

**ZEBULON
BOARD OF COMMISSIONERS
WORK SESSION
AGENDA
June 15, 2023
5:00 PM**

June's Work Session is an exception in the Board's annual meeting calendar. Unlike other Work Sessions, where the Board engages in dialogue to deliberate the components of legislation slated for decision at an upcoming Regular Meeting, June's Work Session is more focused on cleaning up matters before the close of the fiscal year on June 30, 2023.

1. Consent

Items placed under Consent are considered either routine administrative actions or topics anticipating no debate nor explanation. Should a Board member wish to pull any of the following item(s) off Consent, they'll request the Board modify the agenda.

- A. Wake County Fire Reimbursement for Turnout Gear (Ordinance 2023-52)**
- B. FY '23 Governor's Highway Safety Program Grant Appropriation (Ordinance 2023-53)**
- C. FY '24 Governor's Highway Safety Program Grant Application (Resolution 2023-32)**
- D. Community Center HVAC Replacement Budget Amendment (Ordinance 2023-51)**
- E. Beaverdam Greenway Project Closeout (Ordinances 2023-49 & 2023-50)**

2. West Horton Street Drainage Project Professional Services Agreement

The Board approved investing American Rescue Plan revenue to address the deficiencies and failures of the stormwater system draining W. Horton and W. Vance streets. A Request for Letters of Interest to design the repair and upgrade of this infrastructure resulted in five (5) proposals from design firms. These proposals were evaluated based on demonstrated competence and qualification, and a contract with the best qualified firm was negotiated per Procurement of Architectural, Engineering, and Surveying Services statutes (§ 143-64.31). The Town of Zebulon follows a practice where the Board awards larger contracts for these services.

3. Fiscal Year 2024 Budget (Ordinance 2023-48)

The Board has satisfied all statutory requirements to adopt the FY 2024 Budget Ordinance and must do so before the end of the current fiscal year.

4. Closed Session

"to instruct Staff concerning the position to be taken in negotiating the acquisition of real property per GS 143-381.11(a)(5)"

5. Adjourn

STAFF REPORT
ORDINANCE 2023-52
WAKE COUNTY FIRE – COST SHARE REIMBURSEMENTS
JUNE 15, 2023

Topic: FY 2023 Budget Amendment Request – Wake County Fire Reimbursement for turnout gear (Ordinance 2023-52)

Speaker: Bobby Fitts, Finance Director (if pulled from Consent Agenda)
Prepared by: Bobby Fitts, Finance Director
Approved by: Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider appropriating \$102,000 in small capital reimbursement funds received from Wake County.

Background:

As part of its contract with Wake County for fire protection, the Town of Zebulon Fire Department is typically reimbursed the cost share percentage of certain purchases such as turnout gear, medical exams, and defibrillators. At the end of the year, Wake County reimburses the Town of Zebulon (based upon our cost share) for qualifying items purchased during the year. Additionally, for FY 2023, Wake County is reimbursing 100% of turnout gear costs associated with the three positions that they funded entirely during this year.

This year, in addition to that, they are reimbursing 100% of the Retention Bonus that was paid to Fire Department staff. This appropriation also will help cover some unexpected overages in Part-time Salaries, Volunteer Pay, Vehicle Maintenance, Fuel and Insurance & Bonds.

Discussion:

The Board must recognize funds received for intended purposes.

Financial Analysis:

Fire services are dependent upon Wake County support.

Policy Analysis:

Wake County reimburses the Town a percentage of expenses for services provided outside of Town limits.

Staff Recommendation:

Staff recommends approval of Ordinance 2023-52.

Attachments:

1. Ordinance 2023-52

ORDINANCE 2023-52

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023.

Section 1. To amend the General Fund budget as follows:

	INCREASE	DECREASE
REVENUES		
Wake County Fire Revenue	\$102,000.00	
EXPENDITURES		
Fire—Salaries	30,000.00	
Fire—FICA	2,300.00	
Fire—Retirement	5,400.00	
Fire—Part-time Salaries	15,000.00	
Fire—Volunteer Pay	4,300.00	
Fire—Building Maintenance	1,500.00	
Fire—Vehicle Maintenance	10,500.00	
Fire—Fuel Expense	8,500.00	
Fire—Turnout Gear	12,100.00	
Fire—Defibrillator	1,400.00	
Fire—Insurance & Bonds	11,000.00	

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: June 15, 2023

Effective: June 15, 2023

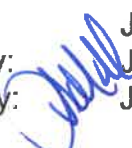
Glenn L. York - Mayor

ATTEST:

Lisa M. Markland, CMC - Town Clerk

STAFF REPORT
ORDINANCE 2023-53
POLICE GHSP VEHICLE PURCHASE
BUDGET ADJUSTMENT
JUNE 15, 2023

Topic: FY 2023 Budget Amendment: Police Department GHSP Equipment Purchase (Ordinance 2023-53)

Speaker: Jacqui K. Boykin (if pulled from Consent)
From: Jacqui K. Boykin, Police Chief
Prepared by: Jacqui K. Boykin, Police Chief
Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider a budget amendment to recognize and appropriate grant funds from the Governor's Highway Safety Program towards the purchase of equipment associated with the Traffic Unit.

Background:

The FY '23 Budget identified and funded a Traffic Unit. In August 2023, the Board approved a resolution to allow the Town to enter into a contract with the Governor's Highway Safety Program (GHSP), which would reimburse up to 85% of the costs associated with the Traffic Unit. Inasmuch, the department implemented the traffic unit and began submitting reimbursement requests to GHSP for salary, benefits, and equipment associated with the Unit.

Discussion:

The discussion before the Board is whether to utilize GHSP grant funding to support Traffic Unit salaries and benefits and equip patrol vehicles assigned to the Traffic Unit through adopting budget ordinance 2023-53.

Fiscal Analysis:

GHSP will reimburse \$35,000. The funds will be split between salaries, FICA, retirement, and service equipment.

Policy Analysis:

This project is consistent with the Strategic Plan's Growing Smart Focus Area of "maintaining appropriate staffing to support expected service levels for the growing community". Grant funding is a fiscally responsible way of seeding the Traffic Unit for coming years.

Staff Recommendation:

Staff recommends approval of the ordinance 2023-53.

Attachments:

1. Ordinance 2023-53

ORDINANCE 2023-53

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023.

Section 1. To amend the General Fund budget as follows:

	INCREASE	DECREASE
REVENUES		
GHSP Grant	\$35,000.00	
EXPENDITURES		
Police—Salaries	14,000.00	
Police—FICA	1,100.00	
Police—Retirement	2,900.00	
Police—Vehicles	17,000.00	

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: June 15, 2023

Effective: June 15, 2023

Glenn L. York - Mayor

ATTEST:

Lisa M. Markland, CMC - Town Clerk

Topic: Resolution 2023-32— 2024 Governor's Highway Safety Program Grant Application

Speaker: Jacqui Boykin (if pulled from Consent)

From: Jacqui Boykin, Chief of Police

Prepared by: Jacqui Boykin, Chief of Police

Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider contracting with the Governor's Highway Safety Program to receive grant proceeds.

Background:

The Governor's Highway Safety Program (GHSP) provides support to law enforcement agencies in their effort to increase roadway safety. GHSP's grant programs provide "seed" funding for dedicated traffic personnel and equipment. The program steps down funding over the course of four years.

The Town of Zebulon submitted a grant application to GHSP in January and has been notified that the application is moving forward in their funding process. The Town must enter into a contract with GHSP to receive the funds.

Discussion:

The discussion before the Board is whether to enter into a contract with the Governor's Highway Safety Program by adopting the attached Resolution.

Policy Analysis:

The Town would be growing smart by utilizing grant funds to cover expenses associated with the new traffic unit.

Financial Analysis:

The Governor's Highway Safety Program provides funding for salary, benefits, and equipment for dedicated traffic personnel. This is the second year of the grant/project. In the first year, the grant reimbursed a portion of salaries, benefits, and vehicle equipment for two officers. The program will fund *up to* 70% of costs related to 2 officer's base salary and traditional benefits this year. Next year, the program will reimburse up to 50%. The Town will assume full financial responsibility for the program in FY26.

The matching funds required for this grant are included in the FY24 budget.

This grant will help offset a portion of the *salary and benefit* costs associated with maintaining dedicated traffic personnel within the police department. Estimated cost reimbursement is \$45,000 - \$68,000, depending on the amount of time spent on traffic enforcement.

Staff Recommendation:

Staff Recommends approving the Resolution.

Attachments:

Resolution 2023-32

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION 2023-32

WHEREAS, the Town of Zebulon Police Department (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that Town of Zebulon
 Board of Commissioners (herein called the "Governing Body") has thoroughly considered the problem

(The Governing Body of the Agency)

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Town of Zebulon IN OPEN
 (Governing Body)

MEETING ASSEMBLED IN THE TOWN OF Zebulon, NORTH CAROLINA,

THIS 15 DAY OF June, 20 23, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Manager Joseph M. Moore, II or his designee is authorized to file, on behalf of the Governing
 (Name and Title of Representative)
 Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal
 funding in the amount of \$ 114,955 to be made to the Governing Body to assist in defraying
 (Federal Dollar Request)
 the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 49,266 as
 (Local Cash Appropriation)
 required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other
 appropriate persons to furnish such information, data, documents and reports as required by the contract, if
 approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by Mayor Glenn L. York.

DATE: June 15, 2023

 Glenn L. York – Mayor

SEAL

ATTESTED BY

 Lisa M. Markland, CMC – Town Clerk

STAFF REPORT
ORDINANCE 2023-51
COMMUNITY CENTER HVAC REPLACEMENT
JUNE 15, 2023

Topic: FY 2023 Budget Amendment Request – Community Center HVAC Replacement (Ordinance 2023-51)

Speaker: Chris Ray, Public Works Director (if pulled from Consent)

From: Bobby Fitts, Finance Director

Prepared by: Bobby Fitts, Finance Director

Chris Ray, Public Works Director

Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider transferring savings from other projects to fund an emergency repair of a failed HVAC unit at the Community Center.

Background:

A 2009 model condenser and air handler unit at the Community Center that services the classroom area has recently failed. The condenser was near the end of its expected useful life of 15 years.

Discussion:

The discussion before the Board is whether to use savings from other projects to fund the emergency repair.

Policy Analysis:

NCGS 159-15, as part of The Local Government Budget and Fiscal Control Act, allows amendments to the budget ordinance with Board approval. Budget transfers exceeding \$10,000 require Board approval.

Fiscal Analysis:

The proposed ordinance would take the savings realized on the Police Station HVAC replacement (\$10,312) from earlier this year and transfer them to help fund this emergency replacement. The remainder (\$668) would come from the Community Center Maintenance operating budget line.

Staff Recommendation:

Staff recommends approval of Ordinance 2023-51.

Attachments:

1. Ordinance 2023-51

ORDINANCE 2023-51

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023.

Section 1. To amend the General Fund budget as follows:

	INCREASE	DECREASE
REVENUES		
EXPENDITURES		
Property & Project Mgmt – ZCC Maintenance		668.00
Property & Project Mgmt – Police HVAC		10,312.00
Property & Project Mgmt – ZCC HVAC	10,980.00	

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: June 15, 2023

Effective: June 15, 2023


Glenn L. York - Mayor

ATTEST:

Lisa M. Markland - Town Clerk

STAFF REPORT
ORDINANCE 2023-49 and ORDINANCE 2023-50
BUDGET AMENDMENTS CLOSING OUT GREENWAY
CAPITAL PROJECT FUND
JUNE 15, 2023

Topic: Budget Amendments Requests – Closing out Greenway Capital Project Fund (Ordinance 2023-49 & Ordinance 2023-50)

Speaker: Bobby Fitts, Finance Director (if pulled from Consent)
From: Bobby Fitts, Finance Director
Prepared by: Bobby Fitts, Finance Director
Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider transferring unspent capital funds from the Greenways Capital Project Fund back to the General Fund.

Background:

In August 2017, the Greenways Capital Project Fund was established as part of the design and construction of the Beaverdam Creek Greenway. Grants from Wake County, PARTF and NCDOT in addition to General Fund dollars were used for this project. The project is now complete and all closeout documentation has been done. With this ordinance, the unspent budgeted funds will now be transferred back to the General Fund.

Discussion:

This appropriation of unspent funds from the capital project fund will be transferred back to the General Fund from where they were initially transferred out of to fund the beginning of the Beaverdam Creek Greenway.

Policy Analysis:

NCGS 159-15, as part of The Local Government Budget and Fiscal Control Act, allows amendments to the budget ordinance with Board approval.

Staff Recommendation:

Staff recommends approval of Ordinances 2023-49 and 2023-50.

Attachments:

1. Ordinance 2023-49
2. Ordinance 2023-50

ORDINANCE 2023-49

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023.

Section 1. To amend the General Fund budget as follows:

	INCREASE	DECREASE
REVENUES		
Transfer from Greenways Capital Project Fund	\$806,850.75	
Fund Balance Appropriated		806,850.75

EXPENDITURES

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: June 15, 2023

Effective: June 15, 2023

Glenn L. York - Mayor

ATTEST:

Lisa M. Markland - Town Clerk

ORDINANCE 2023-50

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023.

Section 1. To amend the **Greenways Capital Project Fund** budget as follows:

	INCREASE	DECREASE
REVENUES		
Transfer from the General Fund		390,997.18
EXPENDITURES		
Engineering & Design	16,242.58	
Construction		399,304.24
NCDOT Review		190,450.27
Contingency		624,336.00
Transfer to the General Fund	806,850.75	

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: June 15, 2023

Effective: June 15, 2023

Glenn L. York, Mayor


ATTEST:

Lisa Markland, Town Clerk



**STAFF REPORT
WEST HORTON DRAINAGE PROJECT
PROFESSIONAL SERVICES AGREEMENT
JUNE 15, 2023**

Topic: West Horton Street Drainage Project – Professional Services Agreement

Speaker: Chris Ray, Director of Public Works
 From: Chris Ray, Director of Public Works
 Prepared by: Chris Ray, Director of Public Works
 Approved by:  Joseph M. Moore II, PE, Town Manager

Executive Summary:

The Board of Commissioners will consider a contract with Kimley-Horn and Associates, Inc., for professional services associated with the West Horton Street Drainage project.

Background:

On March 11, 2021, the US Congress approved the American Rescue Plan Act to deal with issues associated with the COVID 19. To date, the Town of Zebulon has received \$1,885,733 from the federal government. On September 13, 2021, the Board of Commissioners approved investing the funds in the Town of Zebulon West Horton Street stormwater infrastructure to address deficiencies, via budget ordinance 2022-12.

A Request for Letters of Interest (RFLOI) was issued on February 3, 2023. Thirteen (13) professional engineering firms were directly notified of the opportunity to provide professional services for this project, and an advertisement appeared in the *News and Observer* on January 29, 2023. Five proposals were received by staff. The members of the Consultant Selection Committee (CSC) were Chris Ray, Mary Duffy, Tim Bailey (Wake Forest Public Works), & Tom Covington, PE (Wake County Facilities and Design). The CSC thoroughly evaluated all submitted materials using a scoring matrix and short-listed three firms to interview. Following these interviews, the CSC discussed and evaluated the firms' presentations and responses to questions. Considering the evaluation criteria outlined in the Town's procedures for selecting consultants, the CSC unanimously recommended that negotiation for professional services for West Horton Street be initiated with Kimley-Horn and Associates, Inc.

Basis Evaluation Criteria													WEIGHT	Kimley Horn		Firm # 2		Firm # 3		Firm # 4		Firm # 5		
A	B	C	D	E	F	G	H	I	J	K	L	RAW		FINAL	RAW	FINAL	RAW	FINAL	RAW	FINAL	RAW	FINAL		
Blue weight of 1 point total weight													A	20	5	100	3	60	2	40	4	80	4	80
Blue weight of 2 points total weight													B	25	4	104	3	78	4	104	3	78	4	104
Blue weight of 3 points total weight													C	24	4	96	2	48	3	72	4	96	3	72
Blue weight of 4 points total weight													D	7	5	35	2	14	3	21	4	28	4	28
Blue weight of 5 points total weight													E	20	3	60	2	40	3	60	2	40	4	80
Blue weight of 6 points total weight													F	1	4	4	2	2	2	5	5	3	3	
Blue weight of 7 points total weight													G	21	1	21	1	21	1	21	1	21	1	21
Blue weight of 8 points total weight													H	4	3	12	2	8	2	8	4	16	3	12
Blue weight of 9 points total weight													I	11	4	44	2	22	2	22	2	22	4	44
Blue weight of 10 points total weight													J	3	3	27	3	27	3	27	2	18	4	36
Blue weight of 11 points total weight													K	8	4	64	0	0	0	0	3	48	4	64
Blue weight of 12 points total weight													L	1	0	0	0	0	0	0	0	0	0	0
													TOTALS			567		320		377		452		545



STAFF REPORT
WEST HORTON DRAINAGE PROJECT
PROFESSIONAL SERVICES AGREEMENT
JUNE 15, 2023

The agreement with Kimley-Horn includes the following attachments:

- Attachment A – Project Description
- Attachment B – Description of Basic Services
- Attachment C – Schedule (TBD)
- Attachment D – Consultants and Key Personnel
- Attachment E – Hourly Rate Schedule
- Attachment F – Change Order Form
- Attachment G – Total Project Cost

Discussion:

The decision before the Board is to enter into an agreement with Kimley-Horn to design the West Horton Drainage Project.

Policy Guidance:

This consultant agreement is consistent with the Town of Zebulon Purchasing Policy and General Statutes 143-64.31 for “Qualifications Based Selection (QBS) for professional engineering, architectural, and surveying services”.

Fiscal Analysis:

The proposed professional services agreement is within the project budget and is appropriate for a project of this scope and type.

Staff Recommendation:

Staff recommends the Zebulon Board of Commissioners approve the *Agreement For Professional Services* contract with Kimley-Horn and Associates, Inc., in the amount of \$384,500 plus an allowance of \$500.00 for eligible reimbursable expenses.

Attachments:

1. Agreement For Professional Services
2. Attachment – CSC Scoring Matrix

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENGINEERING, SURVEYING, EASEMENT ACQUISITIONS, AND GEOTECHNICAL
SERVICES**

This Agreement, made as of the day of June, 16th 2023, by and between the Town of Zebulon (hereinafter, the "Owner") and Kimley-Horn and Associates, Inc., a professional engineering firm with a partner or principal registered in North Carolina as a licensed Engineer and with offices in North Carolina (hereinafter, the "Designer").

WITNESSETH:

That the Owner and Designer, for the consideration herein named, do hereby agree as follows:

**ARTICLE 1
SCOPE OF WORK**

1.1 Scope of Work

1.1.1 This Agreement is for professional services to be rendered by Designer to Owner with respect to a project known as West Horton Drainage Improvements Project (hereinafter, the "Project"). The Project is located in Zebulon, North Carolina. It is described more particularly in Attachment A.

1.1.2 By its execution of this Agreement, the Designer represents and agrees that it is qualified and fully capable to perform and provide the professional engineering services and other services required or necessary under this Agreement in a fully competent, professional and timely manner, and that its Consultants are also fully capable and qualified to perform and provide the services that they will provide hereunder.

1.1.3 Time is of the essence of this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, the Designer shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Owner, third parties, or governmental agencies.

1.1.4 The services to be performed under this Agreement consist of Basic Services, as described and designated in Article 4 hereof and in Attachment B to this Agreement, and such Additional Services as are designated in Article 5 of this Agreement or as may from time-to-time be agreed upon by the Owner and Designer by Amendment or Addendum to this Agreement. Compensation to the Designer for Basic Services under this Agreement shall be as set forth herein, and compensation for Additional Services shall be as set forth herein or in any Amendment or Addendum providing for them. All services performed by the Designer not identified as Additional Services in Article 5 or in a written Amendment or Agreement entered into by the Owner and the Designer and providing for additional compensation for such additional services relating to the Project shall be deemed to be Basic Services which are provided without additional compensation.

ARTICLE 2

DEFINITIONS

2.1 Definitions

- 2.1.1 Additional Services - See Section 1.1.4 and Article 5.
- 2.1.2 Basic Services - See Article 4 and Attachment B.
- 2.1.3 Certificate of Final Completion - See the General Conditions of Town of Zebulon Standard Construction Agreement with contractors.
- 2.1.4 Compensation for Basic Services - See Section 7.1 and 7.2.
- 2.1.5 Consultants - See Section 3.3.1 and Attachment E.
- 2.1.6 Town Board of Commissioners - The Board of Commissioners of the Town of Zebulon .
- 2.1.7 Town Manager - The employee of Town of Zebulon bearing that title.
- 2.1.8 Public Works Director - See Section 8.1.3. The Director, Public Works Department is the employee of Town of Zebulon bearing that title.
- 2.1.9 Milestone Dates - See Attachment D.
- 2.1.10 Project - All phases of the Project as described in Attachments A and B including but not limited to the Mapping and Field Survey, Geotechnical, Hydrologic and Hydraulic Modeling, Final Design, Public Engagement, Easement Acquisition, Project Management, Permitting, and Bid Phase.
- 2.1.11 Reimbursable Expenses - See Section 7.5.

2.1.12 Total Project Cost - See Section 4.2.1

ARTICLE 3
RESPONSIBILITIES OF THE DESIGNER

3.1 Services to be Provided

3.1.1 The Designer shall provide the Owner with all Engineering services required to satisfactorily complete all phases of the Project within the time limitations set forth herein and in accordance with the professional standard of care and as set forth in Attachment B. All services of the Designer shall be provided in accordance with the terms and conditions of this Agreement.

3.1.2 Construction Administration and Construction Engineering inspections.

It is the intent of the Town of Zebulon to award an additional contract/amendment to Kimley Horn and its consultant team for Construction Administration and Construction Engineering based on the Request for Letters of Interest (RFLOI) dated February 3, 2023, as being the most qualified firm to complete design, permitting, construction administration, and inspection.

3.2. Standard of Care

3.2.1 The Designer and its Consultants shall exercise reasonable care and diligence in performing their services under this Agreement in accordance with the industry standard of care and in accordance with federal, state, and local laws and regulations applicable to the performance of these services. The Designer shall serve as a representative of the Owner in accordance with the terms and conditions of this Agreement and shall exercise the professional standard of care in its performance of its services using the Designer's best efforts.

3.2.2 The Designer shall be responsible for all negligent errors or omissions, in the drawings, specifications, and other documents prepared by the Designer or its Consultants. It shall be the responsibility of the Designer throughout the period of performance under this Agreement to use reasonable professional care and judgment.

3.2.3 The Designer shall correct at no additional cost to the Owner any and all negligent errors, omissions, discrepancies, ambiguities, mistakes or conflicts in the drawings, specifications and other documents prepared by the Designer or its Consultants.

3.2.4 The Designer shall endeavor that all drawings, specifications and other documents prepared by the Designer or its Consultants hereunder are in accordance with applicable laws, statutes,

building codes and regulations and that all necessary or appropriate applications for approvals are submitted to federal, state and local governments or agencies in a timely manner so as not to delay the design or construction activities of the Project.

3.2.5 The Designer and its Consultants shall perform all services in a timely manner in accordance with all schedules for the Project or required under the Agreement and in accordance with the Construction Register, as provided in the General Conditions of the Owner's contracts with the Contractors for the Project.

3.2.6 The Designer shall reimburse the Owner, as stipulated in 3.2.6.A and 3.2.6.B for costs, damages and expenses, including attorney's fees, incurred by the Owner to the extent such costs, damages and expenses are caused by any negligent error, omission or delay of the Designer or its Consultants.

A. To the extent that the cost to the Owner for all errors, premium value of omissions or delays of the Designer is less than two and half percent (2.5%) of the Total Project Cost identified in Attachment C, the Designer shall not be liable to the Owner for such costs.

B. If the aggregate cost to the Owner for such errors, premium value of omissions or delays of the Designer amounts to more than two and half percent (2.5%) of the Total Project Cost identified in Attachment C, the Designer shall reimburse the Owner for all such costs in excess of said two and half percent (2.5%).

3.3 Designer's Consultants

3.3.1 The Designer's Consultants for the project, along with their key project personnel, are listed in Attachment D to this Agreement. No changes in the consultants or key personnel indicated shall be permitted except with the prior written consent of the Owner.

3.3.2 All of the Designer's contracts with its Consultants shall be in writing and shall expressly provide that if this Agreement is terminated for any reason, the Owner may, at its sole option, take the assignment of the Consultants' contract with the Designer, that such assignment shall automatically take place upon notification in writing by the Owner to the Consultants and the Consultants shall continue to be bound by the contract after such assignment. A copy of each contract between the Designer and a Consultant shall be furnished to the Owner within seven (7) days of its execution.

ARTICLE 4 **BASIC SERVICES**

4.1 Basic Services

4.1.1 The Designer shall perform as Basic Services that work and services described herein and in Attachment B to this Agreement.

4.1.2 The Basic Services will be performed by the Designer in the phases described in Attachment B.

4.1.3 The Owner shall have the right and option to require the Designer to prepare bid alternates as part of the bid packages with no additional compensation due the Designer to the extent set forth in Attachment B.

4.2 Project Cost Estimates

4.2.1 At the times designated herein, the Designer shall develop an estimate of the total cost of the Project (the "Total Project Cost"), including Designer's fees, costs of the construction, costs of amenities, and landscaping, permit fees and appropriate contingencies. These costs shall be prepared and submitted to the Owner substantially in the format shown in Attachment G to this Agreement. The designer will provide cost estimates based on recently bid internal projects and in addition to projects bid by the Town and NCDOT to provides the project estimates. All reasonable efforts will be made to ensure that the Town of Zebulon has accurate information to make decisions. The Town of Zebulon recognizes that this is a unique time in history with shortage of materials and labor, inflationary pressures on materials and goods and significant construction work available for qualified contractor making the estimate progress more complicated than previously.

4.2.2 These Total Project Cost estimates shall be prepared by a qualified cost estimating Consultant to the Designer who is acceptable to the Owner.

4.2.3 Total Project Cost estimates shall be prepared at four points in the production of the Designer's work:

- A. 25% Complete Design;
- B. 65% Complete Design
- C. 90% Complete Design; and
- D. 100% Complete Design (Bid Set)

4.2.4 When the first of these estimates of Total Project Cost has been approved in writing by the Owner, it shall be used by the Owner as a basis for appropriating funds specifically for the Project. Once this Total Project Cost has been so approved by the Owner, the Designer shall use best efforts to adjust

the design of the Project such that it remains within the approved Total Project Cost. Notwithstanding the foregoing, the Designer shall not be responsible if the Total Project Cost is exceeded due to factors outside the control of the Designer and the Designer's Consultants.

4.2.5 Should bidding or negotiation with contractors produce prices which, when added to the other elements of the approved Total Project Cost, produce a cost that is in excess of the approved Total Project Cost, the Designer may participate with the Owner in rebidding, renegotiation and design adjustments to the extent such are necessary to obtain prices within the approved Total Project Cost. All activity of the Designer with respect to these matters shall constitute Basic Services and shall be performed by the Designer without additional compensation.

4.3 Project Conferences

4.3.1 For the duration of the development of the Project, the Designer and its Consultants shall meet monthly with the Owner. The meetings which the Designer shall be required to attend are listed below:

- Initial kick-off orientation meeting
- Progress meetings during pre-design and design phases will be held every month.
- Pre-Bid conferences
- Bid openings
- Easement review and property owner coordination

4.4 Construction Administration

4.4.1 As part of Basic Services, the Designer shall provide all administrative services as related to the project bidding process and as defined in Attachment B.

ARTICLE 5

ADDITIONAL SERVICES

5.1 Additional Services

5.1.1 Additional Services to be provided by the Designer or its Consultants pursuant to this Agreement are as follows:

- A. Providing fully detailed presentation models or professional artist's renderings.

B. Making major revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner or are due to causes beyond the control and without the fault or negligence of the Designer.

C. Preparing supporting data and other services in connection with a significant Owner-initiated change order, but only if Designer can demonstrate that such services cause a direct increase in Designer's cost of rendering its Basic Services hereunder.

D. Preparing to serve or serving as an expert witness for the Owner in connection with arbitration or legal proceedings unless the subject matter of the proceedings includes matters arising out of or related to the Designer's or Consultant's performance of service with respect to the Project; however, preparing to serve or serving as a fact witness for the Owner in such proceedings or rendering testimony necessary to secure governmental approval of zoning or land use clearances for the Project shall not constitute an Additional Service.

E. Providing professional services made necessary by the default of a Contractor.

F. Providing additional or extended services during the Construction Phase made necessary by (a) defective work of the contractor(s); (b) prolongation of more than sixty (60) days, provided the prolongation is not due to the fault or negligence of the Designer, its employees, consultants, or agents; or (c) default under the construction contract due to delinquency or insolvency.

G. Providing additional services and costs necessitated by special out-of-town travel required by the Designer and approved in advance in writing by the Owner, other than visits to the Project and other than travel reasonably required to fully accomplish the Basic Services.

H. Attending special public hearings for the Project, other than those listed herein, which are called by the County Board of Commissioners.

ARTICLE 6

DURATION OF DESIGNER'S SERVICES

6.1 Scheduling of Services

6.1.1 Attachment C to this Agreement is the Key Milestone Listing which defines the sequence and timing of the design and construction activities. The Designer and its Consultants shall schedule and perform their activities so as to meet the Milestone Dates shown. No deviation by the Designer or its

Consultants from the Key Milestone Listing shall be allowed without prior written approval by the Owner. The Designer and Owner will agree on Key Milestone dates (Attachment C) after the execution on the contract via a no-cost, written amendment.

6.1.2 The Designer's schedule for the performance of its activities and the activities of its Consultants shall be reduced to writing and submitted to the Owner for review and approval. The Designer shall also prepare and submit to the Owner for review and approval a schedule of all known items of information, approvals or decisions to be furnished or made by the Owner, including the dates by which the Owner shall have all information necessary from the Designer with respect to that item, approval or decision and the date by which the item of information, approval or decision should be communicated to the Designer. The Owner shall always have a reasonable time within which to provide such item of information, approval or decision and shall not have any responsibility for any delay occurring by reason of the Owner's being unable, through no fault of the Owner, to supply such item of information, approval or decision. Notwithstanding any other provision of this Agreement, the Designer shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Owner, third parties, or governmental agencies.

6.1.3 Should the Owner determine that the Designer is behind schedule, it may require the Designer to expedite and accelerate its efforts, including providing additional manpower and/or overtime, as necessary, to perform its services in accordance with the Key Milestone Listing at no additional cost to the Owner.

6.1.4 The commencement date for the Designer's Basic Services shall be the date of delivery to the Designer from the Owner of a fully executed original of this Agreement.

6.2 Adjustments to the Schedule

6.2.1 If the Designer's work on the Project is or will be delayed for more than sixty (60) days through no fault of the Designer, or if the Owner increases or decreases the scope or size of the Project by ten percent (10%) of currently estimated Total Project Cost, the Designer shall give prompt written notice to the Owner. Provided that such notice has been given, the Designer may request in writing an adjustment in the Key Milestone Listing dates, which shall be granted by the Owner to the extent reasonable.

ARTICLE 7

DESIGNER'S COMPENSATION

7.1 Compensation for Basic Services

7.2 Compensation for Basic Services shall include all compensation due the Designer from the Owner for all services under this Agreement except for Additional Services and Reimbursable Expenses. Breakdown of Compensation for Basic Services

Compensation for Basic Services consists of the following compensation for the following separate categories of services:

- 7.2.1 Mapping and Field Survey. Lump sum fee of \$85,638.82**
- 7.2.2 Geotechnical investigations. Lump sum fee of \$16,020.00**
- 7.2.3 Hydrologic Modeling. Lump sum fee of \$10,105.00.**
- 7.2.4 Hydraulic Modeling. Lump sum fee of \$53,515.00.**
- 7.2.5 Final Design. Lump sum fee of \$75,632.50.**
- 7.2.6 Public and Stakeholder Engagement. Lump Sum fee \$15,765.00**
- 7.2.7 Easement Acquisition. Lump sum fee of \$48,905.00**
- 7.2.8 Project Management/Design Meeting. Lump sum of \$30,842.50**
- 7.2.9 Permitting. Lump sum of \$35,690.00**
- 7.2.10 Bid Phase and Construction Adm. Lumps sum of \$12,386.18**
- 7.2.11 Reimbursable –Travel/Mileage/Printing. Maximum of \$500.00**
- 7.2.12 Grand Total: 385,000.00**

7.3 Payment for Basic Services Rendered

7.3.1 Payment to the Designer for Basic Services shall become due and payable monthly in proportion to satisfactory services performed and work accomplished. Payments will be made monthly by the Owner within 30 calendar days of receipt of an invoice which is in form and substance acceptable to the Owner. In the event the Owner finds any part or parts of all or any portion of an invoice presented by the Designer not to be acceptable, it shall identify to the Designer the part or parts which are not acceptable and shall pay the part or parts of the invoice which are acceptable, if any. No deductions shall be made from the Designer's fees for basic services except in accordance with this Agreement or to reimburse the Owner for costs or expenses incurred or anticipated to be incurred for which the Designer is liable.

7.3.2 If the Owner increases or decreases the scope of the Project by ten percent (10%) or more of the currently estimated Total Project Cost, the compensation for Basic Services shall be equitably adjusted.

7.4 Compensation for Additional Services

7.4.1 With respect to Additional Services performed by the Designer in accordance with Article 5 or any Addendum or Amendment to this Agreement, the Designer shall be compensated at the hourly rates shown in Attachment E to this Agreement, unless the Owner and the Designer otherwise agree in writing.

7.5 Reimbursable Expenses

7.5.1 Reimbursable expenses are included in the fees for Basic Services and for the following expenditures, to the extent reasonable and actually incurred by the Designer, its employees, or its consultants with respect to the Project:

7.5.2 Actual expenditures for postage, reproductions, photography, travel, mileage, and other charges directly attributable to this Project.

7.5.3 The actual cost of reproduction of plans and specifications, excluding documents for exclusive use by the Designer.

7.5.4 Neither the Designer nor its Consultants shall be entitled to any mark-up on actual expenses which are incurred.

7.6 Accounting Records

7.6.1 Accounting records of the Designer's compensation for Additional Services and Reimbursable Expenses pertaining to the Project shall be maintained by the Designer and its Consultants in accordance with generally accepted accounting practices and shall be available for inspection by the Owner or the Owner's representatives at mutually convenient times for a period of three (3) years after issuance of the Certificate of Final Completion for the Project.

ARTICLE 8

RESPONSIBILITIES OF THE OWNER

8.1 Cooperation and Coordination

8.1.1 The Owner shall meet with the Designer as necessary at mutually convenient times to provide information necessary to enable the Designer to develop a detailed written analysis and complete needs summary of the Project.

8.1.2 The Owner shall examine documents submitted by the Designer and shall make reasonable efforts to render decisions pertaining thereto no later than the dates specified in the schedule for such decisions described in Article 6.1.2.

8.1.3 The Director of Public Works Department shall be the Owner's Construction Projects Administrator and shall act in the Owner's behalf and as its representative with respect to the Project and shall have the authority to render decisions and approve changes in the scope of the Project within guidelines established by the Town Manager and the Town Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

8.2 Existing Easements and Surveys

8.2.3 All services, data, information, easements, surveys, and reports required of the Owner pursuant to this Article 8, shall be furnished at the Owner's expense and, absent any negligence or failure to follow the professional standard of care on the part of Designer, the Designer shall be entitled to rely upon the accuracy and completeness of such services, data, information, surveys, and reports.

8.3 Permits and Approvals

8.3.1 The Owner shall secure and pay for all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Designer shall provide the Owner with a schedule of all required approvals and of the dates by which application for such approvals must be made in order to avoid any risk of delay to the Project, prepare necessary application forms, present documents requiring approval by the Owner and submit documents with the Owner's approval to the appropriate approval agency.

ARTICLE 9

INSURANCE

9.1 General Requirements

9.1.1 The Designer shall purchase and maintain and shall cause each of its Consultants to purchase and maintain during the period of performance of this Agreement and for five years after issuance

of a Certificate of Final Completion of the Project insurance for protection from claims under workers' or workmen's compensation acts; Commercial General Liability Insurance (including broad form contractual liability and complete operations, explosions, collapse, and underground hazards coverage) covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease or death of any of the Designer's or Consultants' employees or any other person and to real and personal property including loss of use resulting thereof; Commercial Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering personal injury or death, and property damage; and Professional Liability Insurance, covering personal injury, bodily injury and property damage and claims arising out of or related to the performance under this Agreement by the Designer or its agents, Consultants and employees.

9.1.2 The minimum insurance ratings for any company insuring the Designer shall be A-. Should the ratings of any insurance carrier insuring the Designer fall below the minimum rating, the Town may, at its option, require the Designer to purchase insurance from a company whose rating meets the minimum standard.

9.2 Limits of Coverage

9.2.1 Minimum limits of insurance coverage shall be as follows:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
Worker's Compensation	Limits for Coverage A - Statutory State of N.C. Coverage B - Employers Liability \$500,000 each accident and policy limit and disease each employee
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Commercial Automobile Liability Combined Single Limit	\$1,000,000
Professional Liability	\$1,000,000 each claim \$2,000,000 Aggregate

9.2.2 If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3)

years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to the Town of Zebulon indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

9.3 Proof of Coverage

9.3.1 Evidence of such insurance shall be furnished to the Owner. Copies or originals of correspondence, certificates or other items pertaining to insurance shall be sent to: Zebulon Public Works Department, 450 East Horton Street, Zebulon, NC 27597. Upon cancellation, non-renewal or reduction, the Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

9.4 Indemnity

9.4.1 The Designer agrees to indemnify and hold harmless the Owner from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons to the extent caused by the negligence or misconduct of the Designer except to the extent same are caused by the negligence or willful misconduct of the Owner. It is the intent of this provision to require the Designer to indemnify the Owner to the fullest extent permitted under North Carolina law.

9.5 Owner's Insurance Option

9.5.1 At any time during the performance of this Agreement, the Owner may, at its sole option, provide for itself, for the Designer and for its Consultants any or all of the insurance coverage required under the Article.

9.5.2 If the Owner elects to provide such coverage it shall notify the Designer in writing and provide to the Designer such certificate or certificates of coverage as may be applicable.

9.5.3 If the Owner elects to provide such cover it shall be entitled to pro rata reduction in the fees for Basic Services equal to the cost of providing such coverage to the Designer and its Consultants.

ARTICLE 10
AMENDMENTS TO THE AGREEMENT

10.1 Changes in the Designer's Basic Services

10.1.1 Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the Owner and the Designer. The Designer shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the Owner or a written notice from the Owner directing the Designer to proceed, whichever is earlier.

10.2 Owner Changes

10.2.1 The Owner may, without invalidating this Agreement, make written changes in the Designer's Basic Services or Additional Services of this Agreement by preparing and executing an Amendment to the Agreement. Within three (3) days of receipt of such an Amendment, the Designer shall notify the Owner in writing of any change contained therein that the Designer believes significantly increases or decreases the Designer's services with respect to the Project and request an adjustment in compensation with respect thereto. If the Amendment significantly increases or decreases the Designer's services, the Designer's compensation may be equitably adjusted.

ARTICLE 11
TERMINATION AND SUSPENSION

11.1 Termination for Convenience of the Owner

11.1.2 This Agreement may be terminated without cause by the Owner and for its convenience upon seven (7) days written notice to the Designer.

11.2 Other Termination

11.2.1 After seven (7) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable actions to remedy the breach.

11.3 Compensation After Termination

11.3.1 In the event of termination for the convenience of the Owner, the Designer shall be paid that portion of its fees and expenses that it has earned to the date of termination, plus five percent (5%) of its compensation for Basic Services earned to date or of its unearned compensation for Basic Services, whichever is less, less any costs or expenses incurred or anticipated to be unearned by the Owner due to errors or omissions of the Designer.

11.3.2 In the event of termination by reason of a material breach of the Agreement by the Owner, the Designer shall be entitled to the same compensation as it would have received had the Owner terminated the Agreement for convenience, and the Designer expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all costs and damages it might incur as a result of such termination.

11.3.3 In the event of termination by reason of a material breach of the Agreement by the Designer, the Designer shall be paid that portion of its fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the Owner due to errors or omissions of the Designer or by reason of the Designer's breach of this Agreement.

11.3.4 Should this Agreement be terminated, the Designer as provided under this Article 11 shall grant to the Owner, at no additional cost, ownership of all documents, drawings, and electronic data bases relating to the Project, including the ownership and use of all drawings, specifications, documents, and materials relating to the Project prepared by or in the possession of the Designer. The Designer shall turn over to the Owner, within seven (7) days and in good unaltered condition, originals or reproductions of all original drawings, specifications, documents, electronic data bases, and materials. In the event of such termination, and should the Owner use such drawings for completion of the Project, the Owner shall be responsible for any cost, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by the Owner, its Contractor(s), agents or employees in connection with Owner's use of such drawings, plans, specifications, renderings, models and other work provided as part of Basic Services and Additional Services. The Designer specifically agrees to incorporate the provisions of this paragraph in all contracts for the services of Designer's Consultants. The Owner agrees that the Designer may retain one set of drawings for its records.

11.3.5 Should this Agreement be terminated, the Owner shall, nevertheless, have the right to require the Designer and/or its Consultants to perform such additional effort as may be necessary to provide professionally certified and sealed drawings and to deliver to the Owner such certified and sealed

drawings with respect to any phase or item of the project, for which effort the Designer shall be compensated in accordance with this Agreement.

11.4 Suspension

11.4.1 The Owner may order the Designer in writing to suspend, delay, or interrupt all or any part of its Services on the Project for the convenience of Owner.

11.4.2 In the event the Designer believes that any suspension, delay, or interruption of any or all of the Work on the Project, may require an extension of the duration of Basic Services or an increase in the level of staffing by Designer, it shall so notify the Owner and propose an amendment of the Key Milestone Listing for consideration of the Owner. Such amendment or extension shall be effective only upon the written approval of the Owner, which will not be withheld unreasonably. In the event the duration of Basic Services is extended or shortened, or the level of staffing by the Designer is increased or decreased, the Designer's compensation for Basic Services may be equitably adjusted.

11.4.3 A suspension, delay, or interruption of the Project shall not terminate this Agreement; provided, however, that if such suspension, delay or interruption causes a suspension of the Designer's services for a period exceeding ninety (90) days, the Designer's compensation for Basic Services may be equitably adjusted.

11.5 Waiver

11.5.1 The payment of any sums by the Owner under this Agreement or the failure of the Owner to require compliance by the Designer with any provisions of this Agreement or the waiver by the Owner of any breach of this Agreement shall not constitute a waiver of any claim for damages by the Owner for any breach of this Agreement or a waiver of any other required compliance with this Agreement by the Designer.

ARTICLE 12

ADDITIONAL PROVISIONS

12.1 Confidentiality

12.1.1 The Designer and its Consultants shall use their best efforts not to disclose or permit the disclosure of any confidential information relating to the Project, except to its agents, employees and other

consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

12.2 Limitation and Assignment

12.2.1 The Owner and the Designer each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the Owner nor the Designer shall assign or transfer its interest in this Agreement without the written consent of the other.

12.3 Governing Law

12.3.1 This Agreement and the duties, responsibilities, obligations, and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.

12.4 Dispute Resolution

12.4.1 Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

12.5 Extent of Agreement

12.5.1 This Agreement represents the entire and integrated agreement between the Owner and the Designer 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 the Designer.

12.6 Severability

12.6.1 If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

12.7 Ownership of Documents

12.7.1 All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the property of the Owner and may be used on any other project without additional compensation to the Designer. The use of the documents by the Owner or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the Owner or such person or entity and without liability to the Designer or its Consultants.

12.8 List of Attachments

12.8.1 The following Attachments are incorporated herein and made a part of this Agreement by reference:

- Attachment A - Description of the Project
- Attachment B - Description of Basic Services
- Attachment C - Key Milestone Listing
- Attachment D – Consultants & Key Personnel
- Attachment E – Hourly Rates Schedule
- Attachment F – Amendment/Change Order
- Attachment G – Total Project Cost

12.9 E-Verify

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with N.C.G.S. Chapter 64, Article 2 (N.C.G.S. 64-26(a)) relating to the E-Verify requirements.

12.10 Iran Divestment Act

By submittal of a bid or execution of a contract, all contractors, including any subcontractors employee by the contractor(s), attest and affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act

12.11 Relationship of Parties

Designer is an independent contractor of the Town. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the town. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Designer will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Designer nor any employee of the Designer shall be deemed an officer, employee, or agent of the Town.

12.12 No Waiver of Sovereign Immunity

Town of Zebulon and the Designer agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Town of Zebulon pursuant to N.C.G.S. 153A-435.

12.13 Non-Appropriation

Designer recognized that Town of Zebulon is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Town of Zebulon and without the seven (7) day notice requirement set forth in Article 11.

In the event of a legal change in Town of Zebulon’s statutory authority, mandate, and mandated functions which adversely affects Town of Zebulon’s authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Town of Zebulon and without the seven (7) day notice requirement set forth in Article 11.

IN WITNESS WHEREOF, the parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ATTEST:

DESIGNER

By: _____

By: _____

Title: _____

Title: _____

SEAL

ATTEST:

TOWN OF ZEBULON

By: _____
Chris D. Ray
Public Works Director

By: _____
Joseph M. Moore, II, PE
Town Manager

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

Robert T. Fitts
Finance Director, Town of Zebulon

This instrument is approved as to form.

Eric Vernon
Town of Zebulon Attorney

The person responsible for monitoring the contract performance requirements is Chris D. Ray, Director of Public Works, Town of Zebulon.

_____ Department Head Initials

ATTACHMENT A DESCRIPTION OF THE PROJECT

To Professional Services Agreement
Dated June 6th, 2023
Between the Owner, Town of Zebulon
And the Designer, Kimley Horn and
Associates

The West Horton Street Drainage Improvements Project is located in downtown Zebulon. The project begins on the 100 block of West Horton Street, extending along North Church Street, West Vance Street, across several private properties, finally crossing West Barbee Street. Flow direction is generally north to south, with existing drainage system crossing several private properties. This project is to replace conveyances that are undersized, in poor condition, or both. A prior drainage study conducted by the Wooten Co. finalized on April 11th, 2022, was performed that identified several pipes for replacement or upsizing. This study and design will further develop hydraulic sizing calculations and finalize the layout of the proposed drainage system. It will also consider features such as Silva Cells, Filterra inlet structures, linear bioretention, pervious pavers, and other water quality enhancements as part of the alternative's evaluation. The project area is outlined below:



Overview of Project Tasks:

1. Mapping and Field Services
2. Geotechnical Investigations
3. Hydrologic Modeling
4. Hydraulic Modeling
5. Final Design
6. Public Stakeholder Meetings
7. Easement Acquisition
8. Project Management and Design Phase Meetings
9. Permitting
10. Bid Phase Services

ATTACHMENT B
DESCRIPTION OF BASIC SERVICES

To Professional Services Agreement
Dated June 6th, 2023
Between the Owner, Town of Zebulon
and the Designer, Kimley Horn and
Associates

Description of Basic Services Tasks:

1) Mapping and Field Services:

Field survey will be collected for infrastructure and features within the Project Area. Consultant's design team includes Wetherill Engineering for field survey and SUE data collection.

The surveying scope of services includes creating easement exhibits for up to seven (7) parcels. For surveying on private property, the Town of Zebulon will notify citizens of surveying activities and will obtain right of entry as necessary.

The Consultant will conduct a detailed field investigation within the project corridor to delineate potentially jurisdictional streams, wetlands, and/or open waters within the study area utilizing the three-parameter approach for wetland delineation as described in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands. The jurisdictional limits will be flagged following the guidelines presented in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and the 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0). Data forms required for certification by the US Army Corps of Engineers (USACE) and the NC Division of Water Resources (NCDWR) will be completed with the data necessary obtained during field reviews. Any jurisdictional streams will be classified as either perennial or intermittent. The delineated wetland or stream boundaries will be flagged, and GPS located.

2) Geotechnical Investigations:

Falcon Engineering will conduct geotechnical investigations in support of project design and construction. The geotechnical scope of services includes seasonal high-water table and infiltration testing at potential water quality locations as well as soil borings in the railroad right of way and at the system discharge south of W. Barbee Street.

3) Hydrologic Modeling:

During the field inventory and reconnaissance, hydrologic modeling of the system drainage area will begin. Hydrologic calculations will be conducted for the 2-, 10-, 25-, and 100-year, 24-hour event.

The overall drainage basin will be subdivided strategically to allow for analysis at specific points of interest within the watershed. Drainage basins will generally be less than 5 acres; however, smaller areas may be utilized within the Project Area where analysis and design require a more refined evaluation. Piping systems and channels outside the Project Area will not be individually modeled; their drainage areas will be aggregated into single drainage sub-basins. Runoff

discharges from subbasins will be developed using EPA-SWMM runoff methodology as described in the EPA-SWMM manual. In summary, SWMM computes runoff from a Sub-watershed by treating each sub-watershed surface as a non-linear reservoir that receives rainfall and fills up estimated surface storage within the sub-watershed, resulting in both runoff and infiltration. Sub-watershed infiltration will be estimated based on the Curve Number methodology. Average watershed slope will be based on public LiDAR data and/or survey data. PCSWMM software incorporates EPA-SWMM methodology and will be used to develop subbasin runoff hydrographs.

4) **Hydraulic Modeling:**

The level of service (LOS) requirement for pipes evaluated or designed as part of this project is the 10-year, 24-hour storm event such that pipe surcharging does not occur. Consultant will utilize PCSWMM to analyze system hydraulics. PCSWMM is an interface built on the EPASWMM hydraulic platform. Proposed catch basins within the street curb line shall be designed such that the spread at the new inlets for a rainfall intensity of 4 in/hr. does not exceed the Town standard of 7 feet into the travel lane, if possible (by increasing the length of the proposed inlet; no upgradient inlets will be included in the design for spread mitigation). Within the Project Area, each pipe will be evaluated to determine the existing LOS. Pipes in poor condition or deficiently sized will be included for replacement. Other pipes and inlets outside the Project Area will not be individually analyzed. Hydraulic analysis will terminate at the system discharge just downstream of W. Barbee Street. No downstream impacts analysis will be performed for this project other than quantification of expected changes in peak flows at the discharge of the system downstream of W. Barbee Street.

Analysis will focus on addressing system deficiencies within the public right-of-way if possible. As public right-of-way pipes are upsized and/or rerouted, reduced flows through private systems will be accounted for to determine if they require upgrade due to deficient hydraulic capacity. Kimley-Horn will work with the Town once the analysis is completed to determine if the Town would like to include upgrades to private system in the project design. The three alternatives which will be evaluated are:

1. Piping conveyance upgrades within the public right-of-way only
2. Piping conveyance upgrades on public right-of-way and private property
3. Piping conveyance upgrades with up to three water quality elements incorporated into the design

Alternatives analysis will include schematic figures based on GIS data, survey, and aerial photography laying out the proposed improvements. Each alternative will include an opinion of probable construction cost (OPCC) and an assessment of permitting requirements.

Consultant shall assemble results of the modeling study into a technical memorandum (TM) that will document the methodologies and results of the study. Alternatives will be presented, along with OPCC and recommended alternative (based on Town priorities and the performance of each alternative) for implementation. The technical memorandum will be approximately 20-25 pages, including maps and appendices.

5) **Final Design:**

For pipes in the Project Area determined to be in poor condition or undersized, Consultant will design improvements to bring the system up to the 10-year LOS. This Scope of Services assumes that proposed infrastructure improvements will be limited piping conveyance upgrades in the public right-of-way only. For construction close to buildings and structures, foundation protection will be called out on the plans, but design of foundation protection systems will be the responsibility of the Contractor. This Scope of Services assumes that all pipes, system drainage structures, end walls, etc. will be based on standard available sizes and standard construction details, with no custom detailing required. Non-standard items will be dimensioned by consultant, with the Contractor providing structural design as part of construction.

Town of Zebulon and NCDOT specifications will be used for all applicable items included in the design. This Scope of Services assumes that the Town will provide construction contract documents (notices, agreements, requirements, etc.) and that technical specifications will be based on NCDOT standard construction specifications. Consultant will develop up to ten (10) project special provisions in addition to NCDOT specifications for items not covered by NCDOT or Town standard documents. The Bidding and Contract Requirements, combined with the PSPs, are referred to collectively herein as the "Project Manual." Kimley-Horn will prepare the plans at a scale of 1 inch – 20 foot or greater using MicroStationV8i and GEOPAK software. Kimley-Horn will provide a Quality Control/Quality Assurance review of all plans prior to submittal.

Design documents will be submitted to the Town for review at three (3) project milestones: 25%, 65%, and 90%, as described below. Kimley-Horn will submit plans in electronic (PDF) format to the Town as well as a preliminary Opinion of Probable Construction Cost (OPCC). Up to three (3) hard copies of each plan submittal will be provided to the Town if requested. Consultant will receive Town requests and comments, which will be addressed to the Town's satisfaction in the subsequent milestone submittal. Utility Construction Plans consisting of water and sewer design, as well as the construction coordination of these relocations (both dry and wet utilities) are considered basic services. Major relocations of utilities will be considered that require hydraulic calculation will be additional services.

Reviews will be completed at the following phases:

- 25% Complete Milestone
- 65% Complete Milestone
- 90% Complete Milestone
- 100% Complete Milestone

At all phases probable construction cost estimates will be completed based on NCDOT pay items. Permit updates to be included at every milestone. Permit submittals should occur between the 65-90% drawings phases.

6) **Public Stakeholder meetings:**

Three public/stakeholder meetings are included in this Scope of Services as described below. For each meeting, Consultant shall prepare conceptual aerial photography-based maps showing the project area and proposed improvements.

- **Meeting 1:** Downtown Advisory Committee. Consultant shall prepare brief presentation (approximately 10 slides) to show project limits, proposed improvements, and possible traffic control (detours, etc.).
- **Meeting 2, Project Summary and Initial Feedback:** After 25% preliminary plans are complete this meeting will be open to public, with invites sent to area residents and businesses by the Town. Open house format, with meeting materials prepared by consultant for two stations. Meeting materials will include large format maps of project area and existing system. Project team will solicit input from area residents and businesses about historic flooding for model validation purposes.
- **Meeting 3, Improvements Summary and Construction:** After 90% plans are complete, this meeting will be open to the public, with invites sent to area residents and businesses by the Town. Open house format, with meeting materials prepared by consultant for two stations. Meeting materials will include large format maps of project area, proposed improvements, and easements. Discussion is expected to focus on construction impacts, traffic management, etc. Following each meeting, Consultant will provide the Town with written notes documenting discussions, feedback, and action items.

7) Easement Acquisition:

Carolina Land Acquisitions (CLA) will provide-easement acquisition services for up to seven parcels. Carolina Land Acquisitions will be responsible for negotiating and securing temporary construction easements, and permanent Drainage easements. CLA will also complete the appraisals for any needed property. The appraisal process could take 75-90 days to complete based on current market activity.

8) Project Management and Design Phase Meetings:

Consultant will manage the project in a manner to be responsive to the needs and schedule of the Town and to provide quality assurance and control of deliverables. The project management and administration efforts will consist of the following items:

- Oversee the Consultant project team to manage budget, schedule, and conformance to the project scope on a day-to-day basis.
- Provide a contact for the Town so that at any time someone familiar with the project is available to the Town if questions, comments, concerns, or other project needs arise. The point of contact will be David Hursey as the project manager.
- Ensure the quality control procedures are followed
- Develop and implement the project work plan
- Ensure critical path tasks are implemented in a timely fashion
- Manage and direct Consultant's subconsultants in execution of project scope
- Prepare and submit monthly progress report to the Town's project manager including milestones achieved, status of each major task, support and documentation for schedule changes, and justify proposed changes to budgets
- Maintain a project cost accounting system
- Maintain a project filing system for storage and retrieval of project documents.

Project meetings will be monthly at a minimum and will incorporate at a minimum the following:

- 1. Alternatives presentation meeting
- 2. 65% design review meeting (virtual)
- 3. 90% design review meeting (virtual)
- 4. Easement review and property owner coordination meeting (2) miscellaneous design meetings (virtual)

9) **Permitting:**

Several permits are likely required for construction of the proposed alternatives. Determination of permitting requirements and application preparation will begin following Task 4, upon incorporation of Town comments and advancing of the design to 65% complete. Anticipated permits are summarized below. Note that review fees are not included in this Scope of Services:

Railroad: A new stormwater pipe crossing beneath Norfolk Southern Railroad is proposed with project improvements. It is anticipated that trenchless construction methods, such as bore and jack, will be required. Consultant shall submit necessary documentation to obtain railroad approval of proposed construction. If possible, expedited processes will be utilized.

Environmental Permits: Based on the project location within the Neuse River Basin, streamside riparian buffer zones may be regulated by the NCDWR. Consultant will review the most recent NRCS Soil Survey for Wake County and the USGS 1:24,000 topographic maps for the area and determine the applicability of NCDWR riparian buffer rules within the corridor. A buffer applicability determination request will be prepared and submitted to NCDWR based on the field reconnaissance conducted as part of Task 1. It is anticipated that one site inspection will be required with NCDWR where Consultant will review the stream calls in the field with applicable representatives. Consultant will perform any minor modifications to the stream calls that may be deemed necessary by NCDWR to obtain their concurrence.

Consultant anticipates that a Preliminary Jurisdictional Determination (Pre JD) will be sufficient to meet the Town's schedule and objectives. Consultant will prepare a Pre JD request package for submittal to the USACE. Consultant will seek to obtain concurrence from the USACE in the wetland and streams identified within the corridor. An application will be made to the USACE consisting of a letter, the required figures, and data forms. It is anticipated that one site inspection will be required with the USACE where Consultant will review the final delineation in the field with applicable representatives. Consultant will perform any minor modifications to the jurisdictional lines that may be deemed necessary by the USACE to obtain their concurrence.

It is anticipated that the proposed project will qualify for authorization under a Nationwide Section 404/401 Permit #3 or #14 criteria. Based on the proposed improvements, Consultant will calculate stream, wetland, and/or riparian buffer impacts and will prepare permit drawings for the impact areas. Compensatory mitigation is not anticipated to be required by the agencies for stream, wetlands, and/or riparian buffer impacts. If the agencies mitigation is necessary for permit approval, Consultant will coordinate with private mitigation banks and/or the North Carolina Division of Mitigation Services to reserve the required mitigation credits for the project.

On-site mitigation design services are not included in this agreement and will be considered Additional Services if requested. Consultant will prepare a draft Nationwide 404/401 permit application and riparian buffer authorization packages for Town review. Consultant anticipates some (1) round of revisions will be completed following Town review. Consultant will then complete and submit the final 404/401 permit application and riparian buffer authorization packages to the USACE and NCDWR via the e-PCN system. Consultant will track the application through the regulatory process following submittal. This will include addressing up to one (1) additional information requests made by the permitting agencies.

If the agencies determine that the Project does not qualify for authorization under the Nationwide Permit program and/or a riparian buffer authorization and that Individual Section 404/401 Permits and/or riparian buffer variances are required, these efforts will be considered addition services.

Minor water and sewer modifications may occur in association with the proposed improvements (lowering lines or relocating hydrants), but no changes to flows or pipe sizes are not anticipated. The consultant will secure permits from the City of Raleigh. The Town will assist with review and submittal of construction plans through the Town's IDT portal.

This project is anticipated to disturb more than 1 acre, therefore, a land disturbing permit for proposed construction will be obtained from State of North Carolina.

Consultant shall apply for Encroachment Agreement with NCDOT for work proposed on W. Barbee Street. Encroachment agreements may take 12-16 weeks to secure.

10) Bid Phase Services

After completion of the 100% submittal to the Town, Consultant will provide bid phase services. Consultant will aid the Town with advertising of the project, distribution of Specifications, Town's Bidding Documents and Construction Drawings to contractors and to plan rooms, attending a pre-bid meeting, response to contractor questions or RFIs, issuance of two (2) formal addenda if necessary. The provided addenda will include minutes to the Pre-Bid Conference. The Consultant will assist the Town if rebidding is required.

The Town will receive and open the bids, Kimley-Horn will assist the Town with review for unbalanced or irregular bid, bid tabulation, and provide a recommendation based on the bid review. The Town will issue the Notice of Award and Notice to Proceed.

**ATTACHMENT C
KEY MILESTONE LISTING**

To Professional Services Agreement
Dated ____ June 2023
Between the Owner, Town of Zebulon
and the Designer, Kimley Horn

PROPOSED PROJECT SCHEDULE

The Designer and Owner will develop and agree upon a comprehensive schedule and deadlines for the design, permitting, public outreach, easement acquisition, and bidding phases of the project.

The schedule will be incorporated as an amendment to the contract.

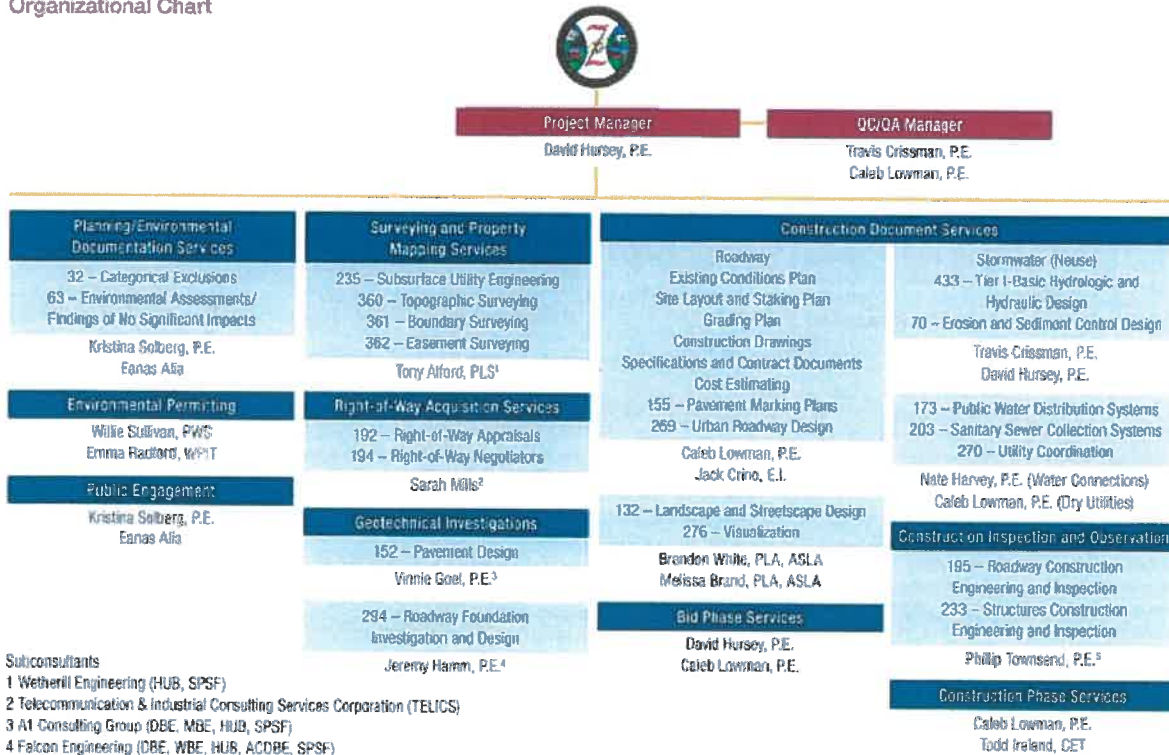
ATTACHMENT D CONSULTANTS & KEY PERSONNEL

To Professional Services Agreement
Dated June 6th, 2023
Between the Owner, Town of Zebulon
And the Designer, Kimley Horn

Reference the Proposal for Professional Services dated March 2,
2023, which was submitted by Kimley Horn, Inc. for the Project

TOWN OF ZEBULON WEST HORTON STORM DRAINAGE IMPROVEMENTS

DIVISION 3 – CONSULTANT TEAM EXPERIENCE, FIRM CAPACITY, AND WORKLOAD Organizational Chart



Subconsultants
 1 Wetherill Engineering (HUB, SPSF)
 2 Telecommunication & Industrial Consulting Services Corporation (TELICS)
 3 A1 Consulting Group (DBE, MBE, HUB, SPSF)
 4 Falcon Engineering (DBE, WBE, HUB, ACDBE, SPSF)
 5 Johnson, Mirmiran, & Thompson (JMT)

**ATTACHMENT E
HOURLY RATES SCHEDULE**

To Professional Services Agreement
Dated ___ June, 2023
Between the Owner, Town of Zebulon
And the Designer, Kimley Horn

If additional services are required, the Designer Engineering Team's hourly rates are as follows:



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$120 - \$150
Analyst II	\$155 - \$190
Professional	\$180 - \$215
Senior Professional I	\$230 - \$295
Senior Professional II	\$320 - \$385
Senior Technical Support	\$105 - \$270
Technical Support	\$95 - \$155
Support Staff	\$80 - \$135

Effective through June 30, 2023

Subject to annual adjustment thereafter

Sub-Consultants will be billed per the Contract

ATTACHMENT F

**AMENDMENT/CHANGE ORDER _____
TO AGREEMENT FOR
ENGINEERING SERVICES
Date _____**

This is an Amendment to the Basic Agreement for Engineering Services dated June 2023, between the Town of Zebulon and Kimley-Horn and Associates, Inc, for engineering services in connection with design and construction of improvements West Horton Street Drainage Improvements (hereinafter called the Project).

10.1 DESCRIPTION OF WORK

Provide engineering services as described in the attached proposal dated _____, 2023, and incorporated herein as part of this contract.

10.2 FEE

The Owner shall pay the Designer for these additional services for the Project, a fee of _____ Dollars (\$_____) plus authorized reimbursable expenses. Payments shall be made on a monthly basis in proportion to satisfactory services performed and work accomplished.

10.3 SCHEDULE

The Designer agrees to provide these additional services in the sequence and time limitations shown in the latest edition of the Project Schedule.

IN WITNESS WHEREOF, the parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

Town of Zebulon
1003 N. Arendell Ave

Zebulon, NC 27897

Kimley-Horn and Associates, Inc.
421 Fayetteville Street
Suite 600
Raleigh, NC 27501

BY: _____
Chris D. Ray, Director of Public Works

BY: _____
Title:

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

Robert T. Fitts , Finance Director

ATTACHMENT G
Total Project Cost

To Professional Services Agreement
Dated June 16th, 2023
Between the Owner, Town of Zebulon
And the Designer, Kimley Horn

Project Cost Summary:

Construction	\$1,000,000
Utility Relocation	\$ 70,000
Green Solutions	\$ 70,000
Subtotal	\$1,140,000
Engineering Design @ 22.5%	\$ 256,500
Survey @ 2%	\$ 22,800
Geotechnical @ 2%	\$ 22,800
SUE @ 1.5%	\$ 17,100
Public Engagement Allowance	\$ 17,500
Easement Acq. – Prof. Services	\$ 21,000
Easement Acq. – Appraisals	\$ 28,000
Subtotal	\$ 385,700
Permit Fees	\$ 2,500
Project Board	\$ 500
Easement Acquisition	\$ 110,000
Contingency @ 10%	\$ 114,000
Construction Adm/CEI allowance	\$ 132,300
Total Project Cost	\$1,885,000

Attachment # 2 - Consulting Scoring Committee Matrix
Zebulon Stormwater Improvements RFQ 2023

												WEIGHT	Kimley Horn		Firm # 2		Firm #3		Firm #4		Firm #5						
												Base weight of "1" plus actual weight	RAW	FINAL	RAW	FINAL	RAW	FINAL	RAW	FINAL	RAW	FINAL	RAW	FINAL	RAW	FINAL	
A	B	C	D	E	F	G	H	I	J	K	L	A	20	5	100	3	60	2	40	4	80	4	80		0		0
B	B	B	E	B	B	B	B	B	B	B		B	26	4	104	3	78	4	104	3	78	4	104		0		0
C	C	C	C	G	C	C	C	C	C			C	24	4	96	2	48	3	72	4	96	3	72		0		0
D	E	D	G	D	D	J	K					D	7	5	35	2	14	3	21	4	28	4	28		0		0
E	E	G	E	E	E	K						E	20	3	60	2	40	3	60	2	40	4	80		0		0
F	G	H	I	J	K							F	1	4	4	2	2	2	2	5	5	3	3		0		0
G	G	I	G	G								G	21	1	21	1	21	1	21	1	21	1	21		0		0
H	I	J	K									H	4	3	12	2	8	2	8	4	16	3	12		0		0
I	I	K										I	11	4	44	2	22	2	22	2	22	4	44		0		0
J	K											J	9	3	27	3	27	3	27	2	18	4	36		0		0
K												K	16	4	64	0	0	0	0	3	48	4	64		0		0
L												L	1		0		0		0		0		0		0		0
TOTALS														567		320		377		452		544		0		0	

Rank Evaluation Criteria

- 1 A Specialized or appropriate expertise
- 2 B Org chart and qualifications of staff
- 3 C Experience and past performance on similar projects
- 4 D proposed design approach and innovative design solutions
- 5 E quality control plan, inc experience with cost control, change orders, and schedules
- 6 F current workload of firm's personnel
- 7 G major technical or legal issues
- 8 H compliance with format requirements
- 9 I MBE utilization
- 10 J other factors, number of subs
- 11 K interview performance
- 12 L

Notes:

1. **WEIGHT** - Relative weight assigned to each Evaluation Criteria is based on the Team's comparison of each criteria against all others using the following values:

Almost Unanimous Agreement	3	(5-2 or Better)
Majority of Team in Agreement	2	(4-3)
Disagreement Among Team	1	(3-4)
2. *A point value of **one (1)** is included as the initial basic weight for all Evaluation Criteria prior to beginning the analysis.
3. **POINTS** - Proposals are rated by evaluating each proposal against the RFQ requirements using the Evaluation Criteria. Raw score resulting from this evaluation is based on the following scale:

Excellent	5
Very Good	4
Good	3
Fair	2
Marginal	1

All Committee members must agree on points to be assigned

Proximity Ranking

- Triangle Area 5
- Outside Triangle in NC 3
- Out of State 1

Other Range Scoring?TBD

- TBD 5
- TBD 3
- TBD 1

STAFF REPORT
ORDINANCE 2023-48
FISCAL YEAR 2024 BUDGET ORDINANCE
JUNE 15, 2023

Topic: Fiscal Year 2024 Town of Zebulon Budget Ordinance

Speaker: Joseph M. Moore, II, PE – Town Manager

Approved by: Joseph M. Moore, II, PE – Town Manager

Executive Summary:

The Board will consider the Town of Zebulon Fiscal Year 2024 Budget Ordinance.

Background:

In accordance with the Local Government Budget and Fiscal Control Act (NC General Statute 159), the Town Manager submitted the FY '24 Budget Message to the Board of Commissioners on May 9, 2023.

The Board subsequently convened Budget Work-Sessions on May 17 and May 25 to discuss the FY '24 Budget.

The Board scheduled a Budget Public Hearing on June 5, 2023, and upon its conclusion satisfied all statutory requirements to adopt the FY 2024 Budget Ordinance.

At their Regular Meeting on June 5, 2023, the Board tabled a decision on the FY 2024 Budget Ordinance until June 15, 2023.

Discussion:

The Board may:

1. Adopt the Budget Ordinance as submitted.
2. Modify the Budget Ordinance.
3. Table the discussion until a meeting on, or before, June 30.

Policy Analysis

The Budget Ordinance funds the programs and projects consistent with Zebulon's Strategic Plan.

Fiscal Analysis

The Budget Ordinance establishes the expected revenues and expenditures for the coming fiscal year.

Staff Recommendation:

Staff recommend adopting the Recommended FY '24 Budget Ordinance as submitted.

Attachment(s):

1. Ordinance 2023-48 (FY '24 Budget)

ORDINANCE 2023-48

Town of Zebulon Fiscal Year 2023-2024 Budget Ordinance

BE IT ORDAINED, consistent with North Carolina General Statutes, Chapter 159-13, that on June 5, 2023, the Board of Commissioners for the Town of Zebulon approved the operating budget for Fiscal Year 2023-2024. Certain other authorizations and restrictions also are adopted.

Section I. Levy of Taxes.

An Ad Valorem tax rate of \$0.575 per \$100.00 assessed valuation for taxable property listed as of January 1, 2023 is hereby established as the tax rate for the Town of Zebulon for Fiscal Year 2023-2024. Under authority of NC General Statute 20-97, an annual license tax of \$30.00 is levied on each vehicle in the Town of Zebulon.

Section II. General Fund.

A. Anticipated Revenues & Funding Sources

Property Taxes-Current Year	\$ 10,678,500
Property Taxes-Prior Years	28,000
Tax Penalty & Interest	15,000
Rental Vehicle Taxes	16,000
Privilege License Taxes	500
Motor Vehicle Decal Fees	185,000
Wake County Sales Tax -1 Cent (Article 39)	1,110,000
Wake County Sales Tax – ½ Cent (Articles 40 & 42)	1,025,000
Wake County Sales Tax – ½ Cent (Article 44)	380,000
NC Utilities Franchise Taxes	660,000
NC Video Programming Taxes	33,000
NC Beer & Wine Taxes	25,000
PEG Channel Funds	54,000
NC Powell Bill Funds	199,500
GHSP Grant	92,000
FEMA Grant	332,000
Wake County Fire Tax Distribution	1,107,000
Additional Fire Tax Revenue	15,000
Lease Purchase Proceeds	232,000
Solid Waste Disposal Tax Distribution	5,000
Interest Earnings-General Fund	300,000
Officer & Jail Fees	1,250
Zoning Permits & Fees	250,000
Code Enforcement Fees	1,500
Transportation Impact Fees	500,000

Fire Inspection Fees	20,000
Industrial Dr Traffic Control-Nomaco	6,000
Industrial Dr Traffic Control-EW Academy	6,000
Refuse Collection Fees	780,000
Youth Athletic League Fees	45,000
Recreation Program Sponsorships	2,500
Recreation Class Fees	25,000
Park Facility Rental Fees	6,000
Community Center Rental Fees	15,000
Recreation Camp Fees	8,500
Lease Payments-Stadium	5,000
Lease Payments-Cell Towers	85,000
Miscellaneous Revenues	10,000
Wake County ABC Distribution	55,000
Fund Balance Appropriation	4,004,000

Total Revenues & Funding Sources	\$22,318,250
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B. Authorized Expenditures

Governing Body	
Operating	\$ 592,116
Budget & Finance	
Operating	517,155
Administration	
Operating	1,477,525
Planning	
Operating	788,380
Capital	32,450
Public Works - Proj/Prop Mgmt	
Operating	1,095,000
Capital	693,000
Debt Service	271,750
Police	
Operating	3,491,350
Capital	382,500
Public Works -- Operations	
Operating	2,532,650
Capital	4,080,000
Debt Service	130,000

Fire	
Operating	2,689,624
Capital	835,950
Debt Service	170,000
Powell Bill	
Operating	4,500
Capital	195,000
Engineering	
Operating	129,000
Capital	10,000
Parks & Recreation	
Operating	1,438,500
Capital	512,600
Community & Economic Development	
Operating	219,200
Capital	30,000
	22,318,250

Section III. Fee Schedule

There is hereby established for Fiscal Year 2023-2024 a schedule of various fees, penalties, privilege license taxes, and fines as included as an attachment to this ordinance as an appendix.

Section IV. Authorized Positions.

There is hereby established for Fiscal Year 2023-2024 a schedule of authorized full-time positions for the Town of Zebulon. Positions established are initially established by the annual budget ordinance. Changes to this schedule may occur during the fiscal year, as authorized by the Town Manager, including but not limited to position changes during the year.

Section V. Salary Schedule.

There is hereby authorized for Fiscal Year 2023-2024 a 3.0% adjustment to the Town’s salary schedule. Changes to this schedule may occur during the fiscal year, as authorized by the Town Manager, including but not limited to grade and position changes during the year.

Section VI. Purchase Orders.

All purchase orders will be pre-audited in accordance with the Local Government Budget and Fiscal Control Act and issued on all purchases over \$2,000.00.

Section VII. Budget Officer Authorization.

- A. The Budget Officer or his/her designee shall be authorized to reallocate operational or capital appropriations within a department and between departments within a fund up to \$10,000.00 as deemed necessary. These reallocations shall be reported to the Board at the first regularly scheduled meeting of the month.
- B. Interfund transfers established by this ordinance may be accomplished without additional approval from the Board.
- C. The Budget Officer shall be authorized to hire personnel in positions authorized by the Board and set the compensation in accordance with the Salary Schedule and the Personnel Policy.
- D. The Budget Officer shall be authorized to award merit increases to employees as deemed appropriate after consultation with appropriate personnel, in accordance with the Salary Schedule and the Personnel Policy.

Section VIII. Board Budget Responsibilities.

- A. Reallocations between operational or capital appropriations within a department and between departments in excess of \$10,000.00 shall require Board authorization.
- B. Reallocations between operational appropriations and capital appropriations within and between departments and reallocations between capital appropriations within and between departments shall require Board authorization.
- C. Interfund transfers, except as noted in Section VIII, Item B, shall require Board authorization.
- D. The utilization of any unappropriated fund balance shall require Board authorization.

Section IX. Utilization of Budget Ordinance.

This ordinance shall be the basis of the financial plan for the Town of Zebulon during the Fiscal Year 2023-2024. The Budget Officer shall administer the budget and shall insure the operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The Budget & Finance Department shall establish and maintain all records which are in consonance with this ordinance, and the appropriate statutes of the State of North Carolina.

Adopted this 15TH day of June, 2023.

Effective July 1, 2023.

Glenn L. York — Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk