



Nash County Board of Commissioners

Regular Board Meeting

Monday, May 4, 2020

Claude Mayo, Jr. Administration Building

3rd Floor - Frederick B. Cooper Commissioners Room

120 West Washington Street

Nashville, North Carolina

Citizens with disabilities requiring assistance to participate in public meetings should contact the County Manager's office.

May 2020 Regular Board Meeting

1. Call to Order
Chairman, Robbie B. Davis

2. Invocation
Commissioner Dan Cone

3. Pledge of Allegiance
Vice Chairman, Wayne Outlaw

4. Approval of Minutes

Regular Meeting Minutes of April 6, 2020 Page 7

Recessed Meeting Minutes of April 8, 2020 Page 19

5. Public Comment

6. Public Hearing on General Rezoning Request Z-200301 to
Rezone 0.24 Acres on White Oak Rd from R-30 (Single &
Two-Family Residential) to R-20 (Medium Density
Residential)
Adam Tyson, Planning Director

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Land Development Plan Map Page 29

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7. Public Hearing on UDO Text Amendment Request A-
200301 to Establish "Event & Conference Venue" as a
Permitted Land Use
Adam Tyson, Planning Director

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Nash County Noise Ordinance (Chapter 16, Article III)	Page 40
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8. Public Hearing for the Expenditure of Economic Development Funds Andy Hagy, Economic Development Director	
Summary of Request	Page 43
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9. Proclamation to Recognize the Week of May 4-9 as Economic Development Week Andy Hagy, Economic Development Director	
Proclamation	Page 44
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10. Housing - Essential Single Family Rehabilitation Loan Program (2020) Patsy McGhee, Assistant to the County Manager	
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11. Contract Amendment 4 for ELJ Inc. for the Northern Nash Water System Project Jonathan Boone, County Engineer - Utilities and Facilities Director	
Summary of Request	Page 62
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12. Nash County Detention Facility Renovation and Expansion	

Project Design Contract
Jonathan Boone, County Engineer/Utilities and
Facilities Director

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Nash County Detention Facility Renovation and
Expansion Design Contract Recommendation Page 66

Nash County Detention Facility Renovation and
Expansion Design Contract Page 67

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13. Hurricane Preparedness Week May 3-9, 2020
Proclamation
Brent Fisher, Assistant Director Fire/Rescue &
Emergency Management

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Proclamation Page 97

-
14. Amendment to Inducement Agreement with Draka 2020
Vince Durham, County Attorney

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-
15. Nash County Discussion with Davenport
Davenport and Company

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-
- 11:00am 16. COVID-19 County Response - TEAMS Conference Call
Zee Lamb, Nash County Manager

-
- 11:00am After
TEAMS
Call 17. Swearing in of the Board of Equalization and Review
Janice Evans, Clerk to the Board

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Equalization and Review Board Procedures Page 101

-
18. Fiscal Year 2020 Audit Contract
Donna Wood, Finance Officer

-
19. Detention Facility Renovations and Expansion Project Ordinance
Donna Wood, Finance Officer

Summary of Request and Project Ordinance

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20. Budget Amendments
Donna Wood, Finance Director

Budget Amendments

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21. Board Appointments
Stacie Shatzer, Assistant County Manager

Summary of Request

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Board Appointment Workbook

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22. Monthly Tax Report
Doris Sumner, Acting Tax Administrator

Summary of Request

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Monthly Tax Report

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23. Tax Refunds
Doris Sumner, Acting Tax Administrator

Summary of Request

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Refund Request

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-
24. Monthly Update on the Detention Center - Facilities
Jonathan Boone, County Engineer, Utilities\Facilities Director

-
25. Monthly Update on the Detention Center - Operations
Sheriff Keith Stone

-
26. Commissioner Comments

-
27. Manager's Report

28. Closed Session

Closed session as permitted by NCGS 143-318.11(a) (3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege; NCGS 143-318.11(a)(4) for the discussion of matters relating to economic development and the location or expansion of industries or other businesses in the County; and NCGS 143-318.11(a)(6) to consider the qualifications and performance of an employee.

29. Recess Meeting Until Tuesday, May 5, 2020 at 9:00am in the Commissioners' Room for Our Budget Work Session

**Nash County
Commissioner's Agenda Information Sheet**

Date: Monday, May 4, 2020

Page 1 of 4
Attachments: 5

Item: Public Hearing on General Rezoning Request Z-200301 to rezone approximately 0.24 acres located on White Oak Road from R-30 (Single & Two-Family Residential) to R-20 (Medium Density Residential).

Initiated By: Adam Tyson, Planning Director

Actions Proposed: Hold a legislative public hearing, adopt a consistency statement, and approve or deny the zoning map amendment.

Notice of Public Hearing:

Mailed Notice: April 20, 2020 (To Property Owners Within 600 Feet)
Published Notice: April 23, 2020 & April 30, 2020 (The Rocky Mount Telegram)
Posted Notice: April 23, 2020 (On the Subject Property)

Property Tax ID: PIN # 374813040389 / Parcel ID # 011533 (Portion – 0.24 Acres)

Commissioner District: District #5 – J. Wayne Outlaw

Description of the Subject Property:

The subject property is the approximately 0.24 acre eastern portion of a 0.34 acre lot in the ownership of Gail Grimes & Anita Liverman located on the north side of White Oak Road off E NC Highway 97 and further identified as Lot 3, Block B of the Mary Hales Griffin Subdivision recorded in November 1963. The site is undeveloped and located between the City of Rocky Mount to the north and Joyners Crossroads to the south.

The subject property is not located in a regulated floodplain, but it is located in the Tar-Pamlico River Basin and the WS-IV-PA Watershed Protection Overlay District.

The property is currently split between two zoning districts. The western portion (approximately 0.10 acres) is zoned R-20 (Medium Density Residential), while the eastern portion (approximately 0.24 acres) is zoned R-30 (Single & Two-Family Residential).

Description of the Rezoning Request:

A. H. Brown Builders LLC, the prospective developer, and the current property owners have jointly submitted General Rezoning Request Z-200301 to rezone the subject property from R-30 (Single & Two-Family Residential) to R-20 (Medium Density Residential). The purpose of the request is to address the currently split zoning by subjecting the entire lot to the land use and dimensional standards of a single zoning district and to provide a slight decrease of the required minimum building setbacks on the eastern side of the lot.

The R-20 Zoning District is “primarily intended to accommodate single-family detached dwellings, Class A manufactured homes, and two-family dwellings in areas where public water and/or public sewer services are available or where soil characteristics allow for medium-density development” (UDO Article IX, Section 9-1.2 E2.)

As demonstrated by the included excerpt from the Table of Permitted Uses found in UDO Article IX, Section 9-3, there are several land uses permitted in the proposed R-20 Zoning District that are not permitted in the current R-30 Zoning District (including boarding and rooming houses, congregated care facilities, and manufactured home parks.)

However, because the total area of this lot (0.34 acres or about 14,810 square feet) does not conform to the standard minimum lot size requirements of either the current or the proposed zoning district, it’s development would be limited to one single-family home only (UDO Article VI, Section 6-2, Subsection 6-2.1 B) and that home could be either a stick-built home, a modular home, or a double-wide manufactured home.

Approval of the rezoning request would slightly reduce the minimum building setbacks required on the eastern side of the lot as shown in the following table:

Type of Building Setback:	Current R-30 Setback Distance:	Proposed R-20 Setback Distance:
Front (Road Right-of-Way)	40 Feet	35 Feet
Side (Property Line)	15 Feet	12 Feet
Rear (Property Line)	30 Feet	25 Feet

Land Development Plan Consistency:

General Rezoning Request Z-200301 is consistent with the recommendations of the Nash County Land Development Plan (LDP) because:

- (1) The LDP designates the subject property as Suburban Growth Area.
- (2) The LDP explicitly supports the rezoning of property within the Suburban Growth Area to the R-20 (Medium Density Residential) Zoning District where both public water and sewer service is available.
- (3) The subject property has access to Nash County public water and sewer service via an existing 6-inch waterline and an existing 8-inch gravity sewer line installed within the immediately adjacent White Oak Road public right-of-way.

Spot Zoning Analysis:

Approval of General Rezoning Request Z-200301 would not be considered “spot zoning” because it would be an expansion of the already existing and immediately adjacent R-20 (Medium Density Residential) Zoning District established along the E NC Highway 97 corridor between the City of Rocky Mount to the north and W Tarboro Road to the south, including the western portion of the subject lot itself.

TRC Recommendation:

The Nash County Technical Review Committee (TRC) considered General Rezoning Request Z-200301 on February 28, 2020 and recommended **APPROVAL** based on its determination that the request is reasonable, in the public interest, consistent with the recommendations of the Nash County Land Development Plan, and not “spot zoning.”

Planning Board Recommendation:

The Nash County Planning Board considered General Rezoning Request Z-200301 on March 16, 2020. No members of the public, other than the applicant, attended the meeting or addressed the Board with regard to this request.

The Planning Board voted unanimously to recommend:

- (1) **APPROVAL of Consistency Statement ‘A’ below** – finding the request to be reasonable, in the public interest, consistent with the recommendations of the Nash County Land Development Plan, and not “spot zoning;” and

- (2) **APPROVAL** of the request to rezone the approximately 0.24 acre subject property to the R-20 (Medium Density Residential) Zoning District.
-

Suggested Motions:

MOTION #1 – ADOPT A CONSISTENCY STATEMENT:

*I move that the Nash County Board of Commissioners adopt **Consistency Statement ‘A’ or ‘B’ (choose one from below)** related to General Rezoning Request Z-200301.*

Consistency Statement ‘A’ (For *APPROVAL*):

General Rezoning Request Z-200301 is:

- (1) Reasonable and in the public interest.
- (2) Consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
 - (a) The LDP designates the subject property as Suburban Growth Area.
 - (b) The LDP explicitly supports the rezoning of property within the Suburban Growth Area to the R-20 (Medium Density Residential) Zoning District where both public water and sewer service is available.
 - (c) The subject property has access to Nash County public water and sewer service via an existing 6-inch waterline and an existing 8-inch gravity sewer line installed within the immediately adjacent White Oak Road public right-of-way.
- (3) Not “spot zoning” because it is an expansion of the already existing and immediately adjacent R-20 (Medium Density Residential) Zoning District established along the E NC Highway 97 corridor between the City of Rocky Mount to the north and W Tarboro Road to the south, including the western portion of the subject lot itself.

--- OR ---

Consistency Statement ‘B’ (For *DENIAL*):

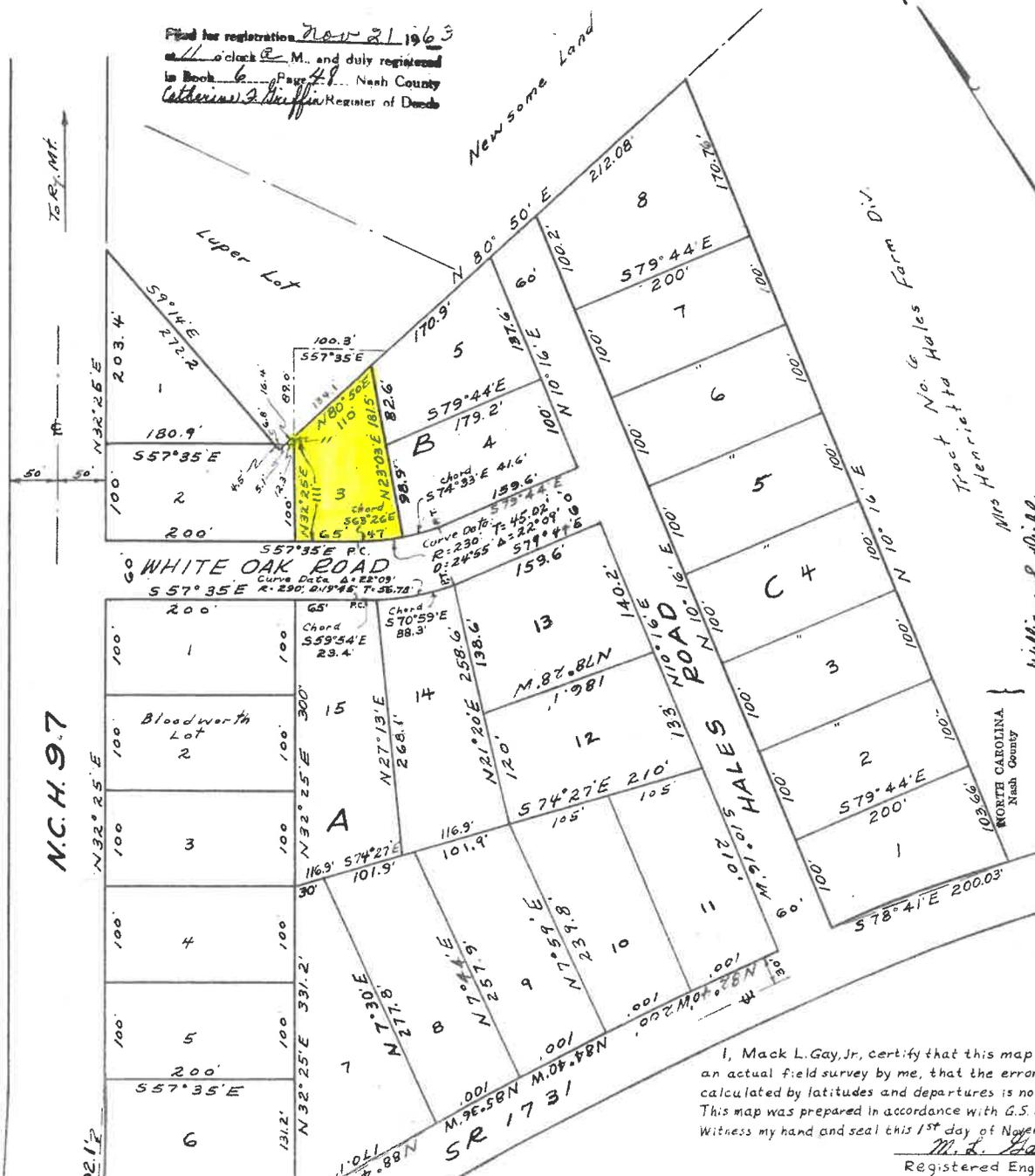
General Rezoning Request Z-200301 is not reasonable and/or not in the public interest and/or not consistent with the recommendations of the Nash County Land Development Plan and/or unreasonable “spot zoning” because: **(List reasons.)**

MOTION #2 – APPROVE OR DENY THE ZONING MAP AMENDMENT:

*I move that the Nash County Board of Commissioners **APPROVE or DENY (choose one)** General Rezoning Request Z-200301 to rezone the subject property to R-20 (Medium Density Residential).*

Filed for registration Nov 21 1963
 at 11 o'clock P. M. and duly registered
 in Book 6 Page 48 Nash County
Catherine A. Griffin Register of Deeds

Filed for registration _____ 19____
 at _____ o'clock _____ M. and duly registered
 in Book _____ Page _____ Nash County
 Register of Deeds



N.C.H. 9.7

Mrs. Henrietta Hales Griffin
 NORTH CAROLINA
 Nash County
 The foregoing certificate of *William S. Gay*
 a Notary Public of *Edgecombe* County
 is adjudged to be correct. Let the instrument with
 the certificates be registered. Witness my hand
 this 21 day of Nov 1963
Elaine S. Robinson
 Deputy Clerk Superior Court.

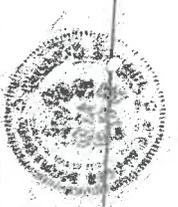
I, Mack L. Gay, Jr. certify that this map was made from an actual field survey by me, that the error of closure as calculated by latitudes and departures is not more than 1:7,000. This map was prepared in accordance with G.S. 47-30 as amended. Witness my hand and seal this 1st day of November 1963.
M. L. Gay, Jr.
 Registered Engineer 2836

Map of Lots of
MARY HALES GRIFFIN

Nash County Near Rocky Mount, N.C.
 Scale: 1" = 100' April 5, 1962 Rev. Nov. 1, 1963
 Office of HUNLEY & GAY, Civil Engineers
 Rocky Mount, N.C.

Note
 Tract No. 7
 Mrs. Henrietta Hales Griffin Div.
 by E. L. Hunley - March, 1957

Sworn to and subscribed before me this 13 day of November 1963.
William S. Gay
 Notary Public
 My commission expires December 8, 1964



**General Rezoning Request Z-200301
Property of Gail Grimes & Anita Liverman
Aerial Photograph**

**Approx. 0.24 Acre
Lot Portion
To Be Rezoned
From R-30 To R-20**

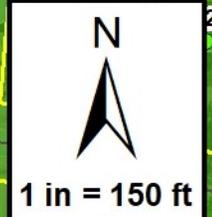


**General Rezoning Request Z-200301
Property of Gail Grimes & Anita Liverman
Zoning Map**

**R-20
(Residential)**

**Approx. 0.24 Acre
Lot Portion
To Be Rezoned
From R-30 To R-20**

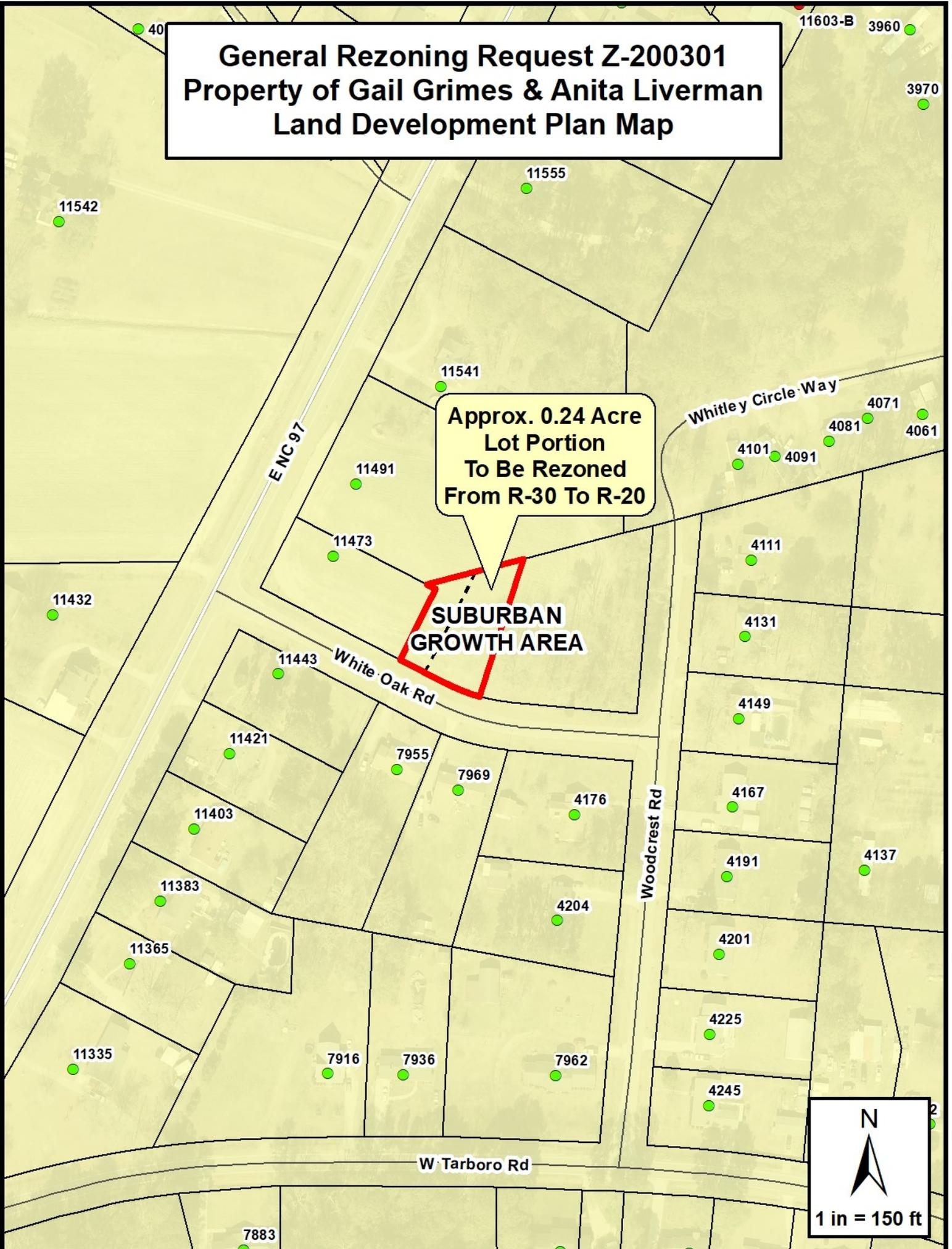
**R-30
(Residential)**



**General Rezoning Request Z-200301
Property of Gail Grimes & Anita Liverman
Land Development Plan Map**

**Approx. 0.24 Acre
Lot Portion
To Be Rezoned
From R-30 To R-20**

**SUBURBAN
GROWTH AREA**



UDO Article IX, Table 9-3-1: Table of Permitted Uses (Excerpt)

Land Use Type	Ref. SIC	Zoning District	
		R-30	R-20
AGRICULTURAL USES			
Agricultural Production (Crops)	0100	P	P
Agricultural Production (Livestock), Except Swine Farms	0200	P	P
Forestry	0810	P	P
RESIDENTIAL USES			
Bed and Breakfast	7011	S	S
Boarding and Rooming House	7021		P
Congregate Care Facility	0000		D
Family Care Home	0000	P	P
Modular Home	0000	P	P
Manufactured Home, Class A	0000	P	P
Manufactured Home Park	0000		S
Patio Homes	0000	D	P
Single-Family Detached Dwelling	0000	P	P
Two-Family Dwelling (Duplex)	0000	P	P
ACCESSORY USES AND STRUCTURES			
Accessory Solar Panel Array (Photovoltaic)	0000	P	P
Accessory Uses and Structures (Customary)	0000	P	P
Emergency Shelter	0000	P	P
Home Occupation	0000	D	D
Rural Family Occupation	0000	S	
Satellite Dish Antenna	0000	D	D
Swimming Pool	0000	D	D
RECREATIONAL USES			
Athletic Fields	0000	S	S
Club	8640	S	S
Country Club with Golf Course	7997	S	S
Golf Course	7992	S	S
Public Park or Recreational Facility, Other	7990	D	D
Swim and Tennis Club	7997	S	S
EDUCATIONAL AND INSTITUTIONAL USES			
Cemetery or Mausoleum	0000	P	P
Church	8661	D	D
Day Care Center, Adult and Child	8320	S	S
Elementary or Secondary School	8211	P	P
Fire Station	9224	P	P
Library	8231	S	S

P = Use permitted by Zoning Permit
D = Use permitted by Zoning Permit with development standards
S = Special Use Permit required
C = Conditional Use Permit required

UDO Article IX, Table 9-3-1: Table of Permitted Uses (Excerpt)

Land Use Type	Ref. SIC	Zoning District	
		R-30	R-20
Nursing and Convalescent Home	8050	S	S
Law Enforcement Station	9221	P	P
TRANSPORTATION, WAREHOUSING, AND UTILITIES			
Radio or Communication Tower Under 60' in Height	0000	P	P
Radio or Communication Tower Over 60' in Height	0000	S	
Solid Waste Disposal (Non-Hazardous), Collection Sites, Convenience Centers, and Transfer Sites	4953	C	
Utility Field Office (Government Owned)	0000	S	
Utility Lines	0000	P	P
Utility Related Appurtenances, Substation	0000	D	D
Water Treatment Plant, Government Owned or Operated	0000	D	
OTHER USES			
Automobile Parking On Same Lot As Principal Use	0000	P	P
Horse Shows	7999	D	
Temporary Construction, Storage or Office; Real Estate Sales or Rental Office (with Concurrent Building Permit for Permanent Building)	0000	P	P
Temporary Hardship Manufactured Home	0000	S	S
Temporary Commercial Construction Office	0000	D	D
Temporary Construction/Repair Residence	0000	S	S
Temporary Emergency Repair Residence	0000	D	D
Turkey Shoots	0000	D	

P = Use permitted by Zoning Permit
D = Use permitted by Zoning Permit with development standards
S = Special Use Permit required
C = Conditional Use Permit required

Item: Text Amendment Request A-200301 to amend the Nash County Unified Development Ordinance in order to define “event and conference venue” as a land use, to permit its development in the A1, RC, & GC Zoning Districts with the issuance of a conditional use permit, and to establish related development standards.

Initiated By: Adam Tyson, Planning Director

Actions Proposed: Hold a legislative public hearing, adopt a consistency statement, and approve or deny the text amendment.

Notice of Public Hearing:

Published Notice: April 22, 2020 (The Enterprise)
April 23, 2020 (The Nashville Graphic)
April 23, 2020 & April 30, 2020 (The Rocky Mount Telegram)

Description of the Proposed Text Amendment:

The Table of Permitted Uses (Table 9-3-1) found in Article IX of the Nash County Unified Development Ordinance (UDO) does not currently include a land use category comparable to an “event and conference venue.” The most similar permitted land use, “private club or recreation facility (other),” is typically associated with amateur sport or hobby membership clubs. When a land use is not specifically listed in the table and it cannot be determined to be similar to another land use listed in the table, then that land use is considered prohibited from development (UDO Article IX, Section 9-3, Subsection 9-3.1 B2.)

Mr. Turner Votipka is the owner of a property that he desires to develop as an “event and conference venue.” Therefore, he has collaborated with the Nash County Planning Staff and Technical Review Committee to submit Text Amendment Request A-200301 in order to define “event and conference venue” as a land use, to permit its development in the A1 (Agricultural), RC (Rural Commercial), and GC (General Commercial) Zoning Districts with the issuance of a conditional use permit, and to establish related development standards.

The proposed text amendment is based on zoning requirements in effect for similar land uses in Franklin County (conference center/retreat facility), Pitt County (retreat/conference center), and Wake County (conference center/retreat house) as well as development standards already currently required by the UDO for other land uses.

Proposed Text Amendment:

(Highlighted Revisions Proposed by Applicant After Planning Board Consideration)

NASH COUNTY UNIFIED DEVELOPMENT ORDINANCE

ARTICLE II: INTERPRETATIONS AND DEFINITIONS

2-4.0 DEFINITIONS

2-4.55(a) Event and Conference Venue. An establishment that is available to the general public for hosting weddings, receptions, conferences, parties, business meetings, social gatherings, and similar indoor or outdoor events.

ARTICLE IX: ZONING

9-3 PERMITTED USES

9-3.1 Permitted Use Table

Table 9-3-1: Table of Permitted Uses

Use Type	Ref. SIC	Zoning Districts			
		A1	O1	RC	GC
RECREATIONAL USES					
Event and Conference Venue	0000	C	C	C	C

C = Conditional Use Permit Required

ARTICLE XI: DEVELOPMENT STANDARDS

11-4 DEVELOPMENT STANDARDS FOR INDIVIDUAL USES

11-4.28b Event and Conference Venue

(A) Where Required

A1, ~~O1~~, RC, and GC districts.

(B) Minimum Area

An event and conference venue shall be located on a property with a lot area of at least ~~five (5)~~ **ten (10)** acres.

(C) Access

Principal access to the event and conference venue must be from a paved collector or higher capacity road.

(D) Separation

(1) The primary structures used to host events and/or any outdoor event use areas shall be located:

(a) No closer than three hundred (300) feet to the property line of an immediately adjacent agriculturally zoned, residentially zoned, and/or residentially used property, unless the property already includes a legally established commercial or industrial land use.

(b) No closer than fifty (50) feet to any the property line of an immediately adjacent office and institutionally, commercially, and/or industrially zoned or used property, provided that the property is not residentially used.

(2) Parking spaces and loading areas may be located within the required separation distance.

(3) Accessory structures with a gross floor area of less than six hundred (600) square feet shall be located in accordance with the standard minimum building setbacks required in the underlying zoning district.

(E) Noise

Noise generated by the event and conference venue shall be in accordance with the Nash County Code of Ordinances Chapter 16, Article III "Noise."

(F) Parking

Adequate parking spaces to accommodate the use of the event and conference venue shall be provided in accordance with Section 11-2 "Off-Street Parking, Stacking, and Loading Areas." Paving of the parking spaces shall not be required due to their irregular use for events.

(G) Screening

All structures, outdoor use areas, and or parking and loading areas associated with the event and conference venue and located within one

hundred (100) feet of an immediately adjacent lot which is agriculturally zoned, residentially zoned, and/or residentially used shall be screened in accordance with Section 11-3.3 (B) "Industrial and Commercial Uses."

Analysis of the Proposed Text Amendment:

The proposed definition for an "event and conference venue" is based on the definition currently used for a "conference center/retreat house" by Wake County.

The amendment proposes the required issuance of a conditional use permit by the Board of Commissioners prior to the development of an "event and conference venue." This process will require a site-specific project review by the Technical Review Committee and the Planning Board before a quasi-judicial public hearing is held. During the public hearing, additional conditions specific to a particular project may be discussed and attached to the permit.

The issuance of a conditional use permit requires a determination that the proposed development:

- (1) Will not materially endanger the public health or safety;
- (2) Will not substantially injure the value of adjoining or abutting property;
- (3) Will be in harmony with the area in which it is to be located; and
- (4) Will be in general conformity with the land development plan or other plans officially adopted by the Board of Commissioners.

The proposed access requirements are based on the current Nash County requirements for a "private club or recreation facility" as well as the Pitt County requirements for a "retreat/conference center," with additional input provided by our local N.C. Department of Transportation District Engineer.

The proposed development standards specifically reference the noise ordinance enforced by the Nash County Sheriff's Office and found in Chapter 16, Article III of the Nash County Code of Ordinances (a copy of which is attached to this report) because law enforcement is better equipped to address after-hours noise violations than the Planning Staff.

The noise ordinance prohibits "loud and raucous noise" as a public nuisance, including electronically amplified sound or music that "annoys, disturbs, injures or endangers the comfort, health, peace, or safety of reasonable persons of ordinary sensibilities within the county limits," particularly before 6:30 a.m. or after 9:30 p.m. Monday through Saturday and before 8:00 a.m. or after 6:00 p.m. on Sunday. Violations of the noise ordinance are punishable as a Class 3 criminal misdemeanor.

The proposed parking requirements would typically require the designation of one (1) parking space per each five (5) persons based on the total design capacity of the

building used to host events. The proposed exemption from the paving requirements is consistent with UDO Article XI, Section 11-2, Subsection 11-2.4 (C)(1)(c) which does not require paved parking for facilities used on a more irregular basis such as churches, private clubs, or nonprofit organizations.

The proposed screening measures invoke the same 25-foot wide natural or planted buffer yard requirement that already applies to any commercial or industrial land use developed within 100 feet of a residentially zoned or used lot.

The Board of Commissioners has previously considered and rejected two somewhat similar text amendment proposals including a request in August 2007 (Case File #A-070902) for a “rural banquet hall” and a request in November 2014 (Case File #A-141001) for a “family function center.” However, the primary objection to those proposals was that the facilities would be permitted for development in the R-40 (Single-Family Residential) Zoning District, something not included in the current request.

If the proposed text amendment were approved, then the property owned by the applicant would have to first be successfully rezoned by the Board of Commissioners to an appropriate zoning district before it would become eligible for the development of an “event and conference venue.”

TRC Recommendation:

The Nash County Technical Review Committee (TRC) considered Text Amendment Request A-200301 on February 28, 2020 and recommended **APPROVAL** based on its determination that the request is reasonable, in the public interest, and not inconsistent with the recommendations of the Nash County Land Development Plan.

Planning Board Recommendation:

The Nash County Planning Board considered Text Amendment Request A-200301 on March 16, 2020. No members of the public, other than the applicant, attended the meeting or addressed the Board with regard to this request.

The Planning Board voted unanimously to recommend:

- (1) **APPROVAL of Consistency Statement ‘A’ below** - finding the request to be reasonable, in the public interest, and not inconsistent with the recommendations of the Nash County Land Development Plan, and
- (2) **APPROVAL** of the request to define “event and conference venue” as a land use, to permit its development in the A1, OI, RC, & GC Zoning Districts with the issuance of a conditional use permit, and to establish related development standards.

Suggested Motions:

MOTION #1 – ADOPT A CONSISTENCY STATEMENT:

*I move that the Nash County Board of Commissioners adopt **Consistency Statement ‘A’ or ‘B’ (choose one from below)** related to Text Amendment Request A-200301.*

Consistency Statement ‘A’ (For APPROVAL):

Text Amendment Request A-200301 is reasonable, in the public interest, and not inconsistent with the recommendations of the Nash County Land Development Plan because the plan does not specifically address an “event and conference venue” as a land use type.

--- OR ---

Consistency Statement ‘B’ (For DENIAL):

Text Amendment Request A-200301 is not reasonable and/or not in the public interest and/or not consistent with the recommendations of the Nash County Land Development Plan because: **(List reasons.)**

MOTION #2 – APPROVE OR DENY THE TEXT AMENDMENT:

*I move that the Nash County Board of Commissioners **APPROVE or DENY (choose one)** Text Amendment Request A-200301 to establish “event and conference venue” as a permitted land use.*

PROPOSED TEXT AMENDMENT REQUEST A-200301
ZONING REQUIREMENTS FOR EVENT & CONFERENCE VENUES
FROM OTHER SURROUNDING COUNTIES

EDGECOMBE COUNTY:

No similar permitted land use.

FRANKLIN COUNTY:

Conference Center / Retreat Facility

- Permitted in commercial zoning districts.
- Permitted in agricultural and high-density residential zoning districts with the required issuance of a special use permit.

Development Standards:

(A) Minimum Lot Size.

Five acres.

(B) Parking.

Shall be provided in accordance with Article 16: "Off-Street Parking and Loading Requirements."

(C) Compatibility.

Shall be determined to be compatible with the neighborhood.

(D) Screening.

Shall be provided in accordance with Article 14: "Landscape Requirements."

(E) Structures.

All structures used for meeting rooms and classrooms shall conform to all applicable local and state health and building code requirements.

(F) Hazardous Materials.

No environmentally damaging or hazardous materials allowed.

HALIFAX COUNTY:

No similar permitted land use.

JOHNSTON COUNTY:

No similar permitted land use.

PITT COUNTY:

Retreat / Conference Center

- Permitted in commercial and industrial zoning districts.
- Permitted in agricultural and R-40 residential zoning districts with the required issuance of a conditional use permit.

Development Standards:

(A) Hours of Operation.

The hours of operation allowed shall be compatible with the land uses adjacent to the facility.

(B) Parking.

The Zoning Administrator shall not grant the permit unless it finds that the parking generated by the facility can be accommodated without undue disruption to or interference with the normal flow of traffic or with the right of adjacent and surrounding property owners.

(C) Location.

Principal access must be from a collector or higher capacity road.

(D) Screening.

Parking lots shall be screened from adjoining single-family residential uses by a buffer yard. The required buffer yard shall comply with the requirements of Section 10(H).

WAKE COUNTY:

Conference Center / Retreat House – an establishment that is available to the general public for hosting weddings, receptions, conferences, parties, business meetings, social gatherings, and similar events. Such establishment includes the use of the property for outdoor events.

- Permitted in commercial and industrial zoning districts.
- Permitted in residential zoning districts with the required issuance of a special use permit.
- No specific development standards.

WARREN COUNTY:

No similar permitted land use.

WILSON COUNTY:

Reception Facilities

- Permitted in B-1 (Highway Business) and B-2 (General Business) zoning districts.

**NASH COUNTY, NORTH CAROLINA
CODE OF ORDINANCES**

Chapter 16 - OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE III. - NOISE

Sec. 16-50. - Penalties.

- (a) Any person who violates this article shall receive an oral or written order from any law enforcement officer to cease or abate the noise immediately; provided, however, that an oral order to cease or abate shall not be necessary with respect to:
- (1) Any violation occurring after 9:30 p.m. on Monday through Saturday, or after 6:00 p.m. on Sunday, and before 6:30 a.m. Monday through Saturday, or before 8:00 a.m. on Sunday; or
 - (2) Any second violation by the same person occurring within 60 days;
- and in such cases the person responsible shall be guilty of a class 3 misdemeanor and may be charged criminally with a misdemeanor violation of this article, punishable by fine or imprisonment to the maximum allowed by general law, and criminal process may be issued, all without an oral order to cease or abate.
- (b) If an oral order to cease and abate is not complied with promptly, the person or persons responsible shall be guilty of a class 3 misdemeanor and may be charged criminally with a misdemeanor violation of this article, punishable by fine or imprisonment to the maximum allowed by general law, and criminal process may be issued.
- (c) In addition to or in lieu of remedies for enforcement authorized in this section, violations of this article may be enjoined and/or abated through equitable remedies issued by any court of competent jurisdiction.

(Code 1996, § 17-55; Ord. of 6-1-1998, art. V)

Sec. 16-51. - Loud and raucous noise prohibited.

The generation or maintenance of any loud and raucous noise within Nash County is hereby declared to be a public nuisance. It shall be unlawful for any person to willfully make, continue, or cause to be made or continued any loud and raucous noise, which term shall mean any sound which, because of its volume level, duration, and character:

- (1) Annoys, disturbs, injures or endangers the comfort, health, peace, or safety of reasonable persons of ordinary sensibilities within the county limits; or
- (2) Interferes seriously with neighboring residents' reasonable use and enjoyment of their properties.

The term "loud and raucous noise" shall include, but shall not be limited to, the kinds of noise generated by the activities enumerated in section 16-52.

(Code 1996, § 17-51; Ord. of 6-1-1998, art. I)

Sec. 16-52. - Prohibited noise activities.

The following acts, as limited by section 16-51 and subject to the exemptions of section 16-53, are hereby declared to be public nuisances in violation of section 16-51, but the acts enumerated in this section shall not be deemed to be exclusive:

- (1) The use or operation of any mechanical or electrical device, apparatus, or instrument to amplify, intensify, or reproduce the human voice, or to produce, reproduce, intensify or amplify any other sound when the sound is of such character, intensity and duration so as to annoy or disturb the quiet, comfort or repose of reasonable persons of ordinary sensibilities.
- (2) The playing or operation of any radio, cassette tape player, compact disk player, or any other sound-producing instrument, device or apparatus installed or located in a motor vehicle when the speaker volume is elevated to such an extent that the sound is clearly audible more than 60 feet from the vehicle. The provisions of this subsection shall apply regardless of whether the vehicle is traveling upon the roads of the county, parked on public or private property or stopped in traffic.
- (3) The sounding of any horn or signal device on any automobile, motorcycle, bicycle, bus or other vehicle, except as a danger signal, so as to create an unreasonably loud or harsh sound, or the sounding of such device for an unreasonable period of time, or the use of siren horns on bicycles, automobiles, or other vehicles except upon automobiles and other apparatus of the sheriff and fire departments or upon authorized emergency service vehicles.
- (4) The playing of any radio, cassette tape player, compact disk player, phonograph, or mechanical or nonmechanical musical or sound-producing instrument in such a manner or with such volume that the sound therefrom creates a loud and raucous noise so as to annoy or disturb the quiet, comfort or repose of reasonable persons of ordinary sensibilities in any dwelling, motel, hotel or other type of residence.
- (5) The use of any automobile, truck, motorcycle or vehicle so as to annoy or disturb the quiet, comfort or repose of reasonable persons of ordinary sensibilities in any dwelling, motel, hotel or other type of residence.

(Code 1996, § 17-52; Ord. of 6-1-1998, art. II)

Sec. 16-53. - Exemptions.

The following acts or activities are exempt from the provisions of this article:

- (1) The use of a permanently installed loud speaker or public-address system at railroad and bus stations or airports to announce the arrival and departure of trains, buses, and airplanes;
- (2) The use of a permanently installed loud speaker or public address system at athletic stadiums to announce athletic contests;
- (3) Any musical chimes or bells emanating from a public or religious institution or facility;
- (4) Sounds emanating from any authorized emergency vehicle responding to an emergency or acting in the time of emergency;
- (5) Noises coming from construction or bona fide agricultural operations; provided all equipment is operated in accordance with any applicable manufacturer's specifications and with all standard equipment manufacturer's mufflers and/or noise-reducing equipment in use and in properly operating condition;
- (6) Landscaping, grading or clearing operations; provided all equipment is operated in accordance with any applicable manufacturer's specifications and with all standard equipment manufacturer's mufflers and/or noise-reducing equipment in use and in properly operating condition;

- (7) Noise emanating from any burglar alarm or security device on any building, dwelling or vehicle, provided such noise terminates within 30 minutes of being activated;
- (8) Noise from any sanitation operations;
- (9) Sounds from or at parades, street fairs or similar festivals sponsored, permitted or sanctioned by the county or any of the municipalities located within the county.

(Code 1996, § 17-53; Ord. of 6-1-1998, art. III)

Sec. 16-54. - Permits for temporary variances.

- (a) Any person desiring relief from any provision of this article shall apply for a permit to cause or create a noise which would otherwise be in violation of this article. Applications for permits must be made in writing to the county sheriff and shall contain information which demonstrates that bringing a source of sound or activity for which the permit is sought into compliance with this article would constitute an unreasonable hardship on the applicant, or on the community, or on other persons.
- (b) In determining whether to tentatively approve a permit or to grant or deny the application, the sheriff shall balance the hardship to the applicant, the community and other persons of not granting the permit against the adverse impact on the health, safety, welfare, and comfort of persons affected, the adverse impact on property affected, and other adverse impacts of granting the permit. Any decision made on appeal by the board of commissioners shall be made on the same basis.
- (c) Any permit granted pursuant to this section shall contain thereon all conditions upon which such permit has been granted including, but not limited to, the effective date, time of day, location, sound-level limits and equipment limitations; provided, however, that no permit shall be issued for a period in excess of 15 consecutive days. Any permit granted under this section may be renewed upon reapplication, following all procedures contained in this section for the initial application. Noncompliance with any condition of the permit shall terminate it and make it subject to the provisions of section 16-50.
- (d) Applications for permits herein shall be processed and decisions made as expeditiously as possible, and in any event before 5:00 p.m. on the fifth business day following the day of receipt. If the application was submitted more than ten days in advance of the event, the permit, alternate permit, or written notice of denial shall be mailed to the applicant. If the application was submitted less than ten days in advance of the event, the sheriff's department shall exercise reasonable diligence in attempting to notify by telephone or other means. Any person aggrieved by action taken on a permit application may file a written notice of appeal, first with the county manager and then with the county commissioners. The notice of appeal must be filed within seven days from the date notice of the action, regardless of the means used to convey such notice, is received by the applicant. The county manager shall act on the appeal as expeditiously as possible. The county commissioners shall hear any appeal taken from the decision of the county manager at its next regularly scheduled meeting. In hearing any appeal, the county manager or the county commissioners may reverse or affirm, wholly or in part, the action of the sheriff, or may grant an alternate permit for a date, time or place different from that requested by the applicant or subject to different requirements or conditions than requested by an applicant. An alternate permit must be accepted in writing within 24 hours after notice that is available.
- (e) The sheriff may revoke any permit issued hereunder for the following reasons or causes:
 - (1) The substantial violation of this section or the terms and conditions of a permit; or
 - (2) A material misstatement of any fact on the application for a permit.

(Code 1996, § 17-54; Ord. of 6-1-1998, art. IV)

**Nash County
Commissioner's Agenda Information Sheet**

Date: Monday, May 4, 2020

page 1 of 1
attachments: no

Item: Public Hearing for the Expenditure of Economic Development Funds

Initiated By: Andy Hagy, Economic Development Director

Action Proposed: Hold public hearing, consider and approve the recommendation of Economic Development funds to be paid to the Town of Nashville for infrastructure improvements.

Description:

Public Hearing: Pursuant to N.C. General Statute 158-7.1, a Public Hearing to consider the use of Nash County Economic Development Inducement funds for the proposed allocation of \$10,000 to Town of Nashville to support the capital improvements for the purposes of job creation and economic development investment in Nash County. The county's financial support will assist in the expansion of fiber optic internet service to the West Nashville Commerce Park on Cooke Rd. and will provide local jobs, investment, through broadband improvements for the Town of Nashville and Nash County.

Recommendation: Consideration of approval of the recommended use of Economic Development Funds after the Public Hearing

**Consideration of the following Budget allocation for Fiscal Year 2019-2020:
(No amendment needed)**

Economic Development Fund		
Expenditure:		
0104920-562102	Inducements	\$10,000

NASH COUNTY BOARD OF COMMISSIONERS PROCLAMATION TO RECOGNIZE MAY 4-9, 2020 AS ECONOMIC DEVELOPMENT WEEK

WHEREAS, created by the International Economic Development Council in 2016, the goal of Economic Development Week (EDW) is to increase awareness for local programs that create jobs, advance career development opportunities and increase the quality of life in communities everywhere; and

WHEREAS, economic development is a big umbrella that encompasses policymaking and programing, business finance, marketing, neighborhood development, business retention and expansion, technology transfer and real estate development; and

WHEREAS, locally Nash County works to grow, diversify, and sustain the economy of Nash County while enhancing the unique, natural and cultural environment. Nash County Department of Economic Development strives to make Nash County known nationally and internationally as a premier business address by creating a competitive business climate; and

WHEREAS, economic, workforce, education, municipalities, chambers of commerce and community leaders collaborate to promote economic well-being and quality of life by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base.

NOW, THEREFORE BE IT RESOLVED, we, the Nash County Board of County Commissioners do hereby proclaim the week of May 4-9, 2020 be recognized as Economic Development Week in Nash County, North Carolina.

This the 4th day of May, 2020.

Robbie B. Davis, Chairman
Nash County Board of Commissioners

ATTEST:

Janice Evans, Clerk to the Board

**Nash County
Commissioner's Agenda Information Sheet**

Date: Monday, May 4, 2019

page 1 of 1
attachments: Yes

Item: Proclamation to Recognize the Week of May 4-9,
2020 as Economic Development Week

Initiated By: Andy Hagy, Economic Development Director

Action Proposed: Approve Request

Description:

This request is for the Nash County Board of Commissioners to recognize the week of May 4-9, 2020 as Economic Development Week in Nash County, NC.

Item: Housing - Essential Single Family Rehabilitation Loan Program (2020)

Initiated By: Patsy McGhee, Assistant to the County Manager

Action Proposed: Approve the Program Policies and Authorize Execution of Administrative Documents

Description:

The North Carolina Housing Finance Agency (NCHFA) has awarded Nash County \$190,000 under the 2020 cycle of the Essential Single Family Rehabilitation Loan Program (ESFRLP20). This program is funded through the NC Housing Trust Fund and HOME funds. No county funds are needed to execute this program.

The ESFRLP20 program targets properties with moderate repair needs which are essential. All eligible households must be located within Nash County (including its municipalities) and have household incomes at or below Nash County's 80% median income mark. (For a family of four, that would be \$44,150.) Households must also be occupied by individuals with special needs (elderly, disabled, veteran, or children with elevated blood lead levels).

ESFRLP20 regulations require that policies be developed for procurement and disbursement, plus client assistance. Proposed policies (attached) include authorization for the County Manager to make revisions to accommodate any future NCHFA updates or needed operational changes. Nash County has used similar policies successfully for a number of SFR and ESFR rounds in the past.

Nash County is scheduled to take ESFR20 applications from July 17 through July 24, 2020, following execution of a Funding Agreement with the NCHFA.

Recommended Actions:

1. Approve the attached Policies; and, 2. Authorize the County Manager to approve individuals for Portal Requisition Approval and Project Access Authorization; and, 3. Authorize the County Manager or his designee to execute documents and reports for administering the 2020 ESFRLP20.

Attachments: ESFRLP20 Nash County Assistance Policy
ESFRLP20 Nash County Procurement and Disbursement Policy

**Nash County
Assistance Policy
For the 2020 Cycle of the
Essential Single-Family Rehabilitation Loan Pool**

What is the Essential Single-Family Rehabilitation Loan Pool?

Nash County has been awarded Membership by the North Carolina Housing Finance Agency (“NCHFA”) under the 2020 Cycle of the Essential Single-Family Rehabilitation Loan Pool (“ESFRLP”). This program provides Members with funds via a “loan pool” to assist with the rehabilitation of moderately deteriorated homes that are owned and occupied by lower-income, special need households. ESFRLP assists eligible households by facilitating aging in place, meeting minimum housing code requirements, promoting long-term affordability, lowering operating costs, and stabilizing pre-1978 homes that include children aged 6 or under whose health is threatened by the presence of lead hazards.

Nash County has been allocated an initial set-aside of \$190,000 which it plans to apply toward the rehabilitation of five houses in Nash County. After demonstrating successful use of the initial set-aside, the County may access additional funds, when available, on a unit-by-unit basis from the ESFRLP loan pool.

This Assistance Policy describes who is eligible for assistance under ESFRLP, how applications for assistance will be ranked, what the terms of assistance are, and how the rehabilitation process will be managed. Nash County has designed the ESFRLP project to be fair, open and consistent with its approved application for funding and with ESFRLP Program Guidelines.

The funds provided by NCHFA come from the US Department of Housing and Urban Development’s (HUD) Federal HOME Investment Partnerships Program. Assistance for construction-related costs (hard costs) will be provided as no interest, no payment loans which are forgiven at the rate of \$5,000 per year. Non-construction-related costs (soft costs including lead/asbestos inspections/clearances, radon testing and environmental reviews) will be provided in the form of a grant.

Who is Eligible to Apply?

There are three major requirements to be eligible for ESFRLP assistance:

- 1) The housing unit to be rehabilitated with ESFRLP funds must be located in Nash County, and must be owner-occupied. The household occupying the unit must have an elderly, disabled, and/or veteran (see definitions) fulltime household member or a child aged 6 or under if there are lead hazards in the home;
- 2) The gross annual household income must not exceed 80% of the Area Median Income for the County (See income limit table on the following page or current annually published HUD HOME Limits.) and;
- 3) The cost of rehabilitation cannot exceed the ESFRLP Program limit of \$30,000 and must include all Essential Rehabilitation Criteria as described in the ESFRLP Administrator’s Manual for the 2020 Cycle (available online at www.NCHFA.com).

Unfortunately, not all homes can be rehabilitated to meet the Essential Rehabilitation Criteria with the limited funding available. Some otherwise-eligible households may be deemed ineligible for assistance because their homes fail this test.

What Types of Houses Are Eligible?

Properties are eligible only if they meet all of the following requirements:

- The property must require at least \$5,000 of improvements to meet ESFRLP Property Standards or the local minimum housing code.
- Site-built and off frame modular units are eligible for assistance. Manufactured housing is eligible for assistance if the foundation and utility hookups are permanently affixed including removal of all transporting equipment (e.g. wheels, axles, tongue) and installation of a full masonry foundation and tie-downs.

- No more than fifty percent (50%) of the total area of the unit may be used for an office or business (e.g. day care). Program funds may only be used to improve the residential portion of mixed-use buildings.
- The property must be free of environmental hazards and other nuisances as defined by all applicable codes or regulations, or any such hazards or nuisances must be corrected as part of the rehabilitation of the home. Nash County’s Rehabilitation Specialist will determine the presence of any known environmental hazards/nuisances on the site and if they can be removed through rehabilitation.
- Properties cannot be located in the right-of-way of any impending or planned public improvements. Nash County staff will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. If needed, the Rehabilitation Specialist will work with the homeowner to make this determination.
- The property cannot be located in the 100-year flood plain (*Nash County will verify whether the property is in the flood plain.*)
- The property must be free of any back taxes or liens in default at the time of application unless a payment plan has been established and payments are current. If the applicant is unsure, he/she should call the Nash County Tax Office at (252) 459-9815 prior to submitting the application. (Taxes will be checked for Nash County and municipalities.)
- The property cannot have been repaired or rehabilitated with public funding of \$30,000 or more within the past 10 years without NCHFA approval.
- Properties that have a known infestation of bed bugs, fleas, mites or any other ectoparasites will not be evaluated until the infestation has been eliminated.
- If the county representative and/or county suspects that the home is being used for criminal activity or homeowners are engaging in criminal activity, the property will not be eligible. Properties that have been approved will be removed from the program if criminal activity is suspected and the homeowner will be required to make restitution to the County.

**2019 Income Limits for Nash County’s
Essential Single-Family Rehabilitation Loan Pool**

Number in Household	30% of Median Income	50% of Median Income	80% of Median Income
1	\$12,500	\$20,800	\$33,250
2	\$14,250	\$23,750	\$38,000
3	\$16,050	\$26,700	\$42,750
4	\$17,800	\$29,650	\$47,450
5	\$19,250	\$32,050	\$51,250
6	\$20,650	\$34,400	\$55,050
7	\$22,100	\$36,800	\$58,850
8	\$23,500	\$39,150	\$62,650

*Income limits are subject to change based on annually published HUD HOME Income Limits.

How are applications ranked?

There are many more ESFRLP-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, Nash County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories. Applications will be ranked according to which receive the most points. If there are more eligible applicants with eligible houses than can be treated with existing funding, Nash County may be able to treat additional houses with unrestricted pool funds. Pool applicants will come from the original applicant list and be considered according to which received the most points. If alternate pool applicants are not identified on the original applicant list and must be solicited, the solicited, eligible, pool applicants will be selected on a first come first to qualify.

<i>Eligibility Criteria</i>	
Owner occupied	
Owner/Occupant 62 years old or disabled	
Veteran full-time household member	
Household income under 80%	
Non-historic (as determined by SHPO)	
<i>Age and Disability</i>	<i>Points</i>
0-62 and disabled	30
63-80 and disabled	50
81+ and disabled	40
62-80 and not disabled	40
81+ and not disabled	30
<u>Household with a child age 6 or under with a reference level of 5 mg per deciliter or higher</u>	20
<u>Household with a child age 6 or under with lead hazards in the home</u>	15
Veteran full-time household member	15
<i>Income</i>	
0% – 30%	15
31% – 50%	10
51% – 80%	8
<i>Bonus Points</i>	
Clear title	18
Estimated LBP < \$8,000	5
No liens or judgments	5
Taxes paid	5

Definitions under ESFRLP are:

- *Elderly*: An individual aged 62 or older.
- *Disabled*: A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- *Head of Household*: The person or persons who own(s) the house.
- *Household Member*: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant*: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of household) who has resided in the dwelling unit for at least 3 months prior to the submission of the family’s application.
- *Veteran*: A person who is a military veteran, is defined as one who served in the active military, naval, or air service (i.e. Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration or its predecessors), and who was discharged or released there from under conditions other than dishonorable. Provide DD-214 form to demonstrate.

Recipients of assistance under ESFRLP will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

What Are the Terms of Assistance Under ESFRLP?

The form of ESFRLP assistance is a 0% interest, forgivable loan covering the hard costs associated with the rehabilitation of the home and a grant for the soft costs. These will be two separate documents or sets of documents.

The Loan: To provide assistance to households selected for the project, NCHFA will create loan documents including a Promissory Note and Deed of Trust covering hard costs for the rehabilitation in an amount not to exceed \$30,000. This loan covering the hard costs remains 0% interest and forgivable at \$5,000 per year for as long as the owner resides in the home or until the balance is reduced to \$0. The term of the loan is dependent upon the loan amount and the number of years it takes to bring the balance of the loan to \$0 when forgiven at \$5,000 per year. For example, if the amount of the loan is \$21,452, then the term is 5 years (\$20,000 forgiven over the first 4 years and \$1,452 forgiven at the end of the 5th year). The maximum term of the typical loan will be six years.

As long as the borrower lives in the home, no payments on the loan will be required. If the recipient prefers, the loan can be paid off at any time to NCHFA, either in installments or as a lump sum payment. Furthermore, under certain circumstances NCHFA may allow assumption or refinancing of the loan. Should an heir inherit the property and choose to live in the house as their permanent residence, they may assume the loan without being income eligible. However, the lien remains on the property. A buyer who may wish to buy the property to live in may assume the loan so long as they can document that they are income-eligible ($\leq 80\%$ AMI). Default can occur if the property is sold or transferred to another person and/or if the borrower fails to use the home as a principal residence, without prior written approval of the North Carolina Housing Finance Agency.

The Grant: To pay for soft costs including application outreach/intake/management, environmental reviews/inspections/testing and project assessment/documentation/ estimating/bidding, NCHFA will create a Grant Agreement not to exceed \$10,000. The grant has no repayment or recovery terms.

What Kinds of Work Will Be Done?

Each house selected for assistance must be rehabilitated to meet ESFRLP Rehabilitation Criteria. That means every house must, upon completion of the rehabilitation:

- meet the more stringent requirements of either NCHFA's Essential Property Standard or the municipal housing codes (These are "habitability standards" which set minimum standards for decent, safe and sanitary living conditions.) Additionally, the home must meet applicable Lead-Based Paint regulations 24 CFR part 35.
- retain no "imminent threats" to the health and safety of the home's occupants or to the home's "structural integrity". (An example of an imminent threat to occupants as well as to the home's structural integrity is an infestation of insects or a crawlspace that is too damp).

These requirements are spelled out in full in the ESFRLP Administrator's Manual which you may view, at reasonable times, upon request, at the Community Development office of Nash County or anytime online at www.NCHFA.com.

In addition to the above items that must be done to satisfy NCHFA requirements, the scope of work may include approved items meant to reduce future maintenance and operational costs or to further protect homes from natural disasters and/or home modifications designed to enable greater accessibility for household members to function more independently as they age.

Once the rehabilitation is complete, major systems in the home that, with reasonable maintenance and normal use, should be capable of lasting another 5 years include: structural support, roofing, cladding and weatherproofing, plumbing, electrical and heating/cooling systems.

Of course, contractors performing work funded under ESFRLP are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to meet NC State Residential Building Code standards. (This does not mean, however, that the whole house must be brought up to current Building Code Standards.)

What About Lead-based Paint?

Until it was discovered to be a health hazard, lead was used for centuries to make house paints. Now we know that lead exposure is a serious problem for everyone and especially small children. Selling lead paint was outlawed in 1978, but many older buildings still contain lead paint and children are still being poisoned.

Under ESFRLP, a lead hazard evaluation must be performed on every home selected for rehabilitation that was built before 1978. The specific type of evaluation and the appropriate lead hazard reduction work performed will depend on the total amount of Federal funds used to rehabilitate the home, as per 24 CFR part 35. If required, lead-based paint hazard reduction and/or abatement will be performed by contractors who are trained and certified to perform such work.

It may be necessary for the household to relocate during the construction process for protection against lead poisoning. If relocation is required, it shall be the responsibility of the homeowner to pay for the relocation.

Who Will Do the Work on the Homes?

Nash County is obligated under ESFRLP to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process.

To meet the requirements, Nash County will conduct a bid process which will allow all vendors qualified (using the Nash County vendor process) to provide quotes, bids or proposals for the product or services needed on each home. For additional information about procurement and disbursement procedures, please refer to the Nash County ESFRLP Procurement and Disbursement Policy for the 2020 Cycle

- All qualified vendors will be invited to bid on each home and the lowest responsive and responsible bidder will be selected for the contract. Every reasonable effort will be made to receive at least three quotes, bids or proposals for the product or services needed.
- All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms.
- Homeowners who know of quality rehabilitation contractors that are not on the approved contractors' registry are welcome to invite them to apply.

What Are the Steps in The Process, From Application to Completion?

You now have information about how to apply for the Essential Single-Family Rehabilitation Loan Pool (ESFRLP) and what type of work can be done through the Program. Let's go through the steps for getting the work done:

- 1. Completing a pre-application form:** Homeowners who wish to apply for assistance must do so by July 24, 2020. *[Applicants after this date will be placed on a list for a review of qualifications only after it is determined that sufficient funds and time remain available once those who applied by the application deadline have been qualified, ranked and their needs determined.]* Proof of ownership and income will be required. Those who have applied for housing assistance from Nash County in the past will not automatically be reconsidered and must complete a new pre-application form.

2. **Client Referral and Support Services** Many homeowners seeking assistance through the Essential Single-Family Rehabilitation Loan Pool may also need other services. If the ESFRLP staff meet the homeowner during the application process, they will provide pamphlets and a list of the agencies with contact information for the resources and programs available in the County. For households that meet the requirements of the pre-application step and qualify to receive assistance through the ESFRLP program, additional verbal discussion will be offered during the Screening of applicants and/or Pre-rehab inspection steps of the program.
3. **Preliminary inspection:** Nash County's Rehabilitation Specialist will visit the homes of eligible households to determine the need and feasibility of the home for rehabilitation.
4. **Screening of applicants:** Applications will be ranked by Nash County based on the priority system outlined on page 3 and the feasibility of rehabilitating the house. Households to be offered assistance will be selected by September 30, 2020. Household income will be verified for program purposes only (Information will be kept confidential.). NCHFA will verify ownership of the property by conducting a title search. From this review, the five most qualified applicants will be chosen according to the priority system described above; the remaining applicants will be placed on a list of alternates in the order that they qualified.] Nash County will then submit to NCHFA an ESFRLP Loan Application and Reservation Request for each potential borrower for approval. Applicants not selected for ESFRLP assistance will be notified in writing.
5. **Written agreement:** A HOME Owner Agreement, between the homeowner and Nash County, will be executed as part of the Loan Application and Reservation Request procedure (that formally commits funds to a dwelling unit). This agreement will certify that the property is the principal residence of the owner, that the post-rehab value of the property will not exceed 95% of the 203(b) limits established by HUD and defines the ESFRLP maximum amount and form of assistance being provided to the homeowner, the scope of work to be performed, the date of completion and the rehabilitation criteria and standards to be met.
6. **Pre-rehab inspection & unit evaluation:** Nash County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The owner should report any known problems such as insect and/or pest infestations, electrical short circuits, blinking lights, roof leaks, etc. Each unit will be evaluated for energy-saving opportunities such as air-sealing and duct-sealing as well as for environmental concerns, such as lead based paint hazards, radon and asbestos.
7. **Work write-up:** The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bids are received from contractors.
8. **Lead and Other Testing:** Nash County will arrange for a certified firm to inspect all pre-1978 constructed homes for potential lead hazards (required) and asbestos hazards (as deemed necessary before or after 1978). All homes will be tested for radon. The owner will receive information covering the results of the tests and any corrective actions that will be needed as part of the rehabilitation.
9. **Bidding:** The work write-up and bid documents will be conveyed to all contractors from the Approved Contractors Registry who will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the County Administrative Building Located at 120 W. Washington Street in Nashville, NC 27856 at a specified date and time, with all bidders invited to attend.
10. **Contractor selection:** Within 7 days of the bid opening the winning bidders will be selected. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, and 3) the specific reasons for the selection, if other than the lowest bidder was selected.

- 11. Loan closing and contract execution:** Loan documents (Promissory Note and Deed of Trust) will be prepared by NCHFA as the lender and executed by the homeowner. *By law, homeowner's have the right to hire legal representation of their choosing at loan closing.* If a homeowner does not have "representation" at the closing, the borrower must sign a NCHFA "Legal Advice Disclosure". Rehabilitation contract documents will be executed by the homeowner and contractor with Nash County signing on as an interested third party prior to the commencement of any construction. Nash County will facilitate with the loan closing and recordation of these documents and forward the recorded documents to NCHFA.
- 12. Pre-construction conference:** A pre-construction conference will be held at the selected applicant's home. At this time, the homeowner, contractor and ESFRLP Nash County program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Nash County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
- 13. Construction:** The contractor is responsible for obtaining and posting all permits for the project before beginning work. Nash County ESFRLP Program staff will closely monitor the contractor during the construction period and local Code Enforcement Officials will inspect the work. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
- 14. Change Orders:** All changes to the scope of work must be approved by the owner, the contractor, Nash County's Rehabilitation Specialist and/or Nash County Program Manager, and the Nash County Manager or Point of Contact and reduced in writing as a contract amendment ("change order"). The owner, contractor and three Nash County personnel must execute any change order agreements to the construction contract.
- 15. Progress payments:** The contractor is entitled to request three partial payments and a final payment. The first partial payment may be requested when the work is 25% complete. The second partial payment may be requested when the work is 50% complete. The third partial payment of 75% may be requested when the project is ready for a punch list inspection. Payment will be made within 15 business days of the receipt of the approved payment request by the Finance Office.
- 16. Closeout:** When the Rehabilitation Specialist and the Homeowner are satisfied that the contract has been fulfilled, the Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work as established by the date on the final pay requisition.
- 17. Post-construction conference:** Following construction, the contractor and the Rehabilitation Specialist will sit down with the Homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment and materials to the homeowner. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for the new equipment, materials and appliances and discuss general maintenance of the home with the Homeowner. The Homeowner will have the opportunity to ask any final questions about the work.
- 18. Final loan amount determination:** If, upon completion of all rehabilitation work, the contract price has changed due to the effect of change orders, NCHFA will prepare an estoppel for a loan reduction or modification agreement for loan increases as necessary at the time of closeout of the unit to modify the loan amount when there is a need for a change order involving a change in the original loan amount). The loan will remain the property of NCHFA, with original documents remaining there for storage and "servicing. Please note that it is the responsibility of the owner to record an estoppel if they wish this to be reflected in the Deed of Trust.

19. The warranty period: It is extremely important that any problems with the work that was performed be reported by the homeowner to the Nash County Rehabilitation Specialist or other representative, as soon as possible in writing. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected free of charge by the Contractor.

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications will be available to the public starting July 17, 2020.
- Applications must be turned in by 5:00 p.m. on July 24, 2020.
- Selection of units will be made by September 30, 2020.
- All rehabilitation work must be under contract by December 31, 2022.
- All rehabilitation work must be completed by June 30, 2023.

How do I request an application?

Contact:

Patsy McGhee, Assistant to the County Manager
Nash County
120 W. Washington Street
Suite 3040
Nashville, NC 27856
Phone: (252) 462-2715 Housing Hotline

Or: Pick up an application at Nash County (Housing & Grants) located at 120 W. Washington St., Suite 3040, Nashville, NC 27856.

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and rehabilitation guidelines are meant to be as fair as possible, Nash County realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Patsy McGhee, Assistant to the County Manager, at (252) 462-2715 within five days of the initial decision and voice his/her concern.
2. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing. A written appeal must be made within 10 business days of the initial decision on an application.
3. Nash County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist, preferably in writing.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to the contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to correct the problem.
3. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be added to the applicant's file and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.
4. If problems persist, the homeowner must put the concern in writing, and a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by Nash County's Assistant to the County Manager.

5. Should the mediation conference fail to resolve the dispute, the Assistant to the County Manager will render a written final decision.

Final Appeal:

After following the above procedures, any applicant or homeowner who remains dissatisfied with Nash County's final decision may appeal in writing to Donna J. Coleman, NCHFA, P.O. Box 28066, Raleigh, NC 27611-8066, (919) 981-5008.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to Nash County employees who are directly involved in the program, the North Carolina Housing Finance Agency, the US Department of Housing and Urban Development (HUD) and auditors.

What about conflicts of interest? No employee or board member of Nash County, or entity contracting with Nash County, who exercises any functions or responsibilities with respect to the ESFRLP project shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Nash County employees, or of Nash County board members, and others closely identified with, may be approved for rehabilitation assistance only upon public disclosure before the Nash County Board of Commissioners and written permission from NCHFA.

What about favoritism? All activities under ESFRLP, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Outreach Efforts of the ESFRLP Program

The County makes citizens aware of the ESFRLP program and other housing rehabilitation opportunities through various service providers and specific outreach efforts. At minimum, the County will advertise or publish an article about the Essential Single-Family Rehabilitation Loan Pool Program via the following media/venues: the Nashville Graphic, at the senior centers, and at social service locations throughout the County, on the County's website and through the local nutrition programs such as meals on wheels.

Who can I contact about the ESFRLP program? Any questions regarding any part of this application or program should be addressed to:

Patsy McGhee, Assistant to the County Manager
Nash County
120 W. Washington Street
Suite 3040
Nashville, NC 27856
Phone: (252) 462-2715 Housing Hotline

Mike Barnette, Program Manager
McDavid Associates, Inc.
3714 N. Main Street
P.O. Drawer 49
Farmville, NC 27828
Phone: (252) 753-2139

The County Manager is authorized to amend this Assistance Policy as needed for effective program execution.

This Assistance Policy is adopted this 4th day of May, 2020.

Robbie Davis, Chairman
Nash County Board of Commissioners

Attest:

Janice Evans
Clerk to the Board

Nash County
Procurement and Disbursement Policy
For the 2020 Cycle of the
ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL

PROCUREMENT POLICY

1. To the maximum extent practical, Nash County promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's (NCHFA) Essential Single-Family Rehabilitation Loan Pool (ESFRLP). Bids are invited from Contractors who are part of the County's approved contractor registry. Any current contractor listed with and approved by the County and in good standing (i.e. no unresolved past performance issues and not listed on the federal or state debarred list) will receive automatic approval status on the Approved Contractor Registry.
2. To be listed in the Approved Contractor Registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the County's Rehabilitation Specialist and submit proof of insurance.
3. At least three eligible contractors on the County's Approved Contractor Registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means: (a) the contractor is deemed able to complete the work in a timely fashion, (b) the contractor has not been suspended or debarred, and (c) there is no conflict of interest (real or apparent).

All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms; only those contractors with this certificate on file will be invited to bid on pre-1978 homes.

4. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
5. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job, including instructions for distribution and receipt of bids. Contractors will be given no less than seven days in which to inspect the property and prepare bid proposals. Each contractor will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted in the Nash County Administrative Building at 120 W. Washington Street, Nashville, NC 27856 at a specified date and time, with all bidders invited to attend.
6. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
7. The County reserves the right to reject any or all bids at any time during the procurement process.
8. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, electronic bids and the like. Should such methods ever become necessary, the transaction will be well documented. In the event phone bids are used, Nash County will call the first three responsive contractors on the approved contractor

list who have indicated a desire to be on the telephone call list. The County will track who has been called and responsive, and will rotate through the full list before beginning the rotation again.

9. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend. Within 7 days of the bid opening, after review of bid breakdowns and construction schedules, the winning bidders will be selected. All bidders and the homeowner will be notified in writing of: 1) the selection of the winning bid, 2) the amount of the winning bid, and 3) the specific reasons for the selection, if other than the lowest bidder was selected.
10. The contractor is responsible for obtaining a building permit for the project before beginning work. The permit must be posted at the house during the entire period of construction. If applicable, the contractor will obtain a permit for lead hazard related activities. Nash County ESFRLP staff will closely monitor the contractor during the construction period to make sure that the work is being completed according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Local Code Enforcement Officials will inspect the work for compliance with the NC State Building Code and the local minimum housing code, when applicable. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
11. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract including at minimum, the homeowner, the contractor and two representatives of the County. The change order must also detail any changes to the original contract price and completion date.
12. No work may begin prior to a contract being awarded and executed and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work. At this time, the homeowner, contractor and ESFRLP Nash County program representatives will discuss the details of the work to be completed. Starting and ending dates will be finalized, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home. Within 24 hours of the pre-construction conference, Nash County will issue a "proceed order" formally instructing the contractor to commence work by the agreed-upon date.
13. Nash County is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and/or disability.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the County's Rehabilitation Specialist, (b) the local building or minimum housing code inspector when applicable and (c) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.
2. The contractor is entitled to request three partial payments and a final payment. The partial payments may be requested when the work is 25%, 50% and 75% complete. When a payment is requested, the Rehabilitation Specialist will inspect the work within three days, determine percentage of job completion and calculate a payment based on 90% of the total work completed.
3. Following construction, the contractor and the Rehabilitation Specialist will meet with the Homeowner in a post-construction conference. At this conference the contractor will hand over all owner's manuals and warranties on equipment and materials to the homeowner and be available to answer homeowner questions.
4. Project Closeout: When the contractor declares the work complete, the Rehabilitation Specialist will thoroughly inspect the work. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of final payment. If the contractor fails to correct the work to the satisfaction of the County's Rehabilitation Specialist, payment may be withheld until the work is deemed satisfactory. (Contractors may follow the County's Essential Single-Family Rehabilitation Loan Pool Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy). The Homeowner, Project Administrator and Rehabilitation Specialist will sign off on the work. After receipt of the contractor's final invoice, inspections, certificate of completion and lien releases, the final payment will be ordered. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work as approved after inspection by the Rehabilitation Specialist.
5. The County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
6. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The County Manager is authorized to amend this Policy as needed.

This Procurement and Disbursement Policy is adopted this 4th day of May, 2020.

Attest

Robbie Davis, Chairman
Nash County Board of Commissioners

Janice Evans
Clerk to the Board

CONTRACTORS STATEMENT:

I have read and understand the attached Nash County Procurement and Disbursement Policy.

BY: _____

COMPANY

NAME:

WITNESS:

**Nash County
Commissioner's Agenda Information Sheet**

Date: Monday, May 4, 2020

page 1 of 1
attachments: yes

Item:	Contract Amendment 4 for ELJ Inc. for the Northern Nash Water System Project
Initiated By:	Jonathan L. Boone, Director of Public Utilities & Facilities
Action Proposed:	Approve

Description:

The Public Utilities and Facilities Department has received a change order request for three additional items on the Northern Nash Water System Project that are needed in order to move forward with completing phase 1 of this project. These items include additional compensation related to directional drills through rock at six (6) locations and the creation of two bid items related to trench rock on the project (trench rock removal at \$100 per yard and equipment mobilization at \$1,500 per occurrence).

A copy of the proposed change order outlining the additional work elements is attached.

Recommended Action:

Staff is recommending that Commissioners approve the proposed amendment to the contract.

To: Zee Lamb, County Manager

CC: Stacie Shatzer, Assistant County Manager

From: Jonathan Boone, Director of Public Utilities and Facilities

Date: April 27, 2020

Subject: Northern Nash Water System Project, ELJ Inc. Change Order 4 Request

As referenced in conjunction with the submittal of change order 3, staff has been working with The Wooten Company and ELJ Incorporated regarding a request for additional compensation associated with a number of rock drills on the Northern Nash Water System Project. Although the contractor initially requested an additional \$250,342 in compensation for drills at six (6) locations where rock was encountered, the contractor ultimately reduced this request to \$176,778. This request was in addition to the \$149,820 included in the base bid for work at these locations.

At the completion of our monthly Project Coordination Meeting on March 11, 2020, we revisited this request. When this issue was first discussed in September 2019, the county had offered to compensate ELJ Incorporated based on the highest bid price received when bids were opened. This would have resulted in an increase of \$106,680. In order to avoid potential litigation and acting in good faith, the county offered to increase this offer to \$141,729 when the team met on March 11th. While less than that amended request amount, ELJ ultimately accepted the county's offer.

In addition to the rock drills, a decision was made to establish two new pay items related to rock removal. More specifically, it is recommended that pay item 63 be created in the contract to address the mechanical removal of trench rock by mechanical means to include a unit price of \$100 per cubic yard and an estimated quantity of 50 cubic yards. It is also recommended that pay item 64 be established to compensate ELJ for the mobilization of such equipment at a cost of \$1,500 per mobilization. The intent would be to only mobilize such equipment as it appears cost effective to do so (and no more than two mobilizations are anticipated).

Based on the above, it is recommended that the County Commissioners approve the attached change order and authorize the Chair of the County Commissioners and/or the County Manager to execute same on behalf of the county. Should you require any additional information regarding this request, however, please advise.

Change Order

No. 04

Date of Issuance: March 18, 2020

Effective Date: March 18, 2020

Project: Northern Nash Water System – Contract 1 - Linework	Owner: Nash County	Owner's Contract No.:
Contract: Water Line Installation	Date of Contract: April 8, 2019	
Contractor: ELJ, Inc.	Engineer's Project No.: 2511-DI	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Establish New Pay Item #63 – Mechanical Removal of Trench Rock By Excavator, Hammer and /or other mechanical means (includes but not limited to removal and replacement with select fill); 50cy estimate added to contract

Unit Price of \$100/CY x 50cy = \$ 5,000.00 ADD

Establish New Pay Item #64 – Mobilization of equipment for mechanical rock removal (2 ea. est.)

Unit Price of \$1500 each x 2ea = \$ 3,000.00 ADD

Establish New Pay Item #65 -- Additional compensation for Directional Drills 43, 13, 49, 29, 15, 23 – L.S. = \$ 141,729.00 ADD

Total Change: \$ 149,729.00 ADD

Attachments (list documents supporting change):

Justification, Description of pay items and Documentation of Costs from ELJ attached

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 5,746,250.00

[Increase] [Decrease] from previously approved Change Orders No. 01 to No. 02:

\$ 170,130.09

Contract Price prior to this Change Order:

\$ 5,916,380.09

[Increase] [Decrease] of this Change Order:

\$ 149,729.00

Contract Price incorporating this Change Order:

\$ 6,066,109.09

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 420

Ready for final payment (days or date): 450

[Increase] [Decrease] from previously approved Change Orders No. 01 to No. 02:

Substantial completion (days): 30

Ready for final payment (days): 30

Contract Times prior to this Change Order:

Substantial completion (days or date): 450

Ready for final payment (days or date): 480

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 450

Ready for final payment (days or date): 480

RECOMMENDED

By: [Signature]
Engineer (Authorized Signature)

Date: 3-27-2020

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 3/27/20

Date: _____

**Nash County
Commissioner's Agenda Information Sheet**

Date: Monday, May 4, 2020

page 1 of 1
attachments: yes

Item:	NCDF Renovation and Expansion Project Design Contract
Initiated By:	Jonathan L. Boone, P.E.
Action Proposed:	Approve

Description:

The County Commissioners approved the selection of Moseley Architects to assist with Phase 1 of the improvements identified in the 2020 Jail Needs Assessment during their regularly scheduled meeting on April 6, 2020. Based on this selection, Moseley Architects has submitted the attached contract which provides for the design, permitting, bidding, contract administration, and construction observation services required to move forward with these improvements.

Recommended Action:

It is recommended that the County Commissioners approve the attached contract and authorize the County Manager execute same on behalf of the county.

To: Zee B. Lamb, County Manager

CC: Stacie Shatzer, Assistant County Manager

From: Jonathan L. Boone, P.E., Director of Public Utilities & Facilities

Date: April 28, 2020

Subject: NCDF Renovation and Expansion Project Design Contract

As you will recall, the County Commissioners approved the selection of Moseley Architects to assist with Phase 1 of the improvements identified in the 2020 Jail Needs Assessment during their regularly scheduled meeting on April 6, 2020. Since this time, we have worked with Moseley Architects to prepare a contract, scope, and fee for this work. More specifically, the attached contract that provides for the design, permitting, bidding, contract administration, and construction observation required to retrofit one of the existing dorms with lockdown cells with approximately 27 beds and to expand the facility to include an additional 94 bed housing unit in the northwest quadrant of the facility.

Based on the scope of services outlined above, Moseley Architects has provided a draft contract in the amount of \$792,220. Based on an anticipated construction cost of \$10,014,052, the proposed fee is roughly 8% of this amount and is consistent with industry standards for the proposed scope of work.

It is important to note that the County Attorney has also reviewed the attached contract and is comfortable with the provisions included in the document. With this in mind, it is recommended that the County Commissioners approve the attached contract and authorize the County Manager execute same on behalf of the county.

Should you require any additional information regarding this recommendation, please advise.



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of April in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Nash County, North Carolina
120 W. Washington Street
Suite 3072
Nashville, North Carolina 27856
Telephone Number: 252-459-9800

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Moseley Architects P.C.
6210 Ardrey Kell Road
The Hub at Waverly
Suite 425
Charlotte, North Carolina 28277
Telephone Number: 704-540-3755

for the following Project:
(Name, location and detailed description)

Nash County Detention Facility Additions and Renovations
Nashville, North Carolina

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

In accordance with Needs Assessment Study, dated February 2020

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The existing facility located at 120 W. Washington Street, Nashville, North Carolina

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined as the Project progresses

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

To be determined as the Project progresses

.2 Construction commencement date:

To be determined as the Project progresses

.3 Substantial Completion date or dates:

To be determined as the Project progresses

.4 Final Completion date or dates:

To be determined as the Project progresses

.5 Other milestone dates:

To be determined as the Project progresses

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

A stipulated sum construction contract with a single Contractor pursuant to competitive bidding.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Mr. Zee Lamb, Nash County Manager

Nash County, North Carolina

120 W. Washington Street

Suite 3072

Nashville, North Carolina 27856

Telephone Number: 252-459-9800

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Not Applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

~~.1 Geotechnical Engineer:~~

Not Applicable

~~.2~~ Civil Engineer:

~~.3~~ Other, if any:

—(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Daniel R. Mace, AIA, Vice President
Moseley Architects P.C.
6210 Ardrey Kell Road
The Hub at Waverly
Suite 425
Charlotte, North Carolina 28277
Telephone Number: 704-540-3755

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Moseley Architects P.C.

.2 Mechanical Engineer:

Moseley Architects P.C.

~~.2 Mechanical~~ .3 Electrical Engineer:

Moseley Architects P.C.

.4 Plumbing Engineer:

Moseley Architects P.C.

~~.3 Electrical~~ .5 Civil Engineer:

Appian Consulting Engineers, PA
Post Office Box 7966
154 Roundabout Court
Rocky Mount, North Carolina 27804

§ 1.1.11.2 Consultants retained under Supplemental Services:

.1 Design for food facilities:

Not Applicable

.2 Acoustics:

Not Applicable

.3 Technology:

Not Applicable

.4 Roofing:

Not Applicable

.5 Cost Consulting:

Not Applicable

.6 Fire Protection:

Moseley Architects P.C.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital ~~data~~data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 Subject to the standard of care set forth in Section 2.2 for applying professional judgment to the information used or relied upon, Architect and its Consultants may use and rely upon design elements, technical standards, test results, and all other information ordinarily or customarily furnished or published by others, including, but not limited to, specialty contractors, manufacturers, fabricators, and suppliers.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than a combined single limit one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. ~~The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The ~~usual and customary~~ Architect's Basic Services consist of those ~~described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services indicated in Section 1.1.11.1 and as described in this Article 3. Services not indicated in Section 1.1.11.1 and not set forth in this Article 3 are Supplemental or Additional Services.~~

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3.1 The Owner and Architect are aware that many factors outside the Architect's reasonable control may affect the Architect's ability to complete the services to be provided under this Agreement. The Architect will perform these services with reasonable diligence and expediency consistent with sound professional practices. For purposes of this Agreement, such factors include, but may not be limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, pandemics, epidemics, quarantines, or other local, state, or national declared emergencies; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's representatives, contractors or consultants; or discovery of any hazardous substances or differing site conditions or other similar or reasonably unforeseen events. Notwithstanding the above factors, Architect reserves the right to seek common law defenses as may be applicable if such services are adversely affected.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written ~~approval~~ acceptance.

§ 3.1.5 The Architect ~~shall~~ shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of the submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date, may, if agreeable to both parties, require a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between the applicable laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Architect shall notify the Owner of the nature and impact of such conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve this conflict.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review ~~the program and~~ other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. ~~The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.~~

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall

also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals; competitive bids;~~ (2) confirming responsiveness of ~~bids or proposals; bids;~~ (3) determining the successful ~~bid or proposal, if any; bid;~~ and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. ~~facilitating the distribution of Bidding Documents to~~ distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to, prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 ~~If the Bidding Documents permit substitutions, upon~~ Upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

1. ~~facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
2. ~~organizing and participating in selection interviews with prospective contractors;~~
3. ~~preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
4. ~~participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 ~~If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of ~~either the Owner or Contractor~~ the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Contractor's design professional shall verify the accuracy, adequacy, and suitability of the performance and design criteria. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Architect, Provided in Phase I Study</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>

§ 4.1.1.13	On-site project representation	<u>Owner</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Owner</u>
§ 4.1.1.19	Tenant-related services	<u>Owner</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3 Exhibit A	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment Furniture design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants Energy Modeling	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services Life Cycle Cost Analysis and Energy Modeling as Design Tool	<u>Not Provided</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is ~~provided below.~~ provided.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is ~~provided below.~~ Refer to Exhibit A

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 ~~If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. of the Architect~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(Twenty - eight (28)~~ visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(Thirty (30))~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.1.1 The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or ~~defect~~ defect(s) or suspected defect(s) in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of ~~Service~~ Service or in the Architect's professional services, so that the Architect may be afforded the opportunity to address such alleged fault or defect(s). Failure by the Owner to promptly notify the Architect in writing of the discovery or suspicion of such fault or defect(s) shall relieve the Architect of liability for any damages caused by the fault or defect(s) in excess of the damages that would have been incurred if the Owner had given prompt notification to the Architect when such fault or defect(s) were first discovered or suspected by the Owner, and the Architect had promptly corrected such fault or defect(s)..

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit for the Owner, but also carries with it associated risks. Such risks include, but are not limited to, the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.17 The Architect shall be entitled to rely upon the proper performance by the Owner's Representative (OR) of the items on the DR&A list (a list of duties, responsibilities and authority) and shall bear no responsibility to the Owner or its representative(s) for any opinions, directions, or decisions given by the Owner and OR.

§ 5.18 **If the** Owner retains the services of a Value Engineer (VE), or similar entity, to review the plans prepared by the Architect, these services shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. All recommendations of the VE shall be given to the Architect for review, and adequate time shall be provided for the Architect to respond to these recommendations. If the Architect objects to any recommendations made by the VE, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner, despite the Architect's objections, requires the incorporation of changes in the Construction Documents, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect which arise in connection with or as a result of the incorporation of such design changes required by the ARTICLE-Owner.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 ~~If, through no fault of the Architect,~~ If the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 For existing facilities inasmuch as the renovation of an existing building requires that certain assumptions be made regarding existing conditions, the Architect shall not be responsible for additional construction cost or other damages due to hidden conditions in an existing facility which are uncovered during the progress of the construction, and which could not have been reasonably anticipated or known.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner ~~warrant~~ agree that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the

Architect, and the Architect makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 ~~The~~ Upon full payment of all sums due or anticipated to be due Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed and sealed construction documents prepared by the Architect and the electronic files, the signed and sealed hard-copy construction documents shall govern.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of ~~action~~ action, including indemnity and any statutes of limitations and repose, against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~four~~ six (6) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, ~~except as specifically provided in Section 9.7. Agreement.~~

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.~~ ~~mediation.~~ A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~ termination including Reimbursable Expenses then due.

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 Termination Fee:~~

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 ~~and Section 9.7.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction. No headings or numbering of Sections or Paragraphs in This Agreement shall be interpreted or construed to change or modify the duties and obligations of Owner or Architect.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~other.

§ 10.4 ~~If Pursuant to 10.11, if~~ Pursuant to 10.11, if the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual ~~relationship with,~~relationship, third-party rights or benefits, with or a cause of action in favor of, ~~a third party of a third party person or entity~~ against either the Owner or the Architect. The Architect's services, Instruments of Service, and work product required under this Agreement are being performed and are intended solely for the Owner's use and benefit.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall

survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 ~~COMPENSATION~~

~~§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:~~ 10.10 If, due to the Architect’s negligence, a required item or component of the Project is omitted from the Architect’s construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

~~.1—Stipulated Sum~~

~~§ 10.11 The Architect shall not be required to sign any documents that would result in the Architect having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain, or that in any way might increase the Architect’s risk or the availability or cost of its~~
~~—insurance. (Insert amount)~~

~~.2—Percentage Basis~~

~~—(Insert percentage value)~~

~~— () % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

10.12 The Architect agrees to maintain all documents, including electronic documents, related to the Project for a period of not less than seven (7) years, in a reasonably accessible manner consistent with the Architect’s internal document retention policy.

~~.3—Other~~

~~—(Describe the method of compensation)~~ § 10.13 The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

ARTICLE 11 ~~COMPENSATION~~

~~§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3,~~ 11.1 For the Architect’s Services described herein, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods (Insert amount)~~

~~of compensation apply.)~~ Compensation shall be the lump sum of Seven Hundred Ninety-Two Thousand, Two Hundred Twenty and 00/100 Dollars (\$792,220.00)

§ 11.2 Not Used

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

~~(Insert amount of, or basis for, compensation.)~~

Compensation for additional site visits, over the twenty-eight (28) provided for in Section 4.2.3.2, upon written authorization of Owner, shall be the sum of Four Thousand and 00/100 Dollars (\$4,000.00) each.

Compensation for other Additional Services, if required, shall be as mutually agreed as Additional Services are required.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20 %), or as follows:

~~(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)~~

§ 11.5 ~~When compensation for Basic Services is based on a stipulated sum or a percentage basis, the~~ The proportion of compensation for each phase of services shall be as follows:

<u>Schematic Design Phase</u>	<u>15%</u>			
<u>Design Development Phase</u>	<u>20%</u>			
<u>Construction Documents Phase</u>	<u>40%</u>			
<u>Procurement Phase</u>	<u>05%</u>			
<u>Construction Phase</u>	<u>20%</u>			
<hr/>				
<u>Total Basic Compensation</u>	<u>100%</u>			
<hr/>				
<u>Schematic Design Phase</u>	-	percent (-	%)
<u>Design Development Phase</u>	-	percent (-	%)
<u>Construction Documents Phase</u>	-	percent (-	%)
<u>Procurement Phase</u>	-	percent (-	%)
<u>Construction Phase</u>	-	percent (-	%)
-				
<hr/>				
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>

§ 11.6 ~~When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

§ 11.6.1 ~~When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Schedule of Hourly Billing Rates Calendar Year 2020

<u>Principals</u>	<u>\$235.00</u>
<u>Architects</u>	
Senior Project Manager	<u>\$207.00</u>
Project Manager	<u>\$162.00</u>
Architect	<u>\$155.00</u>
Project Designer	<u>\$103.00</u>
<u>Security and Detention Design</u>	
Security Design Specialist	<u>\$195.00</u>
<u>Engineering Director</u>	
<u>Mechanical/Electrical/Plumbing/Engineering</u>	
Senior Engineer	<u>\$181.00</u>
Engineer/Designer	<u>\$148.00</u>
Intern Technician	<u>\$103.00</u>
<u>Structural Engineering</u>	
Senior Engineer	<u>\$162.00</u>
Engineer/Designer	<u>\$135.00</u>
Intern Technician	<u>\$103.00</u>
<u>Corrections Planner</u>	
<u>Criminal Justice Consultant</u>	
<u>Construction Administration</u>	
Construction Administrator	<u>\$155.00</u>
<u>Specification Writer</u>	
<u>Sustainability Planning</u>	
Sustainability Planning Director	<u>\$181.00</u>
Energy Analyst	<u>\$152.00</u>
Sustainability Coordinator	<u>\$135.00</u>
<u>Interior Design</u>	
Interior Designer	<u>\$103.00</u>
<u>Administrative</u>	
	<u>\$72.00</u>

Rates are subject to change on January 1 of each year.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as

follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the ~~Project~~Project (unless specifically included in the Basic or Supplemental Services);
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ~~(\$)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~(\$)~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

8 % eight percent per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding and final dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 Neither the Architect nor the Architect's consultants have offered, intends to offer, or shall be required to offer, any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a result of the Owner and Architect entering into this Agreement.

12.2 NON-DISCRIMINATION. During the performance of this Agreement, the Architect agrees as follows:

12.2.1 The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12.2.2 Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

12.2.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient compliance with this provision.

12.2.4 The Architect agrees to include the provisions of 12.2.1, 12.2.2, and 12.2.3 above in every subcontract over \$10,000 so that the provisions will be binding upon each subcontractor.

12.3 During the performance of this Agreement, the Architect agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement in which the employees of the Architect are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

12.4 The requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Federal accessibility laws and regulations are not part of, or necessarily compatible with, state or local laws, codes and regulations governing construction. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of submission to building authorities, and as they apply to the Project. Therefore, the Architect recommends the Owner obtain appropriate legal counsel with respect to compliance with the appropriate disability access laws.

12.5 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom the Architect is legally liable. Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others that they are not legally liable.

12.6 Architect's Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

12.7 The Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety and compliance with all Construction Documents and directions from Owner or building officials.

12.8 Only upon the written request or direction of Owner, any value engineering, substitutions, or other cost-reduction effort or analysis that results in similar evaluations, is performed on this Project, the Architect shall provide its opinion to the Owner with respect to proposed or requested changes in materials, products, systems, or equipment. The Architect shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested change(s). The Owner acknowledges that such changes may result in a reduction in the quality and performance of the materials, components, or project. Accordingly, the Architect shall not be responsible for such reduction in performance by incorporating such value engineered, substituted, or otherwise incorporated materials, products, systems, or equipment into the Project.

12.9 If the Owner directs the Architect to specify any product or material after the Architect has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Architect.

12.10 The Architect and/or its consultant will prepare a plan indicating the locations for known existing subsurface infrastructure with respect to assumed locations of existing underground improvements. Such services by the Architect and/or its consultant will be performed in a manner consistent with the Architect's professional standard of care. However, such plans may not identify all existing underground infrastructure and that the information upon which the Architect reasonably relies may contain errors or may be incomplete. Therefore, the Owner agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Architect for damages to existing underground infrastructure and improvements resulting from subsurface penetrations in locations established by the Architect that are based on properly filed and available records of said existing underground infrastructure.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

—(Insert the date of the E203-2013 incorporated into this agreement.)

—

- 3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement: Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- 4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Architect's Proposal dated April 15, 2020 and attached hereto.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mr. Zee Lamb, Nash County Manager
Nash County, North Carolina-
(Printed name and title)

ARCHITECT (Signature)

-Daniel R. Mace, AIA, Vice President
Moseley Architects P.C.
(Printed name, title, and license number, if required)



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 15:02:27 ET on 04/28/2020 under Order No. 6822004161 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

**Nash County
Commissioner's Agenda Information Sheet**

Date: Monday, May 4, 2020

page 1 of 1
attachments: yes

Item: Hurricane Preparedness Week May 3-9, 2020,
Proclamation

Initiated By: Brent Fisher, Assistant Director Fire/Rescue &
Emergency Management

Action Proposed: Support the Statewide Hurricane Preparedness Week.

Description:

May 3-9, 2020, is Hurricane Preparedness Week in North Carolina. This week the National Weather Service and the North Carolina Department of Public Safety are teaming up to bring this preparedness campaign to all of North Carolina's residents. June 1st marks the beginning of the 2020 Hurricane Season and ends November 30th.

This year's Hurricane Preparedness Week campaign has seven (7) topics to focus on, a different theme each day. They are:

- Sunday – Determine Your Risk
- Monday – Develop an Evacuation Plan
- Tuesday – Assemble a Disaster Kit
- Wednesday – Get an Insurance Checkup
- Thursday – Strengthen Your Home
- Friday – Help Your Neighbor
- Saturday – Complete a Written Plan

With warmer weather upon us, now is the time to prepare for hurricane season. If each North Carolina resident would take a few moments this week to learn about these topics, then we would all be better off, if and when a hurricane threatens our area and the likelihood of injury and fatalities caused by hurricanes could be minimized.

Recommendation:

Support the Statewide Hurricane Preparedness Week Proclamation.

HURRICANE PREPAREDNESS WEEK

BY THE COMMISSIONERS OF NASH COUNTY
A PROCLAMATION

WHEREAS, hurricanes and tropical systems have impacted every North Carolina county with disastrous results; and

WHEREAS, North Carolina is repeatedly one of the leading states nationally for overall damage from hurricanes; and

WHEREAS, hurricanes and tropical storms can cause life-threatening hazards such as flooding, storm surge, destructive winds, tornadoes and landslides; and

WHEREAS, flooding claims lives every year, usually when motorists attempt to drive through flooded roadways, and

WHEREAS, insurance companies suggest residents review and update their homeowners or renter's insurance policy to ensure it includes coverage for flooding, accidental damage and natural disasters; and

WHEREAS, people are less likely to be injured when they have prepared ahead of time and know what to do when a hurricane threatens; and

WHEREAS, people should prepare their personal emergency supply kit to use at home or during an evacuation with enough food and water to sustain the members of their household for three days or longer, and should know their evacuation routes and comply with local and state authorities when asked to evacuate; and

WHEREAS, the ReadyNC.org website is available to help people make emergency preparedness plans and provide current weather and traffic conditions; and

WHEREAS, the National Weather Service, local and state government officials all work together before and during a hurricane or tropical storm to reduce the dangers posed to lives and property and provide a quick, effective response to these storms; and

WHEREAS, the observance of Hurricane Preparedness Week by Nash County residents provides better protection from the dangers of hurricanes and tropical storms;

NOW THEREFORE BE IT RESOLVED, that the Nash County Board of Commissioners does hereby proclaim the week of May 3-9, 2020, as "**HURRICANE PREPAREDNESS WEEK**" in Nash County. We encourage all county residents to plan and prepare by assembling their personal emergency supply kits and updating their emergency plans.

This the 4th day of May, 2020.

ATTEST:

Robbie B. Davis, Chairman
Nash County Board of Commissioners

Janice Evans, Clerk to the Board

Nash County
Commissioner's Agenda Information Sheet

Date: Monday, May 4, 2019

page 1 of 1
attachments: Yes

Item:	Amendment to Inducement Agreement Draka 2020
Initiated By:	Vince Durham, County Attorney
Action Proposed:	Approve the Amendment

Description:

Draka has requested a one-year extension to meet its required capital expenditures under the original Inducement Agreement. They also estimate that their landlord at this second Draka location in Nash County will spend at least 10 million dollars in capital expenditures for an expansion to serve Draka.

Recommendation:

Approve the amendment

Nash County
Commissioner's Agenda Information Sheet

Date: Monday, May 4, 2020

page 1 of 1
attachments: no

Item: Presentation by Davenport & Company, LLC

Initiated By: Donna Wood, Finance Officer

Action Proposed: No Action

Description:

Davenport & Company, LLC is the financial advisor for Nash County.

In preparation for the upcoming FY2020/2021 budget and moving forward with various capital projects throughout the County, Davenport will present information related to Nash County's credit rating, general fund history, debt profile and draft five-year Capital Improvement Plan.

The May 4, 2020 Discussion Material is available in Board Effects Library.

**Nash County
Commissioner's Agenda Information Sheet**

Date: May 4, 2020

page 1 of 1
Attachments: yes

Item: Board of Equalization and Review

Initiated By: Doris Sumner, Acting Tax Administrator

Action Proposed: Hearing of any value appeals presented to the Board

Description:

In compliance with North Carolina General Statute 105-322 the Nash County Board of Equalization and Review will meet to hear upon request any and all taxpayers who own or control taxable property assessed for taxation in Nash County with respect to the valuation of such property.

**General Order of Business
2020 Nash County Board of Equalization and Review
May 4, 2020**

- Swearing In By Clerk of Court
- Meeting called to order by Chairman Davis
- Chairman indicates that Board is ready to hear first case and instructs Clerk (Tax Administrator to proceed)

General outline of appeal format:

A- Option 1 - If there are appeals docketed with Tax Office to be heard:

1. Clerk or Representative of Tax Office indicates the subject parcel with a brief description, type of property, location, previous assessed value, new assessed valuation under dispute and etc...
2. Chair asks for appellant to come forward and state his/her case
3. Board members ask questions of taxpayer/appellant and tax office rep if needed
4. **After further discussion the Board may vote on the appeal and render a decision. Should the board need to delay its decision for further discussion or investigation the Taxpayer/Appellant will be dismissed and advised that he/she will receive notification of Board's decision within 30 days of the adjournment date of June 1, 2020.**
5. Chairman instructs Tax Administrator to introduce the next appeal and the previous process is repeated and etc...(Note after all docketed appeals are heard, the chair would proceed to B- Option 2 #1 instructions as follows:

B- Option 2 - If there are no appeals docketed with Tax Office:

1. Chair asks if there is anyone present who wishes to have an appeal heard
 - a. **If no one comes forward**, the Chair would entertain a motion to recess the meeting until it's previously scheduled 2nd meeting date of June 1, 2020.
 - b. **But if someone does come forward**, the Board would hear their appeal after which time the tax office may likely request that it be allowed to review the appeal information brought forward by the appellant. This would allow the tax office staff to either work the appeal out with the taxpayer administratively, if practical, and either way, the tax office would report back to the Board at the June 1, 2020 meeting. Then proceed to number 6 below:
6. **At end of this meeting:** The Chairman would ask for a motion to recess the Board of E&R until the June 1, 2020 meeting.

Nash County
Commissioner's Agenda Information Sheet

Date: Monday, May 4, 2020

page 1 of 1
attachments: No

Item: FY 2019-2020 Audit Contract

Initiated By: Donna Wood, Finance Officer

Action Proposed: Approval of FY2019-2020 Audit Contract

Description:

The Local Government Commission requires the governing body to approve the audit contract annually. This audit contract is with Thompson, Price, Scott Adams & Co., P.A.. The cost of the audit and preparation of the annual financial statements for FY2019-20 contract is set at \$48,500.

This audit contract is a standard local government audit contract and is available in Board Effects Library. There are no changes in the scope of work from the FY2018-19 amended contract (including the additional Medicaid testing) or changes in language in the contract affecting Nash County.

**Nash County
Commissioner's Agenda Information Sheet**

Date: Monday, May 4, 2020

page 1 of 2
attachments: no

Item: Detention Facility Renovations and Expansion –
Capital Project Ordinance

Initiated By: Donna Wood, Finance Officer

Action Proposed: Approve Project Ordinance

Description:

The attached project ordinance is submitted for approval for Nash County Detention Facility Renovations and Expansion Capital Project.

Based on the recommendations included in the report prepared by Moseley Architects, the Nash County Board of Commissioners plan to proceed with implementation of Phase 1. The estimated cost of Phase 1 is \$10,000,000.

Phase1 improvements include retrofitting one of the existing dormitories to provide a 27 bed celled unit, various renovations and several mechanical system upgrades in the older portion of the facility, as well as the construction of an addition to the detention facility intended to provide for up to 94 additional beds and related containment cells.

Current funding for the project will be available from a transfer of funds from the General Fund of \$1,000,000 if approved in the budget amendments with plans to finance the project and reimburse the General Fund once financing is approved and received.

The attached project ordinance is presented for approval.

**NASH COUNTY, NC
DETENTION FACILITY RENOVATIONS AND EXPANSION
CAPITAL PROJECT ORDINANCE**

BE IT ORDAINED BY THE Nash County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby amended:

Section 1. The project authorized is the Detention Facility Renovations and Expansion Capital Project for the purpose of renovations to the existing Nash County Detention Facility and new construction.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of this ordinance and all rules and regulations within North Carolina General Statutes as it pertains to capital projects, grant projects, and the budget contained herein.

Section 3. The following revenue is anticipated for this project:

1480600-498100	Transfer from General Fund	\$ 1,000,000
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Section 4. The following expenditures are projected:

1484323-559110	Architectural Services	\$ 792,220
1484323-557003	Surveying and GEO Tech	\$ 32,000
1484323-559120	Legal/Administrative Services	\$ 75,000
1484323-599100	Contingency	\$ 100,780
	Total	\$1,000,000

Section 5. The Finance Officer shall report quarterly on the financial status of each project element in Section 4 and total revenues received or claimed.

Section 6. The County Manager shall have the authority to approve incidental change orders up to \$25,000 per occurrence within the budgeted project.

Section 7. Copies of this Capital Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 4th day of May 2020.

Robbie B. Davis, Chairman

ATTEST:

Janice Evans, Clerk to the Board

Item: Budget Amendments
Initiated By: Donna Wood, Finance Officer
Action Proposed: Approval Requested

Budget Amendments

The following budget amendments are being presented for the Board's consideration for Fiscal Year 2019-2020:

Recreation Department

This budget amendment makes funds available that have already been collected in Sponsorship revenue for Basketball All Star Jerseys and Sponsorship Signage. No County funds required.

Revenue:		
0100400-449804	Sponsorships	<u>\$1,700</u> Incr
Expenditure:		
0106120-569247	Sponsorships	<u>\$1,700</u> Incr

Disaster Recovery: CARES Provider Relief Funding

This budget amendment is to budget funds from the Coronavirus Aid, Relief, and Economic Security Act (Cares Act) which was signed into law March 27, 2020. These funds will be used to fund healthcare-related expenses or to offset lost revenue attributable to COVID-19. The Department of Health and Human Services disbursed the funds on a pro-rata basis to health care providers or suppliers that received Medicare Fee for Service reimbursements in 2019. No County funds required.

Revenue:		
0100220-453536	CARES Act –Provider Relief	<u>\$149,551</u> Incr
Expenditure:		
0104132-519300	CARES Act –Medical Services	<u>\$149,551</u> Incr

Fund Balance Appropriate

This budget amendment is to appropriate General Fund fund balance to the Detention Facility Renovations and Expansion capital project

Revenue:

0100991-499100	Fund Balance Appropriation	<u>\$1,000,000</u>	Incr
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Expenditure:

0109500-598148	Transfer to DF Renovations/Expans	<u>\$1,000,000</u>	Incr
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Health Department

This budget amendment is budget additional State funding to work to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19) by carrying out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities. No County funds required.

Revenue:

0100211-453537	COVID-19 State Funding	<u>\$94,714</u>	Incr
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Expenditure:

0105131-526000	Supplies	\$71,000	Incr
0105131-526500	Equipment Supplies	12,000	Incr
0105131-531100	Travel POV	2,800	Incr
0105131-531200	Travel & Training	914	Incr
0105131-519330	Medical Services Lab	<u>8,000</u>	Incr
		<u>\$94,714</u>	Incr

**Nash County
Commissioner's Agenda Information Sheet**

Date: Monday, May 4, 2020

page 1 of 1
attachments: yes

Item:	Board Appointments
Initiated By:	Stacie Shatzer, Assistant County Manager
Action Proposed:	Consider Appointments

Description: The following appointments need to be considered:

Nash County Board of Adjustment

If you will recall, in April the Board made an appointment to the Board of Adjustment and then shifted all of the alternate appointments up one, leaving an opening for a new appointment to serve as Alternate Member #3.

Below is the current distribution of Board of Adjustment Members by Commissioner Districts:

District #1 – Dennis Ray Cobb (Regular Member) & Brandon G. Moore (Alternate Member #2)

District #2 – James “Mac” Tilley (Regular Member)

District #3 – None

District #4 – Cindy Joyner (Regular Member), Tommy Bass (Regular Member), & Charles M. Johnson (Regular Member)

District #5 – Kenneth G. Mullen (Alternate Member #1)

District #6 – None

District #7 – William Parker (Regular Member)

With Mr. Tilley leaving the Board, there will be no members appointed from Commissioner Districts #2, #3, or #6.

Tourism Development Authority (TDA)

The Tourism Development Board has three members whose terms expired April 30, 2020. Terms for Faye Beddingfield (Collector Member), Zack Dorovic (Collector Member), and Bill Lehnes (Tourism-Related Member) expired and they are not eligible for reappointment; they have all served three full terms and need to be replaced.

Terms of Board Appointees

- These appointments are inactive
- These appointments will come before the Board at the next Regular Board Meeting

Appointmer	Board	Name	Phone	Comm. District	Length	# of Full Terms	Eligible for Reappoint ment	Notes
06/30/13	Rocky Mount Board of Adjustment	Vacant			3 yrs			Waiting for CRM Action
06/30/13	Rocky Mount Board of Adjustment	Vacant			3 yrs			Waiting for CRM Action
12/31/17	UCPRPO - Transportation Advisory Comm.	Vacant (optional)			1 yr			Alternate Commissioner Member
04/30/18	Rocky Mount Planning Bd - ETJ Member	Vacant			3 yrs			Waiting for CRM Action
12/31/18	NHCS - Board of Commissioners	Vacant			3 yrs			Recommended by NHCS
04/30/20	Tourism Development Authority (TDA)	Faye Beddingfield	442-6100	4	3 yrs	3	No	Collector Member
04/30/20	Tourism Development Authority (TDA)	Zack Dorovic	442-8101	5	3 yrs	3	No	Collector Member
04/30/20	Tourism Development Authority (TDA)	Bill Lehnes	937-2857	7	3 yrs	3	No	Tourism-Related Member
06/30/20	ABC Board Chair - Just Chair Appointment	Julia Congleton-Bryant (Chairperson)						Only Chair Term Up (1-year)
06/30/20	Nash County Planning Board	Sandra Edwards	459-7988	1	3 yrs	1	Yes	
06/30/20	Nash County Planning Board	Kevin Smith	904-6487	2	3 yrs	1	Yes	
06/30/20	Nash County Planning Board	Barbara Pulley	478-5791	3	3yrs	1	Yes	
06/30/20	ABC Board	Ernestine Neal	443-7335	7	3 yrs	3	No	
06/30/20	Trillium - Regional Board Member	Lisa Barnes		4	3 yrs	1	Yes	Commissioner Member
06/30/20	Trillium - Regional Board Member	Amy Pridgen-Hamlett	459-9876	4	3 yrs	1	Yes	Other Member - Staff
06/30/20	Braswell Memorial Library Board of Trustees	Elizabeth Overton		4	4 yrs	0	Yes	Filling Unexpired term of Ruth Smith
06/30/20	NCC - Board of Trustees	Sonny Foster	446-3384	6	4 yrs	1	Yes	Public Member
06/30/20	Turning Point Work Force Dev. Board	Beth Ann Rose			2 yrs	0	Yes	Public Sector Member
06/30/20	Turning Point Work Force Dev. Board	Marvin Johnson		6	2 yrs	0	Yes	Private Sector Member
09/01/20	Spaulding Family Resource Center Board	Lou M. Richardson	459-2784	1	3 yrs	2	Yes	
12/31/20	Agriculture Advisory Board	Dan Cone	459-3181	3	3 yrs	2	Yes	Recommended by Extension Dir.
12/31/20	Agriculture Advisory Board	David O. Griffin	904-6157	3	3 yrs	2	Yes	Recommended by Extension Dir.
12/31/20	Agriculture Advisory Board	Jeff Tyson	459-4796	4	3 yrs	2	Yes	Recommended by Extension Dir.
12/31/20	Agriculture Advisory Board	Gary High	245-2654	4	3 yrs	2	Yes	Recommended by Extension Dir.
12/31/20	Braswell Memorial Library Board of Trustees	Cherrye Davis	292-1278	3	4 yrs	3	No	
12/31/20	ABC Board	Chris Gardner			3yrs	1	Yes	
12/31/20	Farmers Market Advisory Board	Karen White	235-3515		3 yrs	1	Yes	Recommended by Extension Dir.
12/31/20	Farmers Market Advisory Board	Evan Covington Chavez (Durham)		1	3 yrs	1	Yes	Recommended by Extension Dir.
12/31/20	Farmers Market Advisory Board	Sue Leggett			3 yrs	1	Yes	Recommended by Extension Dir.
12/31/20	Farmers Market Advisory Board	Kenneth Baker	443-6363		3 yrs	1	Yes	Recommended by Extension Dir.
12/31/20	Farmers Market Advisory Board	Sue Moore	443-1018		3 yrs	1	Yes	Recommended by Extension Dir.
12/31/20	NHCS - Board of Commissioners	Eugene Holland		2	3 yrs	2	Yes	Recommended by NHCS
12/31/20	NHCS - Board of Commissioners	John Barker		5	3 yrs	2	Yes	Recommended by NHCS
12/31/20	NHCS - Board of Commissioners	Jean Kitchen		6	3 yrs	2	Yes	Recommended by NHCS
12/31/20	NHCS - Board of Commissioners	Martha J. Chesnutt, MD	451-3200	6	3 yrs	2	Yes	Recommended by NHCS
12/31/20	NHCS - Board of Commissioners	Shelia Wallace		7	3yrs	0	Yes	Recommended by NHCS
12/31/20	NHCS - Board of Commissioners	Joel Lee Bryant		3	3yrs	0	Yes	Recommended by NHCS
12/31/20	Farmers Market Advisory Board	Ricky Parks			1 yr	2	Yes	Recommended by Extension Dir.
12/31/20	Farmers Market Advisory Board	Tim Bass			1 yr	2	Yes	Recommended by Extension Dir.
12/31/20	Farmers Market Advisory Board	Joyce Kight			1 yr	2	Yes	Recommended by Extension Dir.
12/31/20	Farmers Market Advisory Board	Vaden Hartley			1 yr	2	Yes	Recommended by Extension Dir.
12/31/20	Farmers Market Advisory Board	Fred Belfield, Jr.	443-6768	2	1 yr	3	Yes	Recommended by Extension Dir.
12/31/20	Farmers Market Advisory Board	Freddy Howell			1 yr	0	Yes	Recommended by Extension Dir.
12/31/20	Farmers Market Advisory Board	Joshua Pravin			1 yr	0	Yes	Recommended by Extension Dir.
12/31/20	UCPRPO - Transportation Advisory Comm.	J. Wayne Outlaw	443-3490	5	1 yr	6	Yes	Regular Commissioner Member
12/31/20	UCPRPO - Transportation Advisory Comm.	Town of Middlesex		3	1 yr	4	Yes	Must be outside of the MPO
12/31/20	UCPRPO - Transportation Advisory Comm.	Town of Spring Hope		4	1 yr	4	Yes	Must be outside of the MPO
12/31/20	UCPRPO - Transportation Advisory Comm.	Town of Red Oak		5	NA	8	Yes	Permanent Seat for Lgst Jurisdiction
04/30/21	Consolidated Human Services Board	Vacant			4 yrs			Psychiatrist Member

04/30/21	Consolidated Human Services Board	Dr. Tony Coats	314-8926	5	4 yrs	1	Yes	Psychologist Member
04/30/21	Consolidated Human Services Board	Jeanette Pittman			4 yrs	1	Yes	Public Member
04/30/21	Consolidated Human Services Board	Agnes Moore			4 yrs	1	Yes	Consumer Member
04/30/21	Consolidated Human Services Board	Dan Davis (Vice Chairman)	314-4299	6	4 yrs	1	Yes	Public Member
04/30/21	Consolidated Human Services Board	Sarah Thurman		5	4 yrs	1	Yes	RN Member
04/30/21	Consolidated Human Services Board	Vacant						Public Member
04/30/21	Consolidated Human Services Board	Mike Stocks			4 yrs	1	Yes	Professional Engineer Member
04/30/21	Consolidated Human Services Board	Bert Daniel		4	4 yrs	1	Yes	Consumer Member
04/30/21	Tourism Development Authority (TDA)	Jerry Patel	977-7766	2	3 yrs	3	No	Collector Member
04/30/21	Tourism Development Authority (TDA)	Robbie B. Davis (Chairman)	977-6680	7	3 yrs	4	No	Commissioner Member
04/30/21	Tourism Development Authority (TDA)	Judy Cary Winstead	903-7680		3 yrs	0	Yes	Public Member
04/30/21	Tourism Development Authority (TDA)	Kay Mitchell	908-0722		3 yrs	0	Yes	Public Member
04/30/21	Nash County Board of Adjustment	Cindy Joyner	478-5127	4	3 yrs	3*	Yes	*As a Regular Member
04/30/21	Nash County Board of Adjustment	William Parker	904-8399	2	3 yrs	3*	Yes	*As a Regular Member
04/30/21	Nash County Board of Adjustment	Charles Johnson	220-6180	7	3yrs	1*	Yes	*As a Regular Member
04/30/21	Nash County Board of Adjustment	Brandon Moore	451-1618	1	3yrs	0	Yes	*Service as Alternate Member #2 as of 04-2020
06/30/21	Turning Point Work Force Dev. Board	Corey Nixon	252-529-4363		2 yrs	0	Yes	Private Sector Member corey.nixon@cummins.com
06/30/21	Turning Point Work Force Dev. Board	Mark H. Frohman	822-5083	7	2yrs	2	Yes	Private Sector Member
06/30/21	Turning Point Work Force Dev. Board	Eddie Coats	443-1528	5	2yrs	1	Yes	Recommended by Wayne Outlaw
06/30/21	NCC - Board of Trustees	J. Wayne Outlaw	443-3490	5	4 yrs	2	Yes	Public Member
06/30/21	Braswell Memorial Library Board of Trustees	William C. Roeder	446-8089	6	4 yrs	3	No	
06/30/21	Nash County Planning Board	Chris Sandifer	478-4654	1	3 yrs	1	Yes	
06/30/21	Nash County Planning Board	Jeffrey (Jeff) Tobias	567-8883	7	3 yrs	3	No	
06/30/21	Nash County Planning Board	Leonard Breedlove	908-1708	7	3 yrs	3	No	
06/30/21	Nash County Planning Board	Moses Brown	443-1264	6	3 yrs	3	No	
06/30/21	ABC Board	Julia Congleton-Bryant (Chairperson)			3 yrs	2	Yes	Appointed Chair 07/09/18; 06/07/19
06/30/21	Nash County Jury Commission	L.R. Bass, Jr.	252-326-0132	4	2yrs	0	Yes	Recommended by Linda Thorne
12/31/21	Braswell Memorial Library Board of Trustees	Linda Hardy	442-5759	2	4 yrs	2	Yes	
12/31/21	Farmers Market Advisory Board	Bobby Jo Fisher			3 yrs	2	Yes	Recommended by Extension Dir.
12/31/21	Farmers Market Advisory Board	Michael Obrien	883-1542		3 yrs	2	Yes	Recommended by Extension Dir.
12/31/21	Farmers Market Advisory Board	David Farris	904-6114		3 yrs	2	Yes	Recommended by Extension Dir.
12/31/21	Farmers Market Advisory Board	Margaret Latta	336-251-2334		3 yrs	0	Yes	Recommended by Extension Dir.
12/31/21	Farmers Market Advisory Board	Stephanie Collins	252-883-2148	5	3 yrs	0	Yes	Recommended by Extension Dir.
12/31/21	Agriculture Advisory Board	Brandon Moore	813-3891	1	3 yrs	2	Yes	Recommended by Extension Dir.
12/31/21	Agriculture Advisory Board	Michael Strickland	903-7636	1	3 yrs	2	Yes	Recommended by Extension Dir.
12/31/21	Agriculture Advisory Board	Ronnie Weaver	904-9131	1	3 yrs	2	Yes	Recommended by Extension Dir.
12/31/21	Agriculture Advisory Board	Orville Wiggins	903-5244	1	3 yrs	2	Yes	Recommended by Extension Dir.
12/31/21	NHCS - Board of Commissioners	Jeffrey A. Batts	977-6450	6	3 yrs	2	Yes	Recommended by NHCS
12/31/21	NHCS - Board of Commissioners	Marty Nealey (marty.nealey@hospira.com)		7	3 yrs	4	Yes	Recommended by NHCS
12/31/21	NHCS - Board of Commissioners	Damian Tucker (dtucker@hesterlaw.com)		7	3 yrs	4	Yes	Recommended by NHCS
12/31/21	NHCS - Board of Commissioners	Melvin Mitchell	443-5100	6	3 yrs	3	Yes	Recommended by NHCS
01/31/22	NEED Board of Directors	Fred Belfield	443-6786		3yrs	0	Yes	
01/31/22	NEED Board of Directors	Stacie Shatzer	459-9804		3yrs	0	Yes	
04/30/22	Tourism Development Authority (TDA)	Retho Webster Williams, Jr.			3 yrs	2	Yes	Public Member
04/30/22	Tourism Development Authority (TDA)	Dan Daly		2	3 yrs	2	Yes	Tourism-Related Member
04/30/22	Tourism Development Authority (TDA)	George Griffin			3 yrs	2	Yes	Public Member
04/30/22	Tourism Development Authority (TDA)	Mark Cone	919-576-1709	3	3 yrs	0	Yes	Public Member
04/30/22	Tourism Development Authority (TDA)	Brittany Parker	252-751-7007		3 yrs	0	Yes	Collector Member
04/30/22	Tourism Development Authority (TDA)	Lisa Ann Ferguson	904-3674	7	3 yrs	0	Yes	Collector Member
04/30/22	Nash County Board of Adjustment	Dennis Ray Cobb	459-2384	1	3 yrs	2	Yes	*Serving as a Regular Member as of 04-2020
04/30/22	Nash County Board of Adjustment	Tommy Bass	478-5592	4	3 yrs	2*	Yes	*As a Regular Member
06/30/22	Nash County Planning Board	DeLeon Parker		5	3 yrs	1	Yes	Filled Unexpired Term for David Green 1st term
06/30/22	ABC Board	Kenneth E. Gilliam			3 yrs	2	Yes	(1st term is was filling unexpired)
06/30/22	NCC - Board of Trustees	James Mercer	459-9444	4	4 yrs	2	Yes	Public Member
06/30/22	ABC Board	James "Butch" Mull	904-2477	4	3 yrs	0	Yes	Recommended by Sue Leggett
06/30/22	Nash County Planning Board	James "Jimmy" Glover	H:237-9779 W:237-0926	4	3 yrs	0	Yes	

12/31/22	Agriculture Advisory Board	Steve Bass	459-2481	4	3 yrs	3	?	Recommended by Extension Dir.
12/31/22	Agriculture Advisory Board	Linda Fisher	813-2210	1	3 yrs	3	?	Recommended by Extension Dir.
12/31/22	Agriculture Advisory Board	Brent Leggett	885-0229	4	3 yrs	3	?	Recommended by Extension Dir.
12/31/22	NHCS - Board of Commissioners	Robbie A. Green	731-796-0399	7	3 yrs	0	Yes	Recommended by NHCS
12/31/22	NHCS - Board of Commissioners	Sue Leggett		4	3 yrs	0	Yes	Recommended by NHCS
12/31/22	NHCS - Board of Commissioners	Ivan Y. Peacock, MD	443-7686	6	3 yrs	3	Yes	Recommended by NHCS
12/31/22	NHCS - Board of Commissioners	Bill Lehnes		5	3 yrs	2	Yes	Recommended by NHCS
04/30/23	Consolidated Human Services Board	Dorothy Battle			4 yrs	2	Yes	Public Member
04/30/23	Consolidated Human Services Board	Dr. Doris Knight Thorne	937-7337	7	4 yrs	2	Yes	Dentist Member
04/30/23	Consolidated Human Services Board	Yvonne Moore	459-6331		4 yrs	2	Yes	Consumer Member
04/30/23	Consolidated Human Services Board	Danny Tyson	478-4744	4	4 yrs	2	Yes	Consumer Member
04/30/23	Consolidated Human Services Board	Dr. Mike Johnson (Chairman)	937-7777	2	4 yrs	2	Yes	Optometrist Member
04/30/23	Consolidated Human Services Board	Dan Cone		3	4 yrs	2	Yes	Commissioner Member
04/30/23	Consolidated Human Services Board	Chandra Meachem Tucker, DVM	442-3636	7	4 yrs	2	Yes	Veterinarian Member
04/30/23	Consolidated Human Services Board	Pat Adams	937-6487	7	4 yrs	2	Yes	Social Worker
04/30/23	Consolidated Human Services Board	Mickey League			4 yrs	2	Yes	Pharmacist Member
04/30/23	Consolidated Human Services Board	Dr. Mark Abel		7	4 yrs	2	Yes	Medical Doctor Member
04/30/23	Nash County Board of Adjustment	Kenneth G. Mullen	443-2754	5	3 yrs	1	Yes	*Serving as Alternate Member #1 as of 04-2020
04/30/23	Tourism Development Authority (TDA)	Wayne Murphy			3 yrs	3	No	Public Member
04/30/23	Tourism Development Authority (TDA)	Percell Kelley	252-883-1304	2	3yrs	0	Yes	Public Member
06/30/23	NCC - Board of Trustees	Samuel Dickens, III			4 yrs	2	Yes	Public Member
12/31/23	Braswell Memorial Library Board of Trustees	Ricky Pitt			4 yrs	2	Yes	
Staff & Misc. Appointments								
	Farmers Market Advisory Board	Zee Lamb (Ex-Officio)	459-9800	N/A	NA	N/A	N/A	
	Farmers Market Advisory Board	Sandy Hall (Ex-Officio)	459-9810	N/A	NA	N/A	N/A	
	Farmers Market Advisory Board	Stephanie Collins (Ex-Officio)		N/A	NA	N/A	N/A	
	Farmers Market Advisory Board	Fred Belfield	459-9800	N/A	NA	N/A	N/A	Commissioner Member
	UCPCOG Board	Stacie Shazter	459-9800	N/A	NA	N/A	N/A	
	UCPCOG Board	Fred Belfield	459-9800	N/A	NA	N/A	N/A	Commissioner Member
	UCPCOG Board	Mary Wells	459-9800	N/A	NA	N/A	N/A	Commissioner Member
	NEED, Inc. Board of Directors	Fred Belfield	459-9800	N/A	NA	N/A	N/A	Serve as long as elected
	NEED, Inc. Board of Directors	Sue Leggett - Stacie Shatzer	459-9804	N/A	NA	N/A	N/A	Stacie is appointed to serve in lieu of Sue
	NCC - Board of Trustees	Dr. Bill Carver (Ex-Officio)	451-8326	N/A	NA	N/A	N/A	
	NCC - Board of Trustees	Wayne Outlaw	459-9800	N/A	NA	N/A	N/A	Commissioner Member
	NCC - Board of Trustees	Mary Wells	459-9800	N/A	NA	N/A	N/A	Commissioner Member
	Human Service Board	Dan Cone	459-9800					
	UNC Nash Health Care Systems	Sue Leggett	459-9800					Commissioner Member
	MPO - Transportation Advisory Committee	Robbie Davis	813-1508	7	NA	NA	NA	Commissioner Member
	Upper Coastal Plain RPO	Wayne Outlaw	459-9800					
	Juvenile Crime Prevention Council	Fred Belfield	459-9800					Commissioner Member
	Juvenile Crime Prevention Council	Lou Richardson	459-9800					Commissioner Member
	Community Caregiver Advisory Board	Lou Richardson	459-9800					Commissioner Member
	Rocky Mount-Wilson Airport Authority	Charles Mullen	443-0300	7	NA	N/A	N/A	
	Tar River Transit	Fred Belfield	459-9800					Commissioner Member
	Turning Point Workforce Development	Mary Wells	459-9800					Commissioner Member
	STEP	Mary Wells	459-9800					Commissioner Member
	Tourism Development Authority	Donna Wood	459-9802					
	Tourism Development Authority	Robbie Davis	813-1508					Commissioner Member

Note for TDA Board: On the TDA there must be a minimum of one third Collectors [5] and one half Travel and Tourism related [7] member which include the Collectors. The other half [8] are Public Members. The G S states that if there is an odd number on the Board which we have [15] that one half less one must be T and T related.

**Nash County
Commissioner's Agenda Information Sheet**

Date: May 4, 2020

page 1 of 2
Attachments: No

Item:	Monthly Report
Initiated By:	Doris Sumner, Acting Tax Administrator
Action Proposed:	Information only

Description:

In keeping with G.S. 105-360(7), the tax collector will be providing a monthly report showing the amount of taxes collected and efforts being made to collect taxes. This report is designed to keep the board current on activities in the tax collector's office. The report is for your information only and does not require approval. It is recommended that you accept the report so that it will be noted in the minutes.



MONTHLY REPORT OF TAX COLLECTOR

Among the duties of the Tax Collector is:

G.S. 105 – 350 (7) to submit to the governing body at each of its regular meetings a report of the amount he has collected on each year's taxes with which he is charged, the amount remaining uncollected and the steps he is taking to encourage or enforce payment of uncollected taxes.

STEPS BEING TAKEN TO COLLECT:

All legal enforcement procedures prescribed by law including garnishment, levy attachment to bank account, certifying to other counties and foreclosure of real estate.

MONTH OF MARCH 2020 YEAR TO DATE COMMISSIONERS REPORT

NASH COUNTY TAX DEPARTMENT

**PRIOR YEARS
NASH COUNTY
COLLECTED JULY 1, 2018 - MARCH 31, 2019**

**PRIOR YEARS
NASH COUNTY
COLLECTED JULY 1, 2019 - MARCH 31, 2020**

BEGINNING REC	\$	3,532,972.58
YTD LEVY & PENALTY	\$	16,914.69
YTD ADJUSTMENTS	\$	-
(YTD RELEASES)	\$	(20,663.16)
(YTD DISC/WO)	\$	(24.76)
TOTAL LEVY	\$	3,529,199.35

BEGINNING REC	\$	3,220,928.68
YTD LEVY & PENALTY	\$	125.26
YTD ADJUSTMENTS	\$	-
(YTD RELEASES)	\$	(2,581.66)
(YTD DISC/WO)	\$	-
TOTAL LEVY	\$	3,218,472.28

TOTAL COLLECTIONS = YTD PAYMENTS -YTD REFUNDS

YTD PAYMENTS	\$	519,043.66
YTD REFUNDS	\$	(8,199.76)
TOTAL COLLECTIONS	\$	510,843.90

TOTAL COLLECTIONS = YTD PAYMENTS -YTD REFUNDS

YTD PAYMENTS	\$	422,057.32
YTD REFUNDS	\$	(7,960.37)
TOTAL COLLECTIONS	\$	414,096.95

YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS

TOTAL LEVY	\$	3,529,199.35
(TOTAL COLLECTIONS)	\$	(510,843.90)
YTD RECEIVABLES	\$	3,018,355.45

YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS

TOTAL LEVY	\$	3,218,472.28
(TOTAL COLLECTIONS)	\$	(414,096.95)
YTD RECEIVABLES	\$	2,804,375.33

COLLECTIONS PERCENTAGE = TOTAL COLLECTIONS DIVIDED BY

TOTAL LEVY **14.48%**

COLLECTIONS PERCENTAGE = TOTAL COLLECTIONS DIVIDED BY

TOTAL LEVY **12.87%**

MONTH OF MARCH 2020 YEAR TO DATE COMMISSIONERS REPORT

NASH COUNTY TAX DEPARTMENT

**NASH COUNTY
ALL YEARS
COLLECTED JULY 1, 2018 - MARCH 31, 2019**

BEGINNING REC	\$ 3,532,972.58
YTD LEVY & PENALTY	\$ 44,810,651.72
YTD ADJUSTMENT	\$ 10,406.74
(YTD RELEASES)	\$ (67,985.37)
(YTD DISC/WO)	\$ (417.93)
YTD T & TT LEVY	\$ 4,737,885.14
TOTAL LEVY	\$ 53,023,512.88

TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS

YTD PAYMENTS	\$ 44,375,517.10
(YTD REFUNDS)	\$ (96,800.68)
YTD T & TT PAYMENTS	\$ 4,737,885.14
TOTAL COLLECTIONS	\$ 49,016,601.56

YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS

TOTAL LEVY	\$ 53,023,512.88
TOTAL COLLECTIONS	\$ (49,016,601.56)
YTD RECEIVABLES	\$ 4,066,911.32

THIS FIGURE DOES NOT INCLUDE \$190,927.16 COLLECTED IN INTEREST

COLLECTIONS PERCENTAGE 92.44%

**NASH COUNTY
ALL YEARS
COLLECTED JULY 1, 2019 - MARCH 31, 2020**

BEGINNING REC	\$ 3,220,928.68
YTD LEVY & PENALTY	\$ 46,227,676.57
YTD ADJUSTMENTS	\$ 3,296.31
(YTD RELEASES)	\$ (88,542.63)
(YTD DISC/WO)	\$ -
YTD T & TT LEVY	\$ 4,960,783.49
TOTAL LEVY	\$ 54,324,142.42

TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS

YTD PAYMENTS	\$ 45,597,938.47
YTD REFUNDS	\$ (75,811.23)
YTD T & TT PAYMENTS	\$ 4,960,783.49
TOTAL COLLECTIONS	\$ 50,482,910.73

YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS

TOTAL LEVY	\$ 54,324,142.42
TOTAL COLLECTIONS	\$ (50,482,910.73)
YTD RECEIVABLES	\$ 3,841,231.69

THIS FIGURE DOES NOT INCLUDE \$167,327.84 COLLECTED IN INTEREST

COLLECTIONS PERCENTAGE 92.93%

MONTH OF MARCH 2020 YEAR TO DATE COMMISSIONERS REPORT NASH COUNTY TAX DEPARTMENT

2018 NASH COUNTY REAL ESTATE ONLY

COLLECTED JULY 1, 2018 - MARCH 31, 2019

TOTAL LEVY=BEG REC+YTD LEVY+YTD ADJ-YTD REL-YTD DISC/WO

BEGINNING REC	\$	-
YTD LEVY & PENALTY	\$	40,456,837.52
YTD ADJUSTMENTS	\$	8,987.47
(YTD RELEASES)	\$	(35,504.64)
(YTD DISC/WO)	\$	(205.89)
TOTAL LEVY	\$	40,430,114.46

TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS

YTD PAYMENTS	\$	39,556,133.49
(YTD REFUNDS)	\$	(82,982.74)

TOTAL COLLECTIONS \$ 39,473,150.75

YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS

TOTAL LEVY	\$	40,430,114.46
(TOTAL COLLECTIONS)	\$	(39,473,150.75)
YTD RECEIVABLES	\$	956,963.71

**COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY
TOTAL LEVY**

97.63%

2019 NASH COUNTY REAL ESTATE ONLY

COLLECTED JULY 1, 2019 - MARCH 31, 2020

TOTAL LEVY=BEG REC+YTD LEVY+YTD ADJ-YTD REL-YTD DISC/WO

BEGINNING REC	\$	-
YTD LEVY & PENALTY	\$	41,889,341.44
YTD ADJUSTMENTS	\$	1,771.56
(YTD RELEASES)	\$	(53,239.73)
(YTD DISC/WO)	\$	-
TOTAL LEVY	\$	41,837,873.27

TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS

YTD PAYMENTS	\$	40,963,823.01
(YTD REFUNDS)	\$	(67,251.34)

TOTAL COLLECTIONS \$ 40,896,571.67

YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS

TOTAL LEVY	\$	41,837,873.27
(TOTAL COLLECTIONS)	\$	(40,896,571.67)
YTD RECEIVABLES	\$	941,301.60

**COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY
TOTAL LEVY**

97.75%

MONTH OF MARCH 2019 YEAR TO DATE COMMISSIONERS REPORT NASH COUNTY TAX DEPARTMENT

2018 MOTOR VEHICLES NASH COUNTY ONLY COLLECTED JULY 1, 2018 - MARCH 31, 2019

TOTAL LEVY=BEG REC+YTD LEVY+YTD ADJ-YTD REL-YTD DISC/WO

BEGINNING REC	\$	-
YTD LEVY & PENALTY	\$	-
YTD ADJUSTMENTS	\$	-
(YTD RELEASES)	\$	-
(YTD DISC/WO)	\$	-
YTD T & TT	\$	4,737,885.14
TOTAL LEVY	\$	4,737,885.14

TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS

YTD PAYMENTS	\$	-
(YTD REFUNDS)	\$	-
YTD T & TT PAYMENTS	\$	4,737,885.14
TOTAL COLLECTIONS	\$	4,737,885.14

YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS

TOTAL LEVY	\$	4,737,885.14
(TOTAL COLLECTIONS)	\$	(4,737,885.14)
YTD RECEIVABLES	\$	-

**COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY
TOTAL LEVY** **100.00%**

2019 MOTOR VEHICLES NASH COUNTY ONLY COLLECTED JULY 1, 2019 - MARCH 31, 2020

BEGINNING REC	\$	-
YTD LEVY & PENALTY	\$	-
YTD ADJUSTMENTS	\$	-
(YTD RELEASES)	\$	-
YTD DISC/WO)	\$	-
YTD T&TT MV LEVY	\$	4,960,783.49
TOTAL LEVY	\$	4,960,783.49

TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS

YTD PAYMENTS	\$	-
(YTD REFUNDS)	\$	-
YTD PAYMENTS T&TT M V	\$	4,960,783.49
TOTAL COLLECTIONS	\$	4,960,783.49

YTD RECEIVABLES = TOTAL LEVY - TOTAL COLLECTIONS

TOTAL LEVY	\$	4,960,783.49
(TOTAL COLLECTIONS)	\$	(4,960,783.49)
YTD RECEIVABLES	\$	-

**COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY
TOTAL LEVY** **100.00%**

**Nash County
Commissioner's Agenda Information Sheet**

Date: May 4, 2020

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Attachments: yes

Item:	Refund Requests
Initiated By:	Doris Sumner, Acting Tax Administrator
Action Proposed:	Approve as submitted

Description:

In compliance with North Carolina General Statutes Article 27, 105-381 the tax collector will submit to the governing body for their approval a list of any tax refunds after legitimacy of the refund has been established

REFUND REQUESTS
MAY 4, 2020

1.	WHEELER STANLEY NEAL	NCO 2019	\$	6.06
	516 BREEDLOVE RD	NCOL 2019		.61
	NASHVILLE NC 27856	F34 2019		1.09
		F34L 2019		<u>.10</u>
		TOTAL	\$	7.86

INCORRECT BOAT VALUE ON DISCOVERY RECORD 1004293.
VALUE REDUCTION OF \$905.00