).
 - f. Service contracts will be in accordance with the North Carolina General Statute bidding regulations (See N.C.G.S. 143).
7. **Check Disbursements:** Accounts Payable disbursements will be made in advance of invoice due dates to take advantage of payment

discounts, if any, but more importantly to avoid unnecessary late payment fees. Invoices processed through close of business on Wednesday will be included in a weekly check processing typically on Thursday or Friday. Invoices requiring expedited payment will be handled on an individual basis.

8. **Check Signatures:** Town checks shall be signed by two of four different individuals to include the Town Administrator/Finance Officer, Town Clerk, Mayor or Mayor Pro-Tem.

VI. ACCOUNTS RECEIVABLE & CASH DEPOSITS

Council and staff are committed to ensuring a fair, transparent and accountable process when receiving goods and cash payments. To that end, the purpose of this policy is to provide clear guiding principles for the receipt of goods or cash to ensure good management practices and transparency.

A. Receipt Book Distribution

1. Official receipt books for the Town of Wilson's Mills will be distributed and logged in the Town Clerk's office. These receipt books shall serve as the official receipt records for the Town's finances and shall be audited annually. Any other goods or cash receipts are to be turned into a town representative who has been issued an audited Town receipt book.
2. Town staff or appointed representatives will sign for these audited receipt books and will be responsible for the upkeep of said books. These receipt books can and will be reviewed annually during the Town's regular financial audit, or any other time the Town Council or Town Administrator/Finance Officer deems necessary.
3. Completed receipt books will be maintained in the Town's records for so long as directed by the North Carolina Department of Cultural Resources Records & Retention Schedule as adopted by Town Council.

B. Cash Deposits

1. Cash deposits for the Town will be made on a weekly basis, or after a minimum of \$250 has been received in the office, whichever occurs first.
2. Deposits shall be prepared by either the Town Clerk or Deputy Clerk/Assistant Finance Officer, and will require one other staff member to recalculate the deposit slip, recount the money, and initial the deposit slips.

3. Deposits shall be taken to the bank during regular business hours.
4. Deposit records shall be entered into the Town's financial system no more than 2 business days following the deposit.

C. Petty Cash

1. The Town Clerk, Petty Cash Administrator, shall reconcile the cash and receipts monthly, with another staff member recalculating the receipts and cash.
2. Reimbursement requests for Petty Cash shall be taken to the bank by the Town Administrator/Finance Officer, Town Clerk or the Deputy Clerk/Assistant Finance Officer.
3. Once received, all reimbursements to Petty Cash will be counted and recalculated by the Town Clerk and one other staff member, with an initialed receipt tape kept in the box at all times.

D. Banking Relations

1. **Bank Selection:** Banking service providers will be evaluated and selected by the Council through a competitive proposal process.
2. **Review of Banking Relationship:** The Council will review the banking relationship(s) at their discretion, but at least every three years.
3. **Bank Accounts:** The Town will maintain a minimum number of bank accounts to facilitate the movement and investment of funds and for efficient operations.
4. **Account Security:** Collateralization for deposits will be in accordance with Title 20, Chapter 7 of the North Carolina Administrative Code.
5. **Bank Statements:** Bank Statements are received monthly in paper form. The monthly statements are received and held for the Town Administrator to open and review. The Town Administrator shall open, date stamp and sign the monthly statements and give them to the Finance Clerk for reconciliation.

VII. SELL OF SURPLUS PROPERTY

Department Heads are to notify the Town Administrator/Finance Officer of surplus property that needs to be disposed of. Departments may transfer property to other departments, provided that the Town Administrator/Finance Officer has been notified and has approved the transfer. The Town Administrator/Finance Officer shall declare any identified property as surplus with a value less than

\$500. Town Council shall declare any identified property as surplus with a value equal to or greater than \$500.

Duly adopted on this the 18th day of September 2023

Fleta A. Byrd, Mayor

ATTEST:

LEIGHANNA T. WORLEY, MMC, NCCMC Town Clerk

STAFF REPORT



TO: Mayor Byrd and Town Council Members
 DATE: September 18, 2023
 FROM: Wendy Oldham, Planning Director
 SUBJECT: Planning Report – August 2023

SUBDIVISIONS		
SUBDIVISION	TYPE OF REVIEW	STATUS
Millcreek Phase 2 Powhatan Road-Beside Park	Final Inspection Awaiting	Gave Developer Punch List Waiting for Completion
Wilson's Walk Cole Road	Construction Plans Phase 1	Approved Final Plat, recorded & addresses provided for Phase 1; new constr starting
Olive Branch West Olive Road	Final Plat Phase 1 Submitted	Final Plat Approved; new constr starting
Midtown Village Swift Creek Road and Strickland Road-Along 70	Sketch Plan Submitted	Developer working on Site Plan for Submittal for Infrastructure
Cottages at Wilson's Mills Southerland Road/Adjacent to Ives Landing	Final Inspection Awaiting	Waiting on Final Inspection request after Punch List Items addressed
Eason Creek Powhatan Rd-across from Pricket Ln	Final Plat Submitted, Phase 1 only	Split Final Plat into 2 Phases; Phase 1 approved & recorded; permits issued
Crescent Mills Both Sides of Strickland Road	Construction Plans for Phases 7 & 8 and Main Amenity Area Submitted	Phases 1,2,3 - Approved Phases 4,5,6 – Approved
Willis Crossing Wilson's Mills Road and Main St	Construction Plans	Getting ready to start infrastructure
Southerland Mills Southerland Road Across from Ives Landing/End of Hazel Street	Preliminary Plans	Construction Plans Approved
Johnston Farms Phase 2B Marlin Lane/ Waterview Way	Preliminary Plans	Approved with Conditions
Johnston Farms Phase 2B East Abbey Court	Preliminary Plans contingent on Conditional Rezone	Tabled until further notice by developer
Johnston Farms Phase 3 Behind Johnston Farms and end of Jones Road	Waiting of preliminary plans	Waiting on Preliminary Plans; Annexation completed; new rezone received
Wilson's Ridge Wilson's Mills Road beside Town Hall and Kids Country Child Care	Construction Plans	Approved- Infrastructure Being Installed
Toler Property Wilson's Mills Road across from Poplar Creek	Rezone approved	Preliminary Plans submitted; waiting for comments from Engineer

Cobalt Townes Hwy 70 Bus beside East Hampton	Waiting on Preliminary Plans	Early Development Stage/Working with County on Sewer
Tralee Phase 7 Back portion of Tralee	Early Planning Stages	Waiting on Preliminary Plans
Eason Property End of Mitchner Drive	Early Planning Stages	Waiting on Preliminary Plans
STREET TAKEOVER		
Street Name	Subdivision	Linear Feet
N/A	N/A	N/A
RECOMBINATION/SUBDIVIDES		
ADDRESS	ACTION	STATUS
N/A	N/A	N/A
REZONES		
ADDRESS	ACTION	STATUS
End of Jones Rd & Johnston Farms Drive (151 +/- acres)	AG to MU	New rezone received, to be heard before the planning board; on hold currently while working with Planning Director
COMMERCIAL/BUSINESSES		
ADDRESS/PROJECT	USE REQUEST	STATUS
1737 Swift Creek Road	Automobile Restoration	Approved-Building
165 Uzzle Industrial Drive	Office/Storage	Awaiting Final Inspection
SIGN PERMITS		
ADDRESS	BUSINESS/PROJECT	STATUS
N/A	N/A	N/A
SPECIAL USE PERMITS		
ADDRESS/PROJECT	USE REQUEST	STATUS
N/A	N/A	N/A
NON-RESIDENTIAL ZONING PERMITS		
N/A	N/A	N/A
RESIDENTIAL ZONING PERMITS		
USE		#
Single Family Home – New Construction		31
Porch/Deck/Pool/Driveway Extension/Ramp/Additions		2
Accessory Structure		4
Fence		1
Doublewide Mobile Home		0
Rooftop Solar Panels		0
TOTAL		38
FLOODPLAIN DEVELOPMENT PERMITS		
ADDRESS/PROJECT	ACTION	STATUS
N/A	N/A	N/A

ZONING INSPECTIONS/LETTERS	
Completed and Passed- Single Family Homes	0
Completed and Passed-Other	3
Zoning Verification Letters	1
CODE ENFORCEMENT VIOLATIONS	
VIOLATIONS	#
TOTAL	7
Undue Growth	5
Debris/Garbage Clean-Up	2
Nuisance/Junk/Abandoned Vehicles	0
Chickens/Roosters	0
ZONING VIOLATIONS	
VIOLATIONS	#
TOTAL	7
Building without Permit	5
Fence without Permit	0
Unsafe Structure	0
Other Zoning Violation	2
CODE ENFORCEMENT AND ZONING ABATEMENT	
OUTCOMES	#
Abated	7
Final Letter Sent	0
Citations/Fines Issued	\$100
TOWN ABATEMENTS	
Paid Abatements	0

Request for Council Action

Agenda Item 6e(i)

TO: MAYOR FLETA BYRD AND TOWN COUNCILMEMBERS
FROM: EMILY MATTHEWS, EVENTS COORDINATOR
DATE: SEPTEMBER 18, 2023
RE: APPOINTMENT TO EVENTS COMMITTEE – KARON CHANSKI

Attached is a committee appointment application from Karon Chanski. Karon is hoping to be appointed to our Events Committee. She is a vendor at our Farmers Market and is very interested in getting involved with the town.

ATTACHMENTS:

Committee Appointment Application

ACTION REQUESTED:

Vote to approve, deny, or table the appointment of Karon Chanski to the Events Committee

Town of Wilson's Mills

P. O. Box 448

Wilson's Mills, N.C. 27593

919-938-3885 – Office 919-938-1121 - Fax

Application for Committee Appointment

(Please Print When completing the application)

Please indicate below which committee(s) or board(s) you are interested in serving on.

_____ Planning Board

_____ Historic Preservation Committee

X Events Committee

_____ Board of Adjustment

_____ 1st Time Appointment

_____ Reappointment

Full Name: Karon Chanski

Address: P.O. Box 251, Wilson's Mills, NC 27593

Phone Number (Home) NA (Mobile) 802-558-3440

Employer: retired Occupation: retired teacher Eng/mid school

Do you live in the Wilson's Mills Corporate Limits? yes How long? 3+ months

Are you a citizen of the United States? yes How Long? all my life (63+ years)

Have you ever served on any committees or any of the above listed committees or Boards? If so, please list.
No

What do you feel are your qualifications for serving on the committee and why do you think you would be an asset to this committee? I am a vendor at the WM Farm Market, and I believe myself to be creative and organized.

What areas of concern would you like to see the committee address? _____

Signature Karon Chanski Date 9/5/23

Any comments can be written on the back of this page if you need more room to do so.

Appointed to _____ Committee on _____

August 2023 Report

Wilson's Mills Police

Chief AZ Williams

- The Community Service Program currently has one (1) active participant.
- WMPD participated in the annual National Night Out in Smithfield on 8/2/23.
- Chief attended NCACP Training Committee zoom meeting on 8/8/23.
- Ten (10) cameras and three (3) electronic security doors installed at Town Hall by BAS. The cameras will be monitored by WMPD.
- WMPD participated in Labor Day "Booze It or Lose It" (8/28/23 - 9/1/23)
- WMPD provided full-time SRO to elementary school to open new school year.
- WMPD assistance with Hwy 70 construction project continues with no issues.

During this period: Activities - (6,475) Calls for Service – (600)

- Motor Vehicle Accident/Wreck Investigations – 11
- Domestic Dispute - 3
- Disabled Motorists – 12
- Vehicle Stops – 264
- Warnings – 152 Citations - 112
- Arrests – 10 (3 DWI's)
- Alarms – 8
- Animal Complaint calls – 9
- Suspicious Person/Vehicle calls – 8
- Served/Attempted Warrant/Subpoena Service - 15
- Assists of Other Agency type calls (EMS, Fire, LEO) – 46

Daily monitoring and evening checks:

Neighborhoods (4,942) Businesses (1,050) Elementary/School/Daycare (93)
Local Churches (390)

Traffic Enforcement Officer

Domestic Violence Officer

<u>DECEMBER:</u>	<u>TOTAL:</u>	<u>DECEMBER</u>	<u>TOTAL</u>
Traffic Stops	62	Domestic Incidents	13
Vehicle Collisions	1	Follow-ups	59
Traffic Complaints	0	# of Victims Contacted	7
Speed Enforcements	20	# of Arrest Warrants	5
Checking Station	0	Arrests	4
Citations	57	Total Felony Charges	2
Warnings	3	Total Misd. Charges	8
Drugs	0	Search Warrants Executed	0
DWI	1	DV Protective Orders	0
Check in with WMPD	7	Training Hrs.	0
Check in with other	5		
Arrests	1		
GHSP Monthly Pts.	400		

WMPD - Notable Cases

- **Physical domestic trouble in-progress:** On August 10, 2023, units were dispatched to the 100-block of Westchase Drive regarding an active domestic disturbance. A male subject was accused of assaulting his female girlfriend and causing damage to the home. Upon arrival, damage was found, but no visible injuries to the female was observed. The male had left the residence and the female was advised of her options and provided victim service information.
- **Stalking:** Throughout the month of August, a female resident reported multiple stalking incidents after a date with a male she met online. The incidents ranged from veiled threats in the form of text messages, sympathy cards to unwanted telephone contact. Also, during this period, a house two doors down reported two (2) incidents of vandalism that may be related. The investigation is on-going.
- **DWI:** On 8/27/2023 WMPD units were dispatched to three (3) separate motor vehicle accidents caused by a single van. The male driver of the van was visibly impaired and had two small children in his vehicle. The driver was arrested and charged with DWI, Child Abuse, and Open Container. It was later determined that the van was stolen from his employer in Raleigh.
- **Physical Domestic with injuries:** On Thursday 08/31/2023, at approximately 3:23am, WMPD officers responded to a physical domestic disturbance between a mother and daughter. The two had been engaged in a physical fight with blood observed on the mother who lay on the floor. The adult daughter was arrested and charged with Assault.

August 2023

Activities and Calls for Service six (6) month comparison

February:	Activities - (3,381)	Calls for Service – (445)
March:	Activities - (2,887)	Calls for Service – (504)
April:	Activities - (3,694)	Calls for Service – (461)
May:	Activities - (3,549)	Calls for Service – (589)
June:	Activities - (5,066)	Calls for Service – (602)
July:	Activities - (5,944)	Calls for Service – (625)
August:	Activities - (6475)	Calls for Service – (600)

Breakdown by incident type six (6) month comparison

Type of Call	Feb	Mar	April	May	June	July	August
Motor Vehicle Accident/Wreck investigations	16	23	11	9	12	10	11
Domestic Dispute	6	11	8	16	8	10	3
Disabled Motorists	8	5	15	13	21	10	12
Vehicle Stops	154	215	142	245	234	272	264
Arrests	2	7	3	10	1	12	10
Alarms	6	7	10	10	13	2	8
Noise complaint calls	0	2	4	4	1	7	4
Animal Complaint calls	15	4	9	17	15	20	9
Suspicious Person/Vehicle calls	17	14	13	8	10	11	8
Served/Attempted Warrant/Subpoena Service	1	6	11	18	7	21	15
Assists of Other Agency type calls (EMS, Fire, LEO)	30	22	27	21	49	57	46
Total	255	316	253	371	371	432	390

- Arrests include 3 DWI's

Public Works Report

August 2023

Patrick Moore

- **Re-decked small utility trailer**
- **Responded to animal nuisance calls.**
- **Had temp start helping with mowing and trimming Town properties.**
- **Attended staff meetings.**
- **Placed handicap signs at Town Hall.**
- **Mowed and trimmed Community Park.**
- **Reopened Park bathrooms.**
- **Set up Community blessing box at Public Works building.**
- **Mowed and trimmed Town right of ways.**
- **Worked on gators from the LESO program.**
- **Placed inverter in Police Durango.**
- **Placed fire extinguishers in Police cars.**

