

**TOWN OF MCADENVILLE COUNCIL AGENDA
TUESDAY, AUGUST 10, 2021 @ 6:00 PM
163 MAIN STREET, MCADENVILLE NC**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & INVOCATION**
- 2. ADJUSTMENT & APPROVAL OF AUGUST AGENDA:** Items will only be added or removed upon approval of the Mayor and Town Council.
- 3. CONSENT AGENDA:** The items of the “Consent Agenda” are adopted on a single motion and vote, unless the Mayor or Council wishes to withdraw an item for separate vote and/or discussion:
 - a) **Approval of Minutes:** Regular Meeting of July 13, 2021.
 - b) **Interlocal Agreement for Enforcement of State Fire Codes:** This agreement will provide for the transfer of jurisdiction to the Gaston County Office of Emergency Management and Fire Services assigning responsibility for inspections and enforcement of State Fire Codes.
- 4. REQUEST TO SPEAK –CAROLINA THREAD TRAIL:** CTT representatives will be present to speak with Council about partnership opportunities in their trail signage campaign.
- 5. POLICE DEPARTMENT REPORT:** Chief Adams, CPD, will report on police activity for the month of July and address any concerns of Council.
- 6. GREENWAY PARKING DESIGN PROPOSALS:** Two proposals have been received for civil engineer & landscape design for the parking area of the McAdenville Greenway Park. Council review and award consideration is requested.
- 7. COUNCIL GENERAL DISCUSSION:** This is an opportunity for the Mayor and Council to ask questions for clarification, provide information to staff, or place an item on a future agenda.
- 8. OPPORTUNITY FOR PUBLIC COMMENT:** This is an opportunity for members of the public to address items of interest to the Mayor and Town Council. This is not a time to respond or act. Any necessary action will be taken under advisement. Speakers are asked to stand, state their name and address for the record and limit comments to no more than five minutes.
- 9. CLOSED SESSION:** As permitted under GS143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses.

ADJOURN

TOWN OF MCADENVILLE MINUTES JULY 13, 2021

The McAdenville Town Council met in Regular Session on Tuesday, July 13, 2021, at 6:00 PM in the Council Chambers of Town Hall located at 163 Main Street, McAdenville N.C.

PRESENT:

Mayor Jim Robinette and Mayor Pro-tem Jay McCosh; Council Members: Carrie Bailey, Greg Richardson, and Joe Rankin. Also, present: Town Attorney Chris Whelchel, Police Captain Jones, and Town Administrator/Clerk Lesley Dellinger. Council Member Reid Washam was absent.

CALL TO ORDER:

Mayor Robinette called the meeting to order at 6:00 PM and led in the Pledge of Allegiance. Pastor Walter Griggs, First Baptist Church, opened the meeting with prayer.

ADJUSTMENT & APPROVAL OF AGENDA:

The July Agenda was approved as submitted by motion of Greg Richardson, second by Joe Rankin with unanimous vote.

CONSENT AGENDA:

The items of the Consent Agenda were unanimously approved by motion of Mayor Pro-tem McCosh, second by Carrie Bailey with unanimous vote:

- a) **Approval of Minutes:** Regular Meeting of June 8, 2021.
- b) **Budget Amendment Ordinance #2021-005:** Council approved the Ordinance authorizing the final amendments to the Budget for Fiscal Year beginning July 1, 2020. The amendments are interdepartmental transfers within the same fund not exceeding 10% of the appropriated monies for the department whose allocation is being reduced.
- c) **Contract to Audit Accounts:** Council approved the Contract with Butler & Stowe to Audit Accounts for the Town of McAdenville for year ending June 30, 2021, in the amount of \$23,150.00. Audit prep cost is \$19,300 and writing the Financial Statement is \$3,850. This is an increase of 2.4% from the previous year's contract.

UTILITY COLLECTION SYSTEM PRESENTATION:

NC Rural Water Sustainability Analyst, Troy Cassidy, provided a slide show presentation on the Manhole Inspection & Management Plan report. The assessment of the Town's collection system was to help fine tune the AIA plan by direct "boots on the ground" investigation and smoke testing to identify I&I issues and make recommendations for improvements. Mr. Cassidy will also serve as a consultant at no charge when the Town hires a contractor to perform the recommended repairs. By addressing the I&I issues identified in the Manhole Inspection & Management Plan, Mr. Cassidy estimated the Town could save up to \$50K/year in metered sewer charges billed by Two Rivers Utilities. This savings will offset the reserves needed to fund future CIP project budgets projected at \$200K/year. Mr. Cassidy thanked the Board for the opportunity to work in McAdenville and commended them on their proactive efforts toward ensuring the fiscal sustainability of the Town's W&S system.

MOTOR VEHICLE POLICY FOR GREENWAY:

Council requested that an official policy be written to restrict the use of motor vehicles on the greenway. Town Attorney, Chris Whelchel, drafted the Motor Vehicle Policy Statement for Public Greenway Space and presented it for Council consideration. He stated that the policy would ensure the safe, beneficial, and quiet enjoyment of the Town of McAdenville's greenway spaces by all residents and other visitors regardless of ability, disability, or age. Additionally, in adopting this Policy regulating motor vehicle access on the public greenway, Council will have to amend the following Town Code sections for congruity: **Chapter 6 – Motor Vehicle and Traffic, Sections 6-1, and 6-41 & Chapter 15 – Parks and Recreation, Sections 15-23 and 15-29.** Greg Richardson questioned allowing the use of skateboards on the greenway and asked the Board for opinions. Following discussion, it was determined that skateboard use should be restricted along the greenway as it is in Legacy Park and added to the Town Code revisions in Chapter 15, Section 15-29(h). Carrie Bailey stated that the CPD will need to provide a clear understating to the Board on how these rules will be enforced if passed. Greg Richardson made a motion to adopt the Motor Vehicle Policy Statement for Public Greenway Space, and that it supersedes the correlating Town Code amendments for the next thirty-days. The motion was seconded by Joe Rankin with unanimous vote.

CANOE LAUNCH CONTRACT AMENDMENT:

Staff reported that the canoe/kayak launch construction is complete and passed final inspection by Gaston County on June 29, 2021. The contractor, Blue Ridge Trail Works, submitted an invoice for additional work incurred in the amount of \$5,450 which is over the approved 10% contingency approved with the current contract of \$24,500. Council consideration was requested to amend the approved contract amount to cover the construction overages. Greg Richardson confirmed that there were issues with the Stewart Engineering plans related to the elevation which resulted in additional work not anticipated by the contractor. The Mayor added that the County inspector required the sidewalk connector be ADA compliant which also contributed to the overages. The Town's contracted engineering service, LaBella, conducted inspections during construction and confirmed that the extra work and materials invoiced were valid, and the charges were within customary limits. Following discussion, Greg Richardson motioned to approve the additional work invoice for the canoe/kayak launch from Blue Ridge Trail works in the amount of \$5,450. The motion was seconded by Mayor Pro-tem McCosh with unanimous vote.

POLICE DEPARTMENT REPORT:

Captain Jones was present to provide the monthly report and address Council concerns. He stated that the CPD had recently done a speed study along Main Street. The radar readings were collected at the intersection of Popular and Main and included both weekday and weekend times. The study included 61,097 vehicles and found that the average speed was 24 MPH. The Mayor inquired about the numerous wrecks along Main Street and Wesleyan Drive. Captain Jones stated that there had been six (6) wrecks recently in McAdenville. He added that speed was not the primary factor in the reported accidents, but rather inattentive drivers.

Carrie Baily stated that unlicensed golf carts are still being driven in the Village and around Town. She questioned why these drivers are not being ticketed. Mayor Pro-tem McCosh added that he had seen adolescents driving golf carts in the Village that he knew were not 16-years of age. Captain Jones stated that the department's goal regarding unlicensed golf carts was to educate the drivers of the rules.

COUNCIL GENERAL DISCUSSION:

Mayor Robinette requested that staff contact the DOT regarding mowing at the intersection of Mockingbird Lane and Wilkinson. He added that the height of the grass was interfering with the line of sight of oncoming traffic.

Mayor Pro-tem McCosh requested that staff contact the DOT regarding the condition of the pedestrian lane markers at the intersection of Wesleyan Drive and Wilkinson Blvd. He added that the installation of the pedestrian lane was not well planned and should be removed completely so that the right turn lane could be utilized.

Joe Rankin requested that staff contact the appropriate party regarding the condition of the four (4) properties located at the corner of Main Street and Mockingbird Lane. He added that the yards were overgrown and that the sidewalk in front of the rental units were also consumed with weeds.

Carrie Bailey asked if the request for residential traffic calming received from Ms. Mullinax had been endorsed by the Village HOA Board. Staff replied that the HOA board had officially endorsed Ms. Mullinax's request and that the initial traffic calming study meeting was scheduled for the following week. Carrie then asked for clarification on the Town's solicitor's permit process. Staff replied that the Town's ordinance requires temporary solicitors to apply for a permit at Town Hall and pay a small fee. Carrie requested to be notified when permits were issued for door-to-door sales so that it could be posted on social media. In addition, she asked staff to design a solicitor's badge and require it be worn by anyone approved to sale door-to-door. Next Carrie stated that she had contacted a dealer that specialized in the resale of stained-glass windows to estimate the value of the salvaged windows from the Town Hall renovation. The stained-glass windows stored in the basement of Town Hall were considered a basic design and worth about \$200 each. The dealer recommended donating the windows to a local church or other charity organization.

Greg Richardson stated that he had a recent conversation with Duke Energy and that the looping of the Town's electrical grid should be completed by this October. He added that this electrical loop would reduce the frequency of outages and shorten repair times.

Lesley Dellinger stated that additional design bids were being solicited for upgrading the entrance of the McAdenville Greenway Trail.

OPPORTUNITY FOR PUBLIC COMMENT:

Pastor Walter Griggs, McAdenville Baptist Church, stated that the church has an organist position open and are looking to set up interviews for qualified candidates.

ADJOURN:

There being no further business to come before the board, the meeting adjourned at 7:47 PM upon motion of Carrie Bailey, second by Mayor Pro-tem McCosh and unanimous vote.

Jim Robinette, Mayor

Lesley Dellinger, Town Clerk

INTERLOCAL AGREEMENT

FOR THE ENFORCEMENT OF STATE FIRE CODES

This Agreement made on the last date set out below, by and between the Town of McAdenville, a municipal corporation having a charter granted by the State of North Carolina, hereafter referred to as "Municipality", and Gaston County, a corporate and political body and a subdivision of the State of North Carolina, hereafter referred to as "County".

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the General Statutes of the State of North Carolina authorizes among other things the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and,

WHEREAS, the Municipality has adopted ordinances providing for the administration and enforcement of regulatory codes and County ordinances; and,

WHEREAS, such codes are commensurate with the regulatory codes and ordinances now in effect for Gaston County as enforced by the County; and,

WHEREAS, pursuant to N.C. Gen. Stat. Chapter 160A, Article 20 upon official request the governing body of any municipality within the county, the Gaston County Board of Commissioners may by agreement exercise enforcement powers within said Municipality and upon such direction may do so until such time as the Municipal governing body officially withdraws its request; and

WHEREAS, the Gaston County Board of Commissioners upon approval of a resolution and with written notice may withdraw the offering of the service to the Municipality.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, the parties hereto agree as follows:

1. Purpose. The Purpose of this agreement is to provide for the transfer of jurisdiction to Gaston County Office of Emergency Management and Fire Services responsibility for State Fire Codes listed in the attached Exhibit "A", which is incorporated herein by reference.
2. Term. The term of this Agreement begins on the last date set out below and continues through June 30, 2022 and shall automatically renew each fiscal year thereafter, unless terminated as provided herein.

3. Responsibilities.

a. Municipality. The Municipality agrees to:

1. Provide any pre-permit or pre-inspection review of any applicable Municipal Zoning ordinances or regulations, as well as requirements of any other State or local agencies prior to issuance of zoning permit;
2. Provide to the County a written Certification that the above mention inspections have been approved by the Municipality;
3. Adopt by resolution the County's ordinance and regulations to be enforced and any subsequent amendments;
4. Allow the county to retain any fees collected pursuant to enforcement of the ordinance or permit fees;
5. Not hold County responsible for enforcement of any of Municipality's other ordinances, zoning or regulations, unless specifically contracted.

b. County. The county agrees to :

1. Issue Fire Permits in accordance Section 105.6 and 105.7 of the North Carolina Fire Code.
2. Conduct site inspections based on the North Carolina Fire Code Schedule;
3. Seek judicial or equitable enforcement of said codes or ordinances when necessary in the County's discretion.

4. Geographic Jurisdiction. The County shall have the authority to enforce the code and ordinances in the geographical jurisdiction stated in exhibit "A", which is attached hereto and incorporated by reference.

5. Personnel. The County shall employ and provide personnel sufficient to perform inspection duties for the Municipality.

6. Indemnity. The Municipality, during the term of this Agreement, shall indemnify and save harmless the County from and against any and all claims, demands and or causes of action arising out of enforcement by the County of State Fire codes or ordinances under the Agreement, with the exception of grossly negligent, willful or wanton conduct by the County.

7. Cost. The cost of services provided by the County shall be set forth in Exhibit "A", which is attached hereto and incorporated by reference. All fees shall be collected by the County; failure to receive fees associated with this Agreement will result in termination of this Agreement.

8. Termination. The Municipality or County may terminate the agreement upon a thirty (30) day written notice to the Manager or Mayor of the governing unit.

9. Amendment. This Agreement may only be amended in writing upon the signature

of both parties. No oral agreements shall have any effect.

10. Entire Agreement. This Agreement is the only agreement between the parties and contains all the terms agreed upon, and replaces any previous agreements. This agreement has no effect upon enforcement of codes or ordinances not specifically mentioned. If any part of this agreement is held invalid such decision shall not render the document invalid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by themselves for their duly authorized offices of the day and year last set out below.

GASTON COUNTY

BY:

(Assistant) County Manager Date

ATTEST:

Donna S. Buff, Clerk to the Board

McADENVILLE

BY:

Signature

Date

Title:

ATTEST:

Clerk

Exhibit "A"

Codes:

Latest addition of the North Carolina Fire Prevention Code, as well as all Referenced Standards listed in the above mentioned Code.

County Ordinances:

None

Jurisdiction:

Incorporated area and extraterritorial jurisdiction of Town of McAdenville

Cost:

Fire permits and inspections --fees and fines collected



CRAMERTON POLICE DEPARTMENT
MONTHLY REPORT: July, 2021

McADENVILLE CONTRACT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
ARREST TOTALS	0	4	1	0	1	3	3						12
Adult	0	4	1	0	1	3	3						12
Juvenile	0	0	0	0	0	0	0						0
Felony	0	0	1	0	1	2	2						6
Misdemeanor	0	1	0	0	0	1	1						3
Traffic	0	3	0	0	0	0	0						3
DWI ARRESTS	0	2	0	0	0	0	1						3
CALLS FOR SERVICE	122	151	182	176	217	158	203						1209
CASE TOTALS	4	4	1	1	3	3	2						18
Felony	2	1	1	1	3	2	2						12
Misdemeanor	2	3	0	0	0	0	0						5
DRUG INVESTIGATIONS	0	1	1	0	1	0	2						5
TRAFFIC CITATIONS	7	25	10	5	0	0	0						47
License Vios.	5	9	4	1	0	0	0						19
Registration Vios.	1	8	5	4	0	0	0						18
Restraint Vios.	0	0	0	0	0	0	0						0
Speeding Vios.	1	6	1	0	0	0	0						8
Sign/Signal Vios.	0	0	0	0	0	0	0						0
Other Traffic	0	2	0	0	0	0	0						2
TRAFFIC CRASHES	2	4	0	1	2	5	3						17
Damage	2	2	0	1	2	2	3						12
Injury	0	2	0	0	0	3	0						5

PROPOSAL

August 5, 2021

Town of McAdenville
c/o Leslie Dellinger
163 Main Street
McAdenville, NC 28101



landscape architect
J.DAVIDLED FORD, RLA

2730 Malden Highway
Lincolnton, NC 28092
Cell 704-530-7880
jdavidledford@yahoo.com

RE: McAdenville Greenway Park
Entrance Parking Project
McAdenville, NC

PROFESSIONAL SERVICES:

Development/Design of following plans:

Site Survey Information of Project Area \$1,500.00

Survey Information of Project Area within Town of
McAdenville parcel and area of Lake View Drive
provided by: Freeman Surveying.

**Greenway Park Entrance
Land Development Plans \$6,000.00**

Scope of Work to Included Project Plan Priorities as listed:

- 1) Designated entry/exit point to greenway parking from Lakeview Drive.
- 2) Signage - Monument sign as well as directional & regulatory needed.
- 3) Removal of old asphalt and debris / adding green space and landscaping to improve aesthetic appeal.
- 4) Additional parking for buses or trailers that could be utilized as single car parking when needed.
- 5) Covered picnic area
- 6) Trash receptacles
- 7) Canoe/kayak storage
- 8) Parking lot lighting

Project Plans to include:

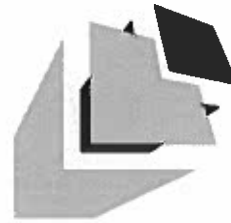
Preliminary Sketch Plan for Town Review
Proposed Site Construction Plans and Details
Spot Elevations and Grading Plans
Landscape Plan
Project Signage Ideas to Compliment Design

PROPOSAL

August 5, 2021

Town of McAdenville
c/o Leslie Dellinger
163 Main Street
McAdenville, NC 28101

RE: **McAdenville Greenway Park**
Entrance Parking Project
McAdenville, NC



landscape architect

J.DAVIDLEDFORD, RLA

2730 Maiden Highway
Lincolnton, NC 28092
Cell 704-530-7880
jdaavidledford@yahoo.com

TOTAL PROPOSAL

\$7,500.00

E-mail PDF Copies provided for reproduction.
All hard copy prints are at a rate of \$4 per sheet.

Construction Management is not part of the proposal. However, if during the project construction additional assistance is needed for any items is available at a rate of \$125.00/hour.

REFERENCES

McAdenville Baptist Church
Pastor **Walt Griggs**
(704) 824-2740

City of Lincolnton
City Manager - **Richard Haynes**
(980) 241-7972

Thank You,
J. David Ledford, RLA

June 18, 2021

Mayor Jim Robinette
Town of McAdenville
163 Main Street
McAdenville, NC 28101

Re: 51150.21 – McAdenville Thread Trail Amenities

Dear Mayor,

The following is our proposal for Civil Engineering and Landscape Architecture design services for preliminary design and master planning for the Thread Trail parking area, signage, picnic area and landscape enhancements in McAdenville, NC. The scope of this proposal is based on our May 27, 2021 conference call with you, Greg Richardson and Leslie Dellinger and our June 8, 2021 site meeting with Greg Richardson.

Project is located near the intersection of Lakeview Drive and Hickory Grove Road adjacent to the South Fork Catawba River in McAdenville, NC. The total project area is approximately 3.46 acres (Parcel ID 300526). Proposal scope and fee based on the area illustrated in Exhibit 1.

Our proposed scope of services is as follows:

Article 1 – Due Diligence

- A. We will evaluate/analyze the physical characteristics of the site and will review the client provided survey of current site conditions.
- B. We will utilize aerials, Street View, County GIS, and other online sources to further analyze existing site conditions.
- C. We will provide due diligence for the project which may include evaluation of zoning requirements, zoning conditions/overlays/restrictions, required road improvements, and development challenges (open space, landscape buffers, wetlands, stream buffers, tree save) that can impact the developable property.
- D. We will schedule and participate in a virtual pre-submittal meeting with the Wilkes County Planning Department and associated review agencies to discuss the site plan and ascertain any feedback.
- E. We anticipate two (2) design-related virtual meetings / conference calls will be required for this phase.

Article 2 – Concept Design

- A. We will complete one diagrammatic master plan which shall provide the general layout of the proposed uses and other site features (Parking expansion, enhanced access drives to parking, supplemental landscaping, picnic shelter, alternate pedestrian connection with existing thread trail, bike rack, kayak rack, granite boulder configurations, and Thread Trail sign kiosk).
- B. Upon feedback from the Client, we provide a revised Master Plan and create a 2D rendering for presentation purposes, as well as marketing and social media. Rendering will be illustrated

Town of McAdenville
51150.21 – McAdenville Thread Trail Amenities
McAdenville, North Carolina

Bloc Design
2923 South Tryon Street – Suite 320
Charlotte, NC 28203
704.940.2883 www.bloc-nc.com

and depicted in an illustrative, hand drawn style using various filters and layering methods. We will provide the image in high resolution to be used for large printing and for other uses.

- C. We anticipate up to four (4) design-related meetings will be required for this phase via virtual meetings to review the initial master plan concepts and the final concepts after receiving feedback. Meetings include up to two Bloc Design team members including a senior and mid-level team member.

Article 3 –Construction Documents

- A. We will prepare a site/civil plan set Cover Sheet which will reflect overall placement of proposed improvements, general project survey information, vicinity map, project team, and sheet listing.
- B. We will prepare a Demolition Plan for the removal of existing site components.
- C. We will prepare a Dimension Control Plan. We will indicate:
 - 1. Structure and hardscape layout.
 - 2. Dimensions, horizontal control, and callouts.
 - 3. Surface materials (pavement(s), gravel drives, parking pads, pedestrian spaces).
 - 4. Pedestrian and vehicular circulation.
 - 5. Assumes shelter to be proprietary or premanufactured. Does not include structural design of shelter or footings.
- D. We will prepare an Erosion and Sediment Control Plan. We will indicate:
 - 1. Control measures as needed (silt fence, silt sacks, stone inlet protection).
 - 2. Temporary stabilization measures.
 - 3. Phased erosion and sediment control plans if needed.
- E. We will prepare Grading and Drainage Plan:
 - 1. Proposed contours at one (1) foot intervals.
 - 2. Spot elevations, high points, and ridgelines.
 - 3. Storm water system drainage piping, drainage structures and schedule for rim and invert elevations (if applicable).
 - 4. Storm water swales and flumes, with side and longitudinal slopes (if applicable).
- F. We will prepare site/civil related Detail Sheets. We will indicate:
 - 1. Pavement sections.
 - 2. Erosion control measures, storm drainage components.
- G. We will submit Construction Documents to the Authorities Having Jurisdiction (if required) for the following:
 - 1. Zoning, Site Plan, to Gaston County (if required)
 - 2. Erosion and Sediment Control, Grading, and Drainage to Gaston County (if required).
- H. Construction Documents will contain technical information which owner can utilize for pricing and bidding by qualified site/civil contractors. Documents will be certified by a licensed and registered professional of the state of North Carolina.

- I. We anticipate up to four (4) design-related meetings will be required for the Construction Documents phase. We assume meetings will be held virtually.

Article 4 – Site Visits

- A. The natural elements and scenic beauty of this project will require in person site inspections and inventory analysis at various phases of the project design.
- B. We will visit the site and photograph the property and compare the client's vision to existing site conditions.
- C. We will evaluate/analyze the physical characteristics of the site to determine the most feasible opportunities to utilize the site's natural beauty and environmental potential.
- D. The requirements for site visits for this project are currently unknown. We assume a minimum of two site visits will be needed during the due diligence and master planning phases of design and we will provide more site visits upon Client's request.
- E. Site meetings will include up to two Bloc Design team members including a senior and mid-level team member.

Article 5 - Construction Administration

- A. Construction Administration services for the project will be provided on an as-requested basis and will be billed hourly per attached Bloc Design hourly rates.
- B. Construction Administration services may include:
 1. Coordination during bidding / pricing period.
 2. Attendance at pre-bid, preconstruction meetings.
 3. Attendance at Client / Designer / Contractor meetings.
 4. Observation of site work and documentation of our involvement. Field reports will be issued to Client at the completion of each site observation.
 5. Review of shop drawings, project submittals, etc., for general conformance.
 6. Assistance with requests for information, requests for change orders, preparation of bulletin drawings, etc.
 7. Site observation at project completion and preparation of a final punch list.
- C. If Construction Administration is excluded from this Contract, Client is responsible for interpreting the site/civil Construction Documents observing the work of the site/civil contractors to discover, correct, and mitigate any errors, omissions or inconsistencies. If Client, Client's Consultant(s), or Client's General Contractor and their associated Subcontractors authorizes deviations from the site/civil Construction Documents prepared by Bloc Design, Client agrees to indemnify, defend and hold Bloc Design, its directors, partners, or employees, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees, all legal expenses and Bloc Design time, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by Bloc Design.

Article 6 - Additional Services / Exclusions

- A. The following services are excluded from our basic services and will be considered additional scope. However, service(s) listed below may be requested by the Client for an additional fee:
1. Floodplain, Corps of Engineering, FEMA mapping, flood analysis or coordination.
 2. Design of amenity spaces such as swimming pools, fire pits, game rooms, outdoor cooking spaces, playgrounds, amphitheaters, restrooms, etc.
 3. Design of branding, logo design, monument signs, wayfinding signs.
 4. Design and permitting of electrical service and site lighting.
 5. Design and permitting of stormwater detention and water quality systems (onsite or offsite), offsite stormwater conveyance design or analysis.
 6. Administrative or variance approvals, appeals or consulting.
 7. Public street and transportation studies, improvement designs, and control plans.
 8. Design of offsite storm water, sanitary sewer and water distribution systems. Design and verification of storm water and sanitary sewer lift stations.
 9. Design of temporary or permanent shoring and/or dewatering systems.
 10. Project specifications for architectural, civil, landscape architecture, structural, electrical (including site lighting), mechanical or plumbing services (including medical or natural gas).
 11. Retaining wall (structural)engineering (structural), irrigation design, wetlands analysis, and geotechnical soils testing, water features/fountains/pools, exterior wayfinding signage.
 12. Preparation of estimates of probable cost, as-built surveys, record documents, preparation and recording of plats or parcel recombination, right-of-way or alleyway abandonment.
 13. Client-directed changes to the overall layout and plans after submittal of Sketch Plan, or changes which are outside the control of Bloc Design.
 14. 3D renderings or animations.
 15. Other Client-directed services excluded from Articles 1-6.

Article 7 - Compensation

- A. Our fee for basic services is as follows:

o Article 1 – Due Diligence / Schematic Design	\$2,500, Lump Sum
o Article 2 – Concept Plan	\$5,500, Lump Sum
o Article 3 –Construction Documents	\$13,500, Lump Sum
o Article 4 – Site Visits (if Required)	\$1,000, Lump Sum
o Article 5 – Construction Administration	Hourly, per attached rate schedule
o Article 6 – Additional Services / Exclusions	Hourly, per attached rate schedule
o Reimbursable Expenses	1.10 x Cost

- B. This contract is subject to the Bloc Design General Terms and Conditions.
- C. The offer to perform the described services shall be in effect for 30 calendar days from the date submitted listed below. If this proposal is not accepted within this timeframe, Bloc Design reserves the right to revise and resubmit, or withdraw the offer to perform the described services.
- D. Upon execution of contracted scope of services as defined herein, Bloc Design reserves the right to revise and resubmit, or withdraw our described services should scope of work become dormant for a period of 60 days or greater due to causes outside the control of Bloc Design.

Article 8 - Closure

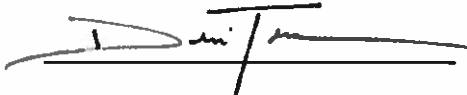
To acknowledge acceptance of this Proposal and provide authorization to proceed, please sign and return it by email to dterry@bloc-nc.com or by mail to our office at 2923 South Tryon Street – Suite 320, Charlotte, North Carolina 28203.

We appreciate the opportunity to submit this proposal and look forward to assisting you with this project. Please contact us at 704-202-8160 with any questions.

Respectfully,

Dennis C. Terry, RLA
Senior Project Manager
Bloc Design, PLLC

Mayer Jim Robinette
Town of McAdenville



Date Submitted: June 18, 2021

Date Accepted: _____

Exhibit I



Town of McAdenville
51150.21 – McAdenville Thread Trail Amenities
McAdenville, North Carolina



GENERAL TERMS AND CONDITIONS

1. **Estimated Schedule and Project Budget:** Bloc Design, PLLC (Bloc Design) shall render its services as expeditiously and with professional skill and care as is consistent within the standards of the industry and profession of Civil Engineering and Landscape Architecture. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. Client agrees to promptly notify Bloc Design if Client's schedule or budget changes. Client acknowledges that significant changes to the Project schedule, budget or the Project's Scope may require Additional Services of Bloc Design.
2. **Compensation and Payments:** Upon delivery of scope items outlined in contract, Client agrees to pay Bloc Design as agreed upon per the terms of the contract. Reimbursable Expenses are subject to a multiple of 1.1 and include, but are not limited to: reproduction; postage and handling of documents; long distance and facsimile charges; authorized travel; and, Client-requested renderings and models. Bloc Design shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month or at the completion of full scope items, whichever first. All payments are due to Bloc Design upon receipt of invoice. A service charge of 1.5% per month will be charged on all amounts due more than 30 calendar days after the date of invoice. If Client objects to all or any portion of an invoice, Client shall nevertheless pay the full amount of such invoice and Client shall notify Bloc Design within 14 calendar days of the invoice date, of the cause of disagreement and the portion of the invoice in dispute. Thereafter, Bloc Design and the Client shall make a good faith effort to resolve such dispute.

The Client's obligation to pay for services rendered under this Agreement is in no way contingent upon the Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which Bloc Design is not involved, or upon client's successful completion of the project. No deduction shall be made from any Bloc Design invoice on account of penalty, liquidated damages or other sums withheld. It is agreed that all expenses incurred by Bloc Design in enforcing this Agreement or in obtaining liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees, shall be recoverable from the Client.
3. **Termination:** Either Client or Bloc Design may terminate this Agreement upon seven (7) calendar days written notice. If terminated, Client agrees to pay Bloc Design for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Upon not less than seven days' written notice, Bloc Design may suspend the performance of its services if Client fails to pay Bloc Design in full for services rendered or expenses incurred. Bloc Design shall have no liability because of such suspension of service or termination due to nonpayment. Client will agree to pay Bloc Design in full for all services performed under agreed contract up to the time of termination.
4. **Dispute Resolution:** Client and Bloc Design agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. If a third party is required, the mediation shall be conducted by an attorney or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally within reason, if needed. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law. This Agreement is governed by the law of the state in which the Project is located. In the event mediations or dispute over non-payment or partial payment to Bloc Design incurs, Client will be responsible for any and all legal fees, interest of late payments, and necessary expenses required to secure rightful payments.
5. **Ownership of Documents:** All instruments of professional service prepared by Bloc Design, including, but not limited to printed drawings, concepts, illustrations, any digital files, specifications, and proprietary information, are the property of Bloc Design and shall not be reused on other projects without Bloc Design's written permission. Bloc Design retains all rights, including the copyright in its documents. Client or others cannot use Bloc Design's documents to complete this Project with others unless Bloc Design is found to have materially breached this Agreement, or unless Bloc Design agrees in writing. Bloc Design reserves the right to include representations of the Project in its promotional and professional materials.
6. **Entire Agreement and Severability:** This Agreement is the entire and integrated agreement between Client and Bloc Design and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Bloc Design. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.
7. **No Assignment:** Neither party can assign this Agreement without the other party's written permission.
8. **Limited Construction Phase Services:** Notwithstanding any other term in this Agreement, Bloc Design shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedure, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications. If construction-phase services are to be provided to determine the general progress of the work, they shall not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. Bloc Design maintains the right but not the duty to recommend that Client reject work that does not appear to conform generally to the plans and specifications. Bloc Design shall not have any liability for recommendations made in good faith.
9. **Indemnification:** Client agrees to indemnify, defend and hold Bloc Design, its directors, partners, or employees, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Bloc Design's negligent errors or omissions. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement.
10. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
11. **Attorneys' Fees:** Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the predominantly prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
12. **Waivers of Consequential Damages and Subrogation:** Client and Bloc Design waive all claims to consequential damages for any claims or disputes arising out of or relating to this agreement. In addition, Client and Bloc Design waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.
13. **Construction Administration:** If Construction Administration is excluded from this Contract, Client is responsible for interpreting the site/civil Construction Documents and specifications, and observing the work of the site/civil contractors to discover, correct, and mitigate any errors, omissions or inconsistencies. If Client authorizes deviations from the site/civil Construction Documents or specifications prepared by Bloc Design, Client agrees to indemnify, defend and hold Bloc Design, its directors, partners, or employees, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees, all legal expenses and Bloc Design time, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by Bloc Design.
14. **Expiration of Proposal:** The offer to perform the described services shall be in effect for 30 calendar days from the date shown with the signature of a Managing Partner of Bloc Design. If this Agreement is not accepted within this time frame, Bloc Design reserves the right to revise the agreement and resubmit, or withdraw the offer to perform the described services. Upon execution of contracted scope of services as defined herein, Bloc Design reserves the right to revise and resubmit, or withdraw our described services should scope of work become dormant for a period of 60 days or greater due to causes outside the control of Bloc Design.

2020 HOURLY RATE SCHEDULE

Effective: February 1, 2020

Classification	Hourly Rate
Managing Partner	\$200.00
Senior Project Manager	\$155.00
Project Manager	\$140.00
Assistant Project Manager	\$125.00
Senior Civil Engineer	\$125.00
Senior Landscape Architect	\$115.00
Civil Engineer III	\$115.00
Landscape Architect III	\$105.00
Civil Engineer II	\$98.00
Landscape Architect II	\$94.00
Civil Designer / Civil Engineer I	\$90.00
Landscape Designer / Landscape Architect I	\$85.00
CAD Technician	\$65.00
Administrative Assistant	\$50.00
Intern	\$45.00

The above schedule outlines standard hourly rates charged by Bloc Design, PLLC, for professional design services. These rates are subject to adjustment in accordance with annual cost of living increases. Basic services for a project compensated on a lump sum or hourly not to exceed basis are not impacted by hourly rate adjustments.