

Agenda

Town of Fairview



Agenda Council Meeting **July 8, 2025 @ 6:30 pm**

Meeting will be in the Fairview Town Hall Meeting Room

- 1. Call the meeting to order: --- Mayor Wilfong**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Agenda Changes**
 - 4.A. Approval of Agenda
- 5. Approval of Consent Agenda:**
 - 5.A. Financial and Tax Reports--- *Report Accepted as Information (including Pending Bills documentation provided at meeting)*
 - 5.B. Land Use Report---*Report Accepted as Information*
 - 5.C. Fairview Park Facility June Draft Minutes *(No December Meeting)*
 - 5.D. Planning Board June Draft Minutes *(No December Meeting)*
 - 5.E. Approve Council Minutes for June 10, 2025
 - 5.F. Approve Special Called Council Minutes for May 8, 2025

Agenda

6. Public Comments

7. Presentations: None

8. Items of Business:

8.A. Re-appoint Fairview Park Facility Members---*Teresa Gregorius*

Re-appoint Mike Medlin, Bill Riffle, and Jane Link to the Fairview Park Facility Committee with terms expiring July 2028. We will have a vacancy to fill since Penny Love will not be seeking re-appointment.

8.B. Discuss Benesch Contract for \$18,000 for Park Electrical/Shelter Construction Plans --- *Ed Humphries*

9. Council Comments:

10. Adjournment

AS A COURTESY, PLEASE TURN CELL PHONES OFF WHILE MEETING IS IN PROGRESS

**** Public Comments are limited to 3 minutes**

Consent Agenda

A consent agenda is an effective means of managing the length of a meeting. It is normally made up of routine items that are not controversial in nature and upon which no further discussion is anticipated. Action on the consent agenda usually occurs early in the meeting with all items listed being approved by one motion and vote.

If any member of the governing body feels the need to discuss one or more of the items more fully, the item may be removed from the consent agenda and placed on the regular agenda.

Town of Fairview
Balance Sheet
As of June 30, 2025

	Jun 30, 25	Jun 30, 24
ASSETS		
Current Assets		
Checking/Savings		
First National Bank	402,106.59	1,045,678.94
Total Checking/Savings	402,106.59	1,045,678.94
Other Current Assets		
Franchise Tax Receivable	29,370.52	29,370.52
Investments		
Investments NCCMT	509,631.85	1,163.37
Total Investments	509,631.85	1,163.37
Other receivables	0.00	1,410.51
Prepaid assets	12,425.00	3,116.00
Sales Tax Receivable	9,490.46	9,490.46
Sales tax refund	0.00	1,078.64
Sales tax refund - Park grant	0.00	1,356.75
Taxes receivable	1,571.07	1,571.66
Taxes receivable - ad valorem	-672.15	290.85
Taxes receivable - motor veh	1,350.31	1,350.31
Total Other Current Assets	563,167.06	50,199.07
Total Current Assets	965,273.65	1,095,878.01
Fixed Assets		
Accumulated Depreciation	-726,892.15	-726,892.15
Building and Improvements	1,425,017.90	1,425,017.90
Computer Equipment	8,962.00	8,962.00
Construction in Progress	42,615.27	42,615.27
Furniture and Equipment	1,698.00	1,698.00
Land	734,289.94	734,289.94
Land improvements	75,870.00	75,870.00
Park equipment	191,230.76	191,230.76
Rental House	137,436.59	137,436.59
Total Fixed Assets	1,890,228.31	1,890,228.31
TOTAL ASSETS	2,855,501.96	2,986,106.32
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	20,042.04	12,390.43
Total Accounts Payable	20,042.04	12,390.43
Other Current Liabilities		
Accrued payroll	7,939.35	7,939.35
Deferred revenue - ad valorem	1,571.66	1,571.66
Payroll Liabilities	168.95	0.00
Prepaid taxes	27.03	27.03
Security deposit - rental house	1,450.00	1,450.00
Total Other Current Liabilities	11,156.99	10,988.04
Total Current Liabilities	31,199.03	23,378.47
Long Term Liabilities		
Cumulative rent reserve	26,701.50	26,701.50
Note payable on park land	360,000.00	400,000.00
Total Long Term Liabilities	386,701.50	426,701.50
Total Liabilities	417,900.53	450,079.97
Equity		

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07/02/25
Accrual Basis

Town of Fairview
Balance Sheet
As of June 30, 2025

	Jun 30, 25	Jun 30, 24
Allocated equity rent reserve	-26,701.50	-26,701.50
Amount to be provided for LTD	-360,000.00	-400,000.00
Equity		
Fixed assets	1,890,228.31	1,890,228.31
Total Fund Balance	1,207,568.00	1,207,568.00
Total Equity	3,097,796.31	3,097,796.31
Retained Earnings	-135,068.46	-331,635.09
Net Income	-138,424.92	196,566.63
Total Equity	2,437,601.43	2,536,026.35
TOTAL LIABILITIES & EQUITY	2,855,501.96	2,986,106.32

Town of Fairview
Operating Actual vs Budget
Year ended 06/30/25

	<u>Operating</u>	Budget	Actual Fav to Budget
Ordinary Income/Expense			
Income			
Ad Valorem taxes	123,359.81	116,000.00	7,359.81
Alcoholic beverage	14,332.01	14,000.00	332.01
Donation	6,928.65	6,000.00	928.65
Festival income - vendors, etc	2,045.00	4,000.00	-1,955.00
Fund balance appropriated		92,656.00	-92,656.00
Interest on delinquent taxes	673.83		673.83
Investment income	10,634.38	10,000.00	634.38
Motor vehicle taxes	15,591.59	14,000.00	1,591.59
Rent reserve for park capital items	20,200.00	20,000.00	200.00
Sales and use tax	59,017.83	57,000.00	2,017.83
Summer camp fees	3,547.00		3,547.00
Utility Franchise taxes	131,207.20	125,000.00	6,207.20
Zoning fees	14,400.00	14,000.00	400.00
Total Income	401,937.30	472,656.00	-70,718.70
Expense			
Advertising and Promotion	286.07	1,000.00	713.93
Audit fees	10,795.00	11,000.00	205.00
Bank Service Charges	115.81	500.00	384.19
Capital outlay - Park	3,600.00	3,600.00	0.00
Capital outlay - Office renovation	11,427.20	12,000.00	572.80
Capital outlay - Rental house	22,517.25	23,000.00	482.75
Capital outlay - Park 2			
Debt repayment	55,600.00	55,600.00	0.00
Dues and Subscriptions	6,118.00	6,200.00	82.00
Festival expense	14,823.24	20,000.00	5,176.76
Grants	2,500.00	3,000.00	500.00
Insurance Expense	9,631.00	10,200.00	569.00
Internet and website	7,981.93	9,000.00	1,018.07
Legal fees	11,596.80	15,000.00	3,403.20
Miscellaneous Expense	-160.00	1,000.00	1,160.00
Office expense	30,809.30	35,000.00	4,190.70
Office utilities	7,089.76	8,500.00	1,410.24
Park Maintenance	43,124.58	50,000.00	6,875.42
Park Utilities	7,553.79	7,700.00	146.21
Payroll Expenses	56,760.29	57,809.00	1,048.71
Payroll Taxes	11,538.61	12,422.00	883.39
Planning and zoning	57,251.64	57,481.00	229.36
Professional Fees	11,738.73	12,000.00	261.27
Rental house repairs, etc	1,823.34	2,500.00	676.66
Salaries - Park	34,611.20	36,444.00	1,832.80
Solid Waste Manage cost share	8,000.00	8,000.00	0.00
Tax collection fees	1,857.98	2,200.00	342.02

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Town of Fairview
Operating Actual vs Budget
Year ended 06/30/25

	<u>Operating</u>	<u>Budget</u>	<u>to Budget</u>
Telephone Expense	526.44	1,000.00	473.56
Training expense	0.00	500.00	500.00
Travel expense	0.00	0.00	0.00
Zoning administration	7,251.77	10,000.00	2,748.23
Total Expense	<u>436,769.73</u>	<u>472,656.00</u>	35,886.27
Net Ordinary Income	-34,832.43	0.00	-34,832.43
Net Income	<u><u>-34,832.43</u></u>		

10:56 AM

07/02/25

Accrual Basis

Town of Fairview
Transactions by Account
 As of June 30, 2025

Type	Date	Num	Name	Memo	Debit	Credit	Balance
First National Bank							403,192.03
Bill Pmt -Check	06/04/2025	104876	Alfred Benesch & Company			7,111.86	396,080.17
Bill Pmt -Check	06/04/2025	104877	Byrum Heating & AC, Inc.	HVAC for rental house		10,017.25	386,062.92
Bill Pmt -Check	06/04/2025	104878	Cox Law Firm, PLLC	Legal fees; mostly Macon issue		3,555.50	382,507.42
Bill Pmt -Check	06/04/2025	104879	Ed Humphries	Cell phone reimburse June		43.87	382,463.55
Bill Pmt -Check	06/04/2025	104880	N Focus	Zoning compliance for April		731.69	381,731.86
Bill Pmt -Check	06/04/2025	104881	NC League of Municipalities	Membership dues 25-26		4,999.00	376,732.86
Bill Pmt -Check	06/04/2025	104882	Taylor's Landscaping Serv...	May lawn care		3,458.33	373,274.53
Bill Pmt -Check	06/04/2025	104883	Taylor Stegall	Cleaning		100.00	373,174.53
Bill Pmt -Check	06/04/2025	104884	Tracy Biggers	Festival reimburse		185.77	372,988.76
Bill Pmt -Check	06/04/2025	104885	Union County Public Works			233.95	372,754.81
Deposit	06/05/2025			Deposit	200.00		372,954.81
Bill Pmt -Check	06/06/2025	104873	CompuNetwork			361.58	372,593.23
Paycheck	06/06/2025	104874	Spencer L Thomas			858.77	371,734.46
Paycheck	06/06/2025	104875	Teresa Gregorius			1,444.25	370,290.21
Paycheck	06/06/2025	104888	Darrell H. Baucom			1,125.61	369,164.60
Paycheck	06/06/2025	104898	Marley L Riffle			142.22	369,022.38
Paycheck	06/06/2025	104899	Michael L Starnes			1,595.30	367,427.08
Paycheck	06/06/2025	104886	Alexander L Karakosta			46.17	367,380.91
Paycheck	06/06/2025	104887	Bill F. Thomas			46.18	367,334.73
Paycheck	06/06/2025	104889	David M Link			138.53	367,196.20
Paycheck	06/06/2025	104890	Doug Buchanan			46.18	367,150.02
Paycheck	06/06/2025	104891	Edward D Humphries			2,518.16	364,631.86
Paycheck	06/06/2025	104892	Freddie D Rogers			46.18	364,585.68
Paycheck	06/06/2025	104893	Gary H Wilfong			184.70	364,400.98
Paycheck	06/06/2025	104894	Gary M Medlin			46.18	364,354.80
Paycheck	06/06/2025	104895	John A Biggers, Jr.			138.53	364,216.27
Paycheck	06/06/2025	104896	Joshua H Presley			46.18	364,170.09
Paycheck	06/06/2025	104897	Kerry K Price			138.53	364,031.56
Paycheck	06/06/2025	104900	Patricia H. Kindley			138.53	363,893.03
Paycheck	06/06/2025	104901	Rodney B Stephens			46.17	363,846.86
Paycheck	06/06/2025	104902	Sharon M Clontz			46.18	363,800.68
Paycheck	06/06/2025	104903	Tania Hernandez Virgili			726.70	363,073.98
Check	06/06/2025	Draft	Waste Management	Waste removal		118.79	362,955.19
Deposit	06/09/2025			Deposit	330.00		363,285.19
Check	06/10/2025	Draft	Duke Energy	Park utilities		488.50	362,796.69
Liability Check	06/10/2025	To Print	IRS	55-0789092		3,653.94	359,142.75
Liability Check	06/10/2025	To Print	NC Dept of Revenue	600391020		308.00	358,834.75
Bill Pmt -Check	06/10/2025	104904	FNB Commercial Credit Card	Credit card payment		1,936.05	356,898.70
Bill Pmt -Check	06/10/2025	104905	Lancaster News, Pageland P...			62.19	356,836.51
Bill Pmt -Check	06/10/2025	104906	Taylor Stegall	Cleaning		100.00	356,736.51
Deposit	06/11/2025			Deposit	5,253.46		361,989.97
Deposit	06/11/2025			Deposit	36,648.90		398,638.87
Check	06/13/2025	Draft	Duke Energy	Office utilities		299.94	398,338.93
Deposit	06/13/2025			Deposit	25.00		398,363.93
Deposit	06/13/2025			Deposit	130.00		398,493.93
Deposit	06/13/2025			Deposit	315.00		398,778.93
Deposit	06/16/2025			Deposit	167.76		398,946.69
Deposit	06/17/2025			Deposit	200.00		399,146.69
Check	06/17/2025	Draft	Duke Energy	Park power		487.46	398,659.23
Deposit	06/18/2025			Deposit	478.50		399,137.73
Check	06/18/2025	Draft	Duke Energy	Office utilities		319.41	398,818.32
Check	06/22/2025	Draft	Charter Communications			250.00	398,568.32
Deposit	06/23/2025			Deposit	1,352.44		399,920.76
Deposit	06/23/2025			Deposit	75.00		399,995.76
Deposit	06/25/2025			Deposit	200.00		400,195.76
Deposit	06/30/2025			Deposit	1,305.00		401,500.76
Deposit	06/30/2025			Deposit	499.50		402,000.26
Deposit	06/30/2025			Interest	106.33		402,106.59
Total First National Bank					47,256.89	48,342.33	402,106.59
TOTAL					47,256.89	48,342.33	402,106.59

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07/02/25

Accrual Basis

Town of Fairview
Transaction Detail By Account
July 1, 2024 through June 4, 2025

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Park Maintenance							
Bill	07/25/2024	07252024	Gary Wilfong...	Supplies from Lowes	624.70		624.70
Bill	07/26/2024	1701	Taylor's Landscaping ...	Lawn care	2,933.33		3,558.03
Bill	08/06/2024	08062024	Gary Wilfong...	Park supplies	36.96		3,594.99
Check	08/13/2024	104561	FNB Commercial Cre...	Payment on credit card	1,003.16		4,598.15
Bill	09/03/2024	1722	Taylor's Landscaping ...	Lawn care	2,933.33		7,531.48
Check	09/10/2024	104610	FNB Commercial Cre...		679.29		8,210.77
Bill	10/01/2024	1724	Taylor's Landscaping ...	Monthly lawn care	2,933.33		11,144.10
Check	10/08/2024	104636	Love Plumbing and Ai...	Repair urinal at Park	747.21		11,891.31
Check	10/15/2024	104648	FNB Commercial Cre...	Mulch = 1,939.90	2,011.64		13,902.95
Bill	10/28/2024	1736	Taylor's Landscaping ...	Lawn maintenance	2,933.33		16,836.28
Check	11/12/2024	104672	FNB Commercial Cre...	Mostly mulch	2,002.53		18,838.81
Bill	12/02/2024	1754	Taylor's Landscaping ...	Lawn care	2,933.33		21,772.14
Bill	12/16/2024	958071	AMLDCO Inc	Evaluate water lines	104.95		21,877.09
Bill	01/01/2025	4760	FNB Commercial Cre...	Payment on credit card	125.98		22,003.07
Bill	01/02/2025	01022025	Brown Creek Graphic...	Logo on Kubota tracker	69.55		22,072.62
Bill	01/02/2025	1756	Taylor's Landscaping ...	Mowing	2,933.33		25,005.95
Bill	01/11/2025	3648	Medlin Electric Comp...	GFIC outlet repair	206.80		25,212.75
Bill	02/03/2025	1767	Taylor's Landscaping ...	Park and office lawn care	2,933.33		28,146.08
Bill	03/03/2025	1772	Taylor's Landscaping ...	Lawn maintenance	2,933.33		31,079.41
Bill	03/27/2025	EL#860	Brian C. Austin	Park repairs	500.00		31,579.41
Bill	03/31/2025	1784	Taylor's Landscaping ...	Lawn Maintenance	2,933.33		34,512.74
Bill	04/01/2025	25048	Brown Creek Graphic...	Fishing sign	69.55		34,582.29
Bill	04/01/2025	4760	FNB Commercial Cre...	Credit card bill payment	118.46		34,700.75
Bill	04/02/2025	0402025	Gary Wilfong...		452.25		35,153.00
Check	04/08/2025	104836	Dean Trull Constructi...	Park repairs	373.63		35,526.63
Bill	05/01/2025	1802	Taylor's Landscaping ...	Lawn care for April	2,933.33		38,459.96
Bill	05/01/2025	1802	Taylor's Landscaping ...	Bush-hog field	400.00		38,859.96
Check	05/13/2025	104865	Team Turf	Jan, Feb, March fertilizer etc.	690.00		39,549.96
Check	05/13/2025	104871	FNB Commercial Cre...	Credit card payment	227.74		39,777.70
Bill	06/03/2025	1806	Taylor's Landscaping ...	May lawn care	2,933.33		42,711.03
Total Park Maintenance					42,711.03	0.00	42,711.03
TOTAL					42,711.03	0.00	42,711.03

10:55 AM

07/02/25

Accrual Basis

Town of Fairview
Transaction Detail By Account
 July 2024 through June 2025

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Festival expense							
Check	10/08/2024	104638	Signs Now	Advertising for Festival	91.10		91.10
Check	10/08/2024	104639	Brian Minor	Parking for festival	500.00		591.10
Check	10/08/2024	104640	Todd Donaldson	Festival driver	140.00		731.10
Check	10/08/2024	104641	Grier Donaldson	Festival driver	140.00		871.10
Check	10/08/2024	104642	Jimmy Huntley	Festival DJ	300.00		1,171.10
Check	10/08/2024	104643	Union County Tracto...	Festival parking	300.00		1,471.10
Check	10/08/2024	104644	Theresa Donaldson	Face painting	300.00		1,771.10
Check	10/15/2024	104648	FNB Commercial Cre...	Credit card payment	189.77		1,960.87
Check	10/31/2024	104651	Brian Minor	Parking for festival	250.00		2,210.87
Check	11/12/2024	104672	FNB Commercial Cre...	Credit card payment	1,930.49		4,141.36
Bill	11/15/2024	I-10654	Signs Now	Banners for festival	42.70		4,184.06
Bill	12/01/2024	4760	FNB Commercial Cre...	Credit card bill	419.60		4,603.66
Check	12/10/2024	104706	Beth Greene	Festival - Grinch	250.00		4,853.66
Check	12/10/2024	104707	Brian Minor	Festival - Parking	500.00		5,353.66
Check	12/10/2024	104708	Jeff Campagna	Festival - Santa	250.00		5,603.66
Check	12/10/2024	104709	Jimmy Huntley	Festival - DJ	350.00		5,953.66
Bill	12/17/2024	12172024	Allison Plyler	Festival expenses	141.52		6,095.18
Bill	12/19/2024	12192024	John Biggers	Festival expenses	467.07		6,562.25
Bill	12/24/2024	12242024	American Legion Po...	Advertising for Winter festival	500.00		7,062.25
Bill	01/01/2025	4760	FNB Commercial Cre...	Payment on credit card	1,213.20		8,275.45
Bill	01/02/2025	01022025	Grier Donaldson	Festival help	80.00		8,355.45
Bill	01/02/2025	01022025	Todd Donaldson	Festival help	120.00		8,475.45
Bill	01/02/2025	01022025	Beth Greene	Festival help	150.00		8,625.45
Check	01/14/2025	105259	Ron Thomas	Expense reimbursement	26.63		8,652.08
Check	01/14/2025	105260	Garrett Cox	Festival labor	590.00		9,242.08
Check	01/14/2025	105261	Ronald Thomas	Festival labor	590.00		9,832.08
Check	01/14/2025	105262	Signs Now	Advertising	134.64		9,966.72
Bill	04/01/2025	4760	FNB Commercial Cre...	Credit card bill payment	13.88		9,980.60
Bill	04/01/2025	25056	Brown Creek Graphi...	Fishing sign for Park	69.55		10,050.15
Check	04/08/2025	104837	Signs Now	Fishing sign for Park	64.05		10,114.20
Bill	05/01/2025	05012025	Jeff Campagna	Easter Egg Hunt	200.00		10,314.20
Bill	05/01/2025	05012025	Amber Williams	Easter Egg Hunt	200.00		10,514.20
Bill	05/01/2025	05012025	Todd Donaldson	Easter Egg Hunt	200.00		10,714.20
Check	05/13/2025	104871	FNB Commercial Cre...	Credit card payment	1,397.69		12,111.89
Bill	05/22/2025	05222025	Tracy Biggers	Festival reimburse	185.77		12,297.66
Check	05/27/2025	104872	Briolive	Music in the Park, June 13th	2,500.00		14,797.66
Bill	06/09/2025		FNB Commercial Cre...	Credit card payment	25.58		14,823.24
Total Festival expense					14,823.24	0.00	14,823.24
TOTAL					14,823.24	0.00	14,823.24

10:55 AM

07/02/25

Accrual Basis

Town of Fairview
Transaction Detail By Account
 July 1, 2024 through June 4, 2025

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Office expense							
Bill	07/08/2024	07082024	Perry Laney Septic ...	pump septic tank	300.00		300.00
Bill	07/09/2024	07092024	Teresa Clontz	Cleaning town hall	100.00		400.00
Bill	07/16/2024	07162024	William L. Davis Jr.	Deposit on painting job	1,800.00		2,200.00
Bill	07/19/2024	07192024	Perry Laney Septic ...	Pump septic tank	300.00		2,500.00
Bill	07/22/2024	07222024	Taylor Stegall	Cleaning	100.00		2,600.00
Check	07/25/2024	Draft	Great American Fin...	Copier lease	178.11		2,778.11
Bill	07/26/2024	1701	Taylor's Landscapi...	Lawn care	525.00		3,303.11
Check	07/31/2024	Draft	Great American Fin...	Copier	178.11		3,481.22
Bill	07/31/2024	07312024	Teresa Clontz	Cleaning	100.00		3,581.22
Bill	08/01/2024	21997	Byrum Heating & A...	HVAC repair	185.48		3,766.70
Bill	08/02/2024	08022024	Perry Laney Septic ...	Pump septic tank	300.00		4,066.70
Check	08/13/2024	104581	FNB Commercial C...	Payment on credit card	2,508.05		6,574.75
Bill	08/16/2024	2553820	Great American Fin...	Copier purchase	684.36		7,259.11
Bill	08/19/2024	08192024	Perry Laney Septic ...	Pump septic tank	300.00		7,559.11
Bill	08/22/2024	08222024	Patricia Kindley	Reimburse for gift cards	50.00		7,609.11
Bill	08/25/2024	08252024	William L. Davis Jr.	Advance on painting contract	800.00		8,409.11
Bill	08/27/2024	08272024	Taylor Stegall	Cleaning Town Hall	100.00		8,509.11
Bill	08/28/2024	08282024	Perry Laney Septic ...	Pump septic tank	300.00		8,809.11
Bill	08/29/2024	5724335	Killingsworth Enviro...	Pest control	150.94		8,960.05
Bill	09/03/2024	1722	Taylor's Landscapi...	Lawn care	525.00		9,485.05
Bill	09/10/2024	09102024	Teresa Clontz	Clean Town Hall	100.00		9,585.05
Check	09/10/2024	104610	FNB Commercial C...		204.78		9,789.83
Bill	09/17/2024	24396	Brown Creek Grap...	ACM with 3M graphics	160.50		9,950.33
Bill	09/23/2024	09232024	Taylor Stegall	Cleaning	100.00		10,050.33
Check	09/25/2024	Draft	Great American Fin...	Copier rental	0.00		10,050.33
Bill	10/01/2024	10012024	Union County Regl...	Sanders property	26.00		10,076.33
Bill	10/01/2024	1724	Taylor's Landscapi...	Monthly lawn care	525.00		10,601.33
Bill	10/03/2024	10032024	Ed Humphries	Reimbursement of expenses	5.58		10,606.91
Bill	10/07/2024	10072024	Teresa Clontz	Cleaning	100.00		10,706.91
Check	10/15/2024	104647	William L. Davis Jr.	Final payment on painting	2,900.00		13,606.91
Check	10/15/2024	104648	FNB Commercial C...	Credit card payment	306.09		13,913.00
Check	10/16/2024	104646	Killingsworth Enviro...	Pest control	150.94		14,063.94
Check	10/17/2024	104650	Love Plumbing and...	Invoice PR29538	388.34		14,452.28
Bill	10/17/2024	10172024	Taylor Stegall	Cleaning	100.00		14,552.28
Bill	10/22/2024	10222024	Taylor Stegall	cleaning	100.00		14,652.28
Bill	10/28/2024	1736	Taylor's Landscapi...	Lawn maintenance	525.00		15,177.28
Bill	10/28/2024	AR161589	Vision Office Syste...	Copier	168.20		15,345.48
Bill	10/30/2024	10302024	Taylor Stegall	cleaning	100.00		15,445.48
Check	11/12/2024	104670	Taylor Stegall	Cleaning after election use	100.00		15,545.48
Check	11/12/2024	104671	Byrum Heating & A...	Repair HVAC	205.49		15,750.97
Check	11/12/2024	104672	FNB Commercial C...	Credit card payment	517.09		16,268.06
Bill	11/25/2024	11252024	Taylor Stegall	Cleaning	100.00		16,368.06
Bill	11/30/2024	AR162399	Vision Office Syste...	Copier charges	122.76		16,490.82
Bill	12/01/2024	4760	FNB Commercial C...	Credit card bill	245.76		16,736.58
Bill	12/02/2024	1754	Taylor's Landscapi...	Lawn care	525.00		17,261.58
Bill	12/08/2024	12082024	Patricia Kindley	Reimburse	45.00		17,306.58
Bill	12/09/2024	12092024	Taylor Stegall	Cleaning	100.00		17,406.58
Check	12/12/2024	Draft	Deluxe Business F...	1,000 checks	517.64		17,924.22
Bill	12/16/2024	958071	AMLDCO Inc.	Evaluate water lines	104.95		18,029.17
Bill	12/17/2024	6004061	Killingsworth Enviro...	Pest control	150.94		18,180.11
Bill	12/22/2024	12222024	Taylor Stegall	Cleaning	100.00		18,280.11
Bill	01/01/2025	4760	FNB Commercial C...	Payment on credit card	246.32		18,526.43
Bill	01/02/2025	01022025	Ed Humphries	Expense reimbursement	52.55		18,578.98
Bill	01/02/2025	1756	Taylor's Landscapi...	Mowing	525.00		19,103.98
Bill	01/06/2025	10062025	Taylor Stegall	cleaning	100.00		19,203.98
Bill	01/13/2025	01132025	Darrell H. Baucom	Reimbursement of software exp...	1,754.48		20,958.46
Bill	01/14/2025	KW832	Heat and Air Direct...	HVAC Service	160.00		21,118.46
Bill	01/20/2025	01202025	Taylor Stegall	Cleaning office	100.00		21,218.46
Bill	01/21/2025	01212025	Union County Regl...	Rodd Price	26.00		21,244.46
Bill	02/03/2025	1767	Taylor's Landscapi...	Park and office lawn care	525.00		21,769.46
Bill	02/04/2025	02042025	Taylor Stegall	Cleaning office	100.00		21,869.46
Check	02/11/2025	104784	FNB Commercial C...	Credit card payment	1,414.59		23,284.05
Bill	02/11/2025	3649595	Anticimex Carolina...	Bi monthly pest control	150.94		23,434.99
Bill	02/18/2025	RT2413	Heat and Air Direct...	Repairs	125.00		23,559.99
Bill	03/03/2025	1772	Taylor's Landscapi...	Lawn maintenance	525.00		24,084.99
Bill	03/04/2025	03042025	Taylor Stegall	Cleaning	100.00		24,184.99
Check	03/11/2025	104810	FNB Commercial C...	credit card payment	525.31		24,710.30
Bill	03/18/2025	03182025	Taylor Stegall	Cleaning	100.00		24,810.30
Bill	03/31/2025	03312025	Taylor Stegall	Cleaning for 03/31	100.00		24,910.30
Bill	03/31/2025	1784	Taylor's Landscapi...	Lawn Maintenance	525.00		25,435.30
Bill	04/01/2025	4760	FNB Commercial C...	Credit card bill payment	315.50		25,750.80
Check	04/08/2025	Draft	Waste Management	Dumpster service	110.29		25,861.09
Bill	04/15/2025	04152025	Taylor Stegall	Cleaning	100.00		25,961.09
Bill	04/22/2025	3803995	Anticimex Carolina...	bi-monthly pest control	150.94		26,112.03
Bill	04/28/2025	04282025	Gary Wilfong	Reimbursement for office	35.00		26,147.03
Bill	04/29/2025	04292025	Taylor Stegall	Cleaning	100.00		26,247.03
Bill	05/01/2025	1802	Taylor's Landscapi...	Lawn care for April	525.00		26,772.03

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07/02/25

Accrual Basis

Town of Fairview
Transaction Detail By Account
July 1, 2024 through June 4, 2025

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	05/01/2025	05012025	Teresa Clontz	Polishing floors	25.00		26,797.03
Bill	05/06/2025	05062025	Gary Wilfong	Reimburse office	82.99		26,880.02
Check	05/07/2025	Draft	Waste Management	Draft waste management	118.79		26,998.81
Check	05/13/2025	104869	Taylor Stegall	Cleaning for 05/13	100.00		27,098.81
Check	05/13/2025	104870	Gary Wilfong	Blinds for office	475.78		27,574.59
Check	05/13/2025	104871	FNB Commercial C...	Credit card payment	643.06		28,217.65
Bill	05/23/2025	05232025	Taylor Stegall	Cleaning	100.00		28,317.65
Bill	06/03/2025	1806	Taylor's Landscapi...	May lawn care	525.00		28,842.65
Total Office expense					28,842.65	0.00	28,842.65
TOTAL					28,842.65	0.00	28,842.65

Town of Fairview
Park Budget versus Actual
Grant 10441 - No expiration date
6/30/2025

	<u>Budget</u>	<u>Actual</u>	<u>Budget Variance</u>
Income:			
Grant from SCIF	250,000.00	250,000.00	-
Interest income on Grant funds		3,270.43	3,270.43
Sales tax refund		1,316.03	1,316.03
Total income	250,000.00	254,586.46	4,586.46
Expenditures:			
Design and estimate	35,000.00	33,500.27	1,499.73
Walking trail	30,000.00	15,825.00	14,175.00
Other construction	185,000.00		
Install lights around pond		19,562.80	
Install receptacles around pond		26,000.00	
Tree removal		16,500.00	
Total expenditures	250,000.00	111,388.07	138,611.93

Town of Fairview
Park Budget versus Actual
Grant 10442 Expires 06/30/2026
6/30/2025

	<u>Budget</u>	<u>Actual</u>	<u>Budget Variance</u>
Income:			
Grant from OSMB	250,000.00	250,000.00	-
Interest income on Grant Funds		1,010.59	1,010.59
Sales tax refund		1,356.75	1,356.75
Total income	250,000.00	252,367.34	2,367.34
Expenditures:			
Site plan for stage area	30,000.00	36,293.53	(6,293.53)
Stage and site improvements	114,000.00	15,517.25	98,482.75
RTV for maintenance	22,000.00	21,456.75	543.25
Utility building for Park	32,000.00	30,000.00	2,000.00
Parking improvements for Town Hall	37,000.00	16,863.00	20,137.00
Install HVAC unit at Town Hall	15,000.00	15,542.45	(542.45)
Total expenditures	250,000.00	135,672.98	114,327.02

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Accrual Basis

Town of Fairview
Transaction Detail By Account
July 2021 through June 2025

Type	Date	Num	Adj	Name	Memo	Class	Cir	Debit	Credit	Balance
Capital Outlay - SCIF, Park										
Bill	06/24/2022	215667		Alfred Benesch & ...	Project 17000614.00	Park		8,123.05		8,123.05
Bill	07/22/2022	218141		Alfred Benesch & ...	Master Plan Update for Pa...	Park		4,839.25		12,962.30
Bill	08/19/2022	220959		Alfred Benesch & ...	Master plan update	Park		644.00		13,606.30
Bill	08/23/2022	08232...		Patricia Kindley_	Reimburse for open house...	Park		45.00		13,651.30
Bill	09/15/2022	223239		Alfred Benesch & ...	Master Plan update	Park		4,275.00		17,926.30
Bill	10/14/2022	226566		Alfred Benesch & ...	Master plan update	Park		2,198.13		20,124.43
Bill	11/10/2022	228291		Alfred Benesch & ...		Park		3,662.00		23,786.43
Bill	12/09/2022	231524		Alfred Benesch & ...	Update Master Plan	Park		1,764.00		25,550.43
Bill	01/06/2023	233349		Alfred Benesch & ...	Master Plan update	Park		2,608.75		28,159.18
Bill	02/05/2023	236334		Alfred Benesch & ...	Master plan update and R...	Park		2,254.00		30,413.18
Bill	03/03/2023	238866		Alfred Benesch & ...	RTP Grant assistance	Park		2,535.09		32,948.27
Bill	03/08/2023	N480...		Duke Energy_	1316.03 sales tax	Park		19,562.80		52,511.07
Bill	03/29/2023	240819		Alfred Benesch & ...	RTP assistance	Park		552.00		53,063.07
General Journal	06/30/2023		*		Record sales tax refund for...	Park			1,316.03	51,747.04
Bill	08/09/2023	6254...		Hinson Electric Inc.	Receptacles around pond ...	Park		26,000.00		77,747.04
Bill	09/12/2023	7553		Samson Tree LLC	Tree removal at Park	Park		16,500.00		94,247.04
Bill	10/06/2023	419		T&J Land Mainten...	Mulch out Walking trail	Park		8,000.00		102,247.04
Check	02/13/2024	104389		Across Town Dum...	Clear out debris from Park	Park		5,825.00		108,072.04
Bill	04/07/2024	518		T&J Land Mainten...	Weedcat and remove trees	Park		2,000.00		110,072.04
Total Capital Outlay - SCIF, Park								111,388.07	1,316.03	110,072.04
TOTAL								111,388.07	1,316.03	110,072.04

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07/02/25

Accrual Basis

Town of Fairview
Transaction Detail By Account
July 2021 through June 2025

Type	Date	Num	Adj	Name	Memo	Class	Debit	Credit	Balance
Capital Outlay, SCIF, Park 2									
Bill	04/16/2024	WG08...		Brooks Sales Inc.	RTV for park; grant 2	Park 2	21,456.75		21,456.75
Bill	04/30/2024	V12X30		Better Built	Deposit on Building	Park 2	1,410.51		22,867.26
Bill	06/17/2024	285285		Alfred Benesch & C...	Amphitheater Design project	Park 2	9,160.00		32,027.26
General Journal	06/30/2024		*		Refund of deposit on storage...	Park 2		1,410.51	30,616.75
General Journal	06/30/2024		*		Sales tax refund	Park 2		1,356.75	29,260.00
Bill	07/08/2024	21012		Byrum Heating & A...	Install hallway HVAC	Park 2	15,542.45		44,802.45
Bill	07/10/2024	5008-M		Hinson Electric Inc.	Park Fountain	Park 2	4,569.00		49,371.45
Bill	07/19/2024	289161		Alfred Benesch & C...	Design of amphitheater	Park 2	15,542.49		64,913.94
Bill	08/16/2024	292024		Alfred Benesch & C...	Consulting on Amphitheater ...	Park 2	500.00		65,413.94
Bill	09/13/2024	295351		Alfred Benesch & C...	amphitheater design	Park 2	3,223.65		68,637.59
Bill	10/13/2024	298429		Alfred Benesch & C...	Planning and expenses	Park 2	0.00		68,637.59
Check	10/17/2024	104649		Alfred Benesch & C...	Invoice 298429	Park 2	190.62		68,828.21
Bill	12/05/2024	303660		Alfred Benesch & C...	Planning and travel	Park 2	564.91		69,393.12
Bill	02/02/2025	309908		Alfred Benesch & C...	Permitting, etc for Amphithe...	Park 2	1,327.25		70,720.37
Bill	03/02/2025	312940		Alfred Benesch & C...	Bidding for amphitheater	Park 2	1,176.26		71,896.63
Bill	03/26/2025	315345		Alfred Benesch & C...	Bidding work for contracts	Park 2	4,653.64		76,550.27
Bill	03/27/2025	1044		Mangum Constructi...	Parking lot for Town Hall	Park 2	16,863.00		93,413.27
Bill	04/25/2025	319123		Alfred Benesch & C...	Bidding, etc.	Park 2	4,574.48		97,987.75
Bill	05/23/2025	322355		Alfred Benesch & C...	Construction admin, etc.	Park 2	2,537.38		100,525.13
Check	05/29/2025	Transfer		First National Bank	Utility building for park	Park 2	30,000.00		130,525.13
Bill	06/20/2025	325522		Alfred Benesch & C...	Materials testing, amphitheater	Park 2	3,791.10		134,316.23
Total Capital Outlay, SCIF, Park 2							137,083.49	2,767.26	134,316.23
TOTAL							137,083.49	2,767.26	134,316.23

JUNE 2025 PERMITS

[illegible]

Town of Fairview



**Town of Fairview
Regular Council Meeting
June 10, 2025 @ 6:30 pm**

1. Call the meeting to order: ---Mayor Wilfong

The following Council members were present: Mayor Gary Wilfong, John Biggers, Patricia Kindley, David Link and Kerry Price

Others present: Darrell Baucom, Financial Officer; Ed Humphries, Land Use Administrator; Teresa Gregorius, Town Clerk and Spencer Cox, Administrative Assistant

2. Invocation

3. Pledge of Allegiance

4. Agenda Changes/Approval of Agenda

Patricia Kindley made a motion to approve the agenda as submitted. David Link seconded the motion. Council members Biggers, Kindley, Link and Price voted yes (4-0).

5. Approval of Consent Agenda:

- 5.A. Financial and Tax Reports--- *Report Accepted as Information*
- 5.B. Land Use Report---*Report Accepted as Information*
- 5.C. Fairview Park Facility May Draft Minutes (*No May Meeting*)
- 5.D. Planning Board May Draft Minutes (*Minutes accepted as information*)
- 5.E. Approve Council Minutes for May 13, 2025

Kerry Price made a motion to approve the consent agenda. John Biggers seconded the motion. Council members Biggers, Kindley, Link and Price voted yes (4-0).

6. Public Comments: None

7. Presentations: None

8. Items of Business:

8.A. Discuss/Approve Budget Amendment 1 for the 2024-2025 Budget

Darrell Baucom presented the budget amendment for the 2024-2025 fiscal year. He explained various adjustments made to align the budget with actual figures, including:

- \$6,000 added for donations towards the fisherman statue
- Increased fund balance appropriation due to higher park salaries and expenses for rental house
- \$10,000 added for investment income from the capital management trust
- Adjustments to miscellaneous income, utility franchise, and zoning fees
- Increased capital outlay for the rental house HVAC and septic system
- Higher insurance expense due to increased workers' comp insurance
- Increased legal fees due to zoning issues
- Adjustments to office expenses, utilities, and park maintenance
- Higher Park salaries and payroll taxes
- Additional professional fees for grant application assistance

Kerry Price made a motion to approve Budget Amendment 1 for the 2024-2025 Budget. David Link seconded the motion. Council members Biggers, Kindley, Link and Price voted yes (4-0).

8.B. Discuss Proposed 2025-2026 Town Budget

Darrell Baucom presented the proposed 2025-2026 town budget, noting one change from the previous month's presentation. The zoning code update cost was spread over three years instead of one, reducing it from \$67,200 to \$22,400. He mentioned that \$36,612 would be pulled from the fund balance to balance the budget while maintaining the 2-cent tax rate.

8.C. Public Hearing on Proposed 2025-2026 Town Budget

Mayor Opened Public Hearing

NO PUBLIC COMMENTS

Mayor Closed Public Hearing

8.D. Discuss/Adopt 2025-2026 Budget Ordinance for fiscal year

Darrell Baucom explained that the revenue-neutral tax rate would have been 1.34 cents per \$100, but they were keeping it at 2.2 cents. He clarified that one cent of tax generates approximately \$90,000 in revenue.

Council members discussed the implications of the tax rate and the use of fund balance. Kerry Price inquired about the tax rate needed to avoid using fund balance, which Baucom estimated to be around 2.53 or 2.54 cents.

David Link made a motion to approve the Budget Ordinance for fiscal year 2025-2026. John Biggeres seconded the motion. Council members Biggers, Kindley, Link and Price voted yes (4-0).

9. Council Comments:

David Link suggested inviting Robert Cook and possibly Burke from CRPTO (Charlotte Regional Transportation Planning Organization) to give a presentation about their work and how it could benefit the town. Mayor Wilfong agreed to investigate scheduling this presentation for a future meeting.

John Biggers shared an experience from a recent fishing event at the park organized by his church. He described how the event positively impacted a family who had recently lost their father/grandfather, allowing the grandchildren to fish as their grandfather used to do with them. He emphasized the good use of the park and its positive impact on the community.

Kerry Price asked about the addition of a link on the town website for reporting road potholes. Teresa Gregorius reported that the link for reporting potholes is on the town website now.

Patricia Kindley mentioned that the outreach library vehicle had visited for the second time and would return on June 18th. She also provided dates for upcoming summer camps at the park:

- Art camp (June 16-19)
- Around the World camp (June 23-26)
- Old School camp (July 15-19)

Ed Humphries gave updates on several topics:

- Amphitheater construction progress
- The Macon property issue, including concerns about truck traffic, dust, and potential violations of town ordinances
- Hiring a part-time intern to assist with office work and summer camps

Spencer Cox provided information about the upcoming Friday night event (Music in the Park), including the use of the old stage, food offerings, and parking arrangements. She also mentioned that a photographer would be taking professional photos of the park for use on social media and the website.

Mayor Wilfong reported on a recent interview with Michael Wayne O'Neill, a reporter for the local newspaper, discussing Fairview's progress and future plans. He expressed enthusiasm for the upcoming Friday night event and the ongoing park improvements.

10. Adjournment

David Link made a motion to adjourn. Patricia Kindle seconded the motion. Council members Biggers, Kindley, Link and Price voted yes (4-0).

Respectfully submitted,

Teresa Gregorius
Town Clerk

Gary Wilfong
Mayor

Approved this _____ day of _____, 2025

Town of Fairview



Town of Fairview Special Called Council Meeting May 8, 2025 @ 6:30 pm

1. Call the meeting to order: ---Mayor Wilfong

The following Council members were present: Mayor Gary Wilfong, Patricia Kindley and Kerry Price. Absent: John Biggers and David Link

Others present: Melanie Cox, Attorney, Darrell Baucom, Financial Officer; Ed Humphries, Land Use Administrator; Teresa Gregorius, Town Clerk and Spencer Cox, Administrative Assistant

Patricia Kindley made a motion to call the meeting to order. Kerry Price seconded the motion. Council members Kindley and Price voted yes (2-0).

Mayor Wilfong introduced himself as the mayor of Fairview, having lived there for over 40 years. He thanked the attendees for their concern and support regarding town matters. He then introduced the council members present: Patricia Kenley and Carrie Price. He noted that council members David Link and John Biggers were unable to attend.

The mayor explained that while this was a special called meeting rather than a formal meeting, they still had enough members present to conduct business and vote if needed. He asked attendees to be patient, professional, and respectful during the meeting.

2. Agenda Changes/Approval of Agenda

Patricia Kindley made a motion to approve the agenda as submitted. Kerry Price seconded the motion. Council members Kindley and Price voted yes (2-0).

3. Items of Business:

3.A. Comments From Residents on West Duncan Road Concerning Activities on 6802 West Duncan Road, Indian Trail, Macon Family Farms

Multiple residents spoke to express concerns about activities taking place at 6802 West Duncan Road:

Chuck Honeycutt, 6806 West Duncan Road, living next to the property described impacts including noise from dump trucks starting early in the morning, dust making it difficult to be outside, and over 40 dump trucks passing by on Good Friday. He raised concerns about property values, impacts on air quality and flooding risks. He asked the town to help defend the rights of neighboring property owners, noting the town has significant authority on the matter.

Mike Lucas of 6909 West Duncan Road expressed frustration on behalf of residents, stating that while they are not troublemakers, something needs to be done quickly about the situation. He described safety issues from large boulders and mud on the road, damage to vehicles, and ineffective attempts to control dust and mud. He urged the council to take action, saying he believes more can be done.

BG Gilmore of 7013 West Duncan Road described changes to the area over time, including new housing development. While used to seasonal farm activities, he said the current situation with constant dump truck traffic is different and disruptive. He expressed concerns about road safety, especially for his daughter who is a new driver. He questioned how long the dumping would continue and its impacts on the newly paved road.

Brad Davis of 6816 West Duncan Road focused on road conditions, describing how vehicles rattle from potholes and how drivers must use the middle of the road to avoid damage. He noted attempts to patch potholes are quickly undone by heavy truck traffic.

Larry Stanton of 6416 Highway Bottoms Road, whose property adjoins the site in question, described changes to the floodplain and creek that he believes are problematic and potentially illegal. He expressed concerns about flooding risks to neighboring properties and questioned why environmental regulations don't seem to be enforced.

Michael Snitka of 6905 West Duncan Road described vehicle damage from road conditions and a concerning incident where his daughter was nearly hit by a speeding truck while getting mail. He reported being physically assaulted when trying to draw attention to road conditions, resulting in pending charges.

Alan Rosenberg of 105 George Watkins Trail spoke about vehicle damage from rocks in the road, having to avoid the area, disruption to morning routines from early truck traffic, and health concerns from dust in the air.

Slate Joyner of 1213 Twin Oaks Road described growing up in the area and working at a local business. He expressed frustration with road damage to his vehicles and having to take alternate routes.

Colton Helms of 6914 West Duncan Road asked if there were permits for the activities and dumping taking place. He questioned the lack of answers from officials and expressed concern about environmental impacts, especially related to flooding risks.

BG Gilmore spoke again to emphasize how the noise and traffic would make it difficult to have a conversation outdoors in the affected area, urging council members to understand the residents' perspective.

Sergey Kalashnik of 6919 West Duncan Road described the strict regulations residents had to follow when building homes in the area. He contrasted this with the apparent lack of oversight or contact information for the current large-scale activity. He also raised safety concerns about speeding trucks nearly hitting pedestrians.

Throughout the public comments, residents consistently expressed concerns about road damage, safety hazards, noise, dust, environmental impacts, and a lack of information or oversight regarding the activities at 6802 West Duncan Road.

Mayor Wilfong thanked the residents for their comments. He explained that the council would go into closed session to receive advice from the attorney, and that the town clerk had been recording questions raised. He noted that not all council members were present, so decisions would require further discussion with the full council. The mayor committed to reviewing the concerns raised and providing information back to residents as soon as possible, though he could not give an exact timeframe.

3.B. Closed Session Pursuant to NCGS 143-318.11(a)(3) To Consult with the Town Attorney and Preserve the Attorney-Client Privilege.

Patricia Kindley made a motion to go into closed session. Kerry Price seconded the motion. Council members Kindley and Price voted yes (2-0).

CLOSED SESSION

Patricia Kindley made a motion to return to open session. Kerry Price seconded the motion. Council members Kindley and Price voted yes (2-0).

4. Adjournment

Kerry Price made a motion to adjourn. Patricia Kindley seconded the motion. Council members Kindley and Price voted yes (2-0).

Respectfully submitted,

Teresa Gregorius
Town Clerk

Gary Wilfong
Mayor

Approved this _____ day of _____, 2025

DRAFT

Re-appoint Fairview Park Facility Members

Discuss Contract for Park Electrical Shelter Construction Plans



CONSULTING SERVICES AGREEMENT

Client: Town of Fairview	Project Name: ("Project") Fairview Park Amphitheater
Address: 7516 Concord Highway Fairview, NC 28110	Project Location: 7350 Concord Hwy, Monroe NC 28110
Telephone: 704-564-3412	
Client Contact: Ed Humphries	Consultant PM: Jon Wood
Client Job No.: 0017-000514.01	Consultant Job No.: 0017-000514.01

This agreement ("Agreement") is made by and between Town of Fairview ("Client") and Alfred Benesch & Company ("Consultant") (singularly, each may be referred to as "Party," and collectively, as "Parties") on effective date ("Effective Date"), for certain professional consulting services requested by Client in connection with the Project as specified herein. Consultant agrees to provide Client with the services ("Services") more specifically described as follows (or shown in Attachment A):

Services Description

The General Terms and Conditions and the following Attachments are hereby made a part of this Agreement:

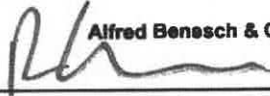
Attachment A: Scope of Services and Fee Estimate

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all Attachments thereto. Client further agrees to pay Consultant for the Services in accordance with the Method of Payment selected below:

X By Lump Sum using a percent completed basis: \$18,000

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the Effective Date:

Town of Fairview
BY: _____
AUTHORIZED REPRESENTATIVE
PRINT NAME: _____
TITLE: _____

Alfred Benesch & Company
BY: 
AUTHORIZED REPRESENTATIVE
PRINT NAME: Brian Cannella, PLA
TITLE: Charlotte Branch Manager/VP

BENESCH OFFICE: Charlotte NC
ADDRESS: Charlotte NC

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



GENERAL TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 Scope of Services and Fees

The Services to be performed by Consultant and the associated fee are set forth on the signature page or in Attachment A, Scope of Services and Fee Estimate, attached hereto, or, if applicable, by using serially numbered Work Authorizations. The Scope of Services and Fee Estimate is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope of Services and Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by Consultant shall not be exceeded unless authorized in writing by Client. The intent of the Scope of Services is to identify the Services to be provided by Consultant; provided, however, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for the Services and direct expenses shall be based on the Method of Payment identified on the signature page to this Agreement or serially numbered Work Authorizations attached hereto and made a part of this Agreement.

2.2 Payment for Consultant's Services

2.2.1 Payment

Payment for the Services rendered by Consultant shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, Attachment B, attached hereto.

2.2.2 Chargeable Time

Chargeable time for the Services is that portion of time devoted by Consultant's personnel to provide the Services. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight (8) hours per day and five (5) days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned Project site, and return to Consultant's office, is chargeable time; or, if more economical for Client, Consultant shall lodge its personnel overnight near the Project site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar

week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the Services Consultant is to perform; Laboratory Tests and related reports necessary for the Services Consultant is to perform, either by Consultant or by an outside service for Consultant; Special Equipment expenses including the costs of Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the Services; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all Services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all Services rendered and Direct Expenses under this Agreement and a final invoice upon completion of the Services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after the date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.



GENERAL TERMS AND CONDITIONS

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend the Services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of the Services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The hourly rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

The Parties obligations to perform under this Agreement shall extend from the Effective Date set forth on the signature page until terminated by either Party.

3.2 Abandonment of Services

Client shall have the absolute right to abandon any Services in Attachment A, or any Work Authorization attached hereto, or to change the general scope of the Services at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination for Cause

Either Party may terminate this Agreement for cause upon written notice to the defaulting Party stating the basis for the termination; provided, however, the defaulting Party shall have seven (7) days to cure the default. The termination will be effective seven (7) days after delivery of the written notice if the basis for the termination has not been cured. In the event of termination by Consultant caused by Client's default, Client shall pay for all Services performed by Consultant prior to the effective date of the termination, including all Project termination expenses, collection fees, and legal expenses. Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment. In

the event of termination by Client caused by Consultant's default, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination and provide information and documents developed under the terms of this Agreement to Client. Upon receipt of all other information and documents, Client shall pay Consultant for all Services performed prior to the effective date of the termination.

3.3.2 Termination for Convenience

Either Party may, in its sole discretion, terminate this Agreement for convenience at any time. In the event of such termination, the terminating Party will promptly notify and confirm the termination in writing to the other Party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment from Client.

3.4 Payment for Services Upon Abandonment or Agreement Termination

If Client abandons any of the Services in Attachment A or any Work Authorization attached hereto, or terminates this Agreement, Consultant shall be paid on the basis of Services completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the Services completed shall be made in accordance with Section 2.

3.5 Liability for Incomplete Documents

Neither Consultant nor its subconsultants shall be responsible for any errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the Services provided by Consultant hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under Client's control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting Client's



GENERAL TERMS AND CONDITIONS

property and the conduct of its employees thereon.

4.1.3 Consultant understands and agrees that in the performance of the Services and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents and subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by Consultant's insurance provider that during the time any Services are being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of any insurance coverage shown on such certificate in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name Client as an additional insured on Consultant's commercial general liability insurance policy.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other Party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other Party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of the Services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional Standard of Care as defined herein to comply with, and shall cause its subconsultants to comply with, applicable and non-conflicting federal, state, and local laws, orders, rules, and regulations in effect at the time the Services are rendered and relating to Consultant's performance of the Services hereunder. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, order, rule, regulation, ordinance, or decree applicable to the Services, Consultant will immediately report such discrepancy or inconsistency to Client and will conform the Services to any orders or instructions issued by Client. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Consultant hereby affirms its support of affirmative action and that it is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, and the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246, as Amended by Executive Order Number 11375; Section 503 of the Rehabilitation Act of 1973; Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; 41 CFR Part 60, specifically subparts 60-1.4, 60-250.5, 60-300.5, 60-741.2, and 60-741.5; and other applicable regulations and orders of the Department of Labor relating thereto. All such regulations are incorporated herein by reference and made a part of this Agreement as if set forth in their entirety. Consultant further affirms that it and its subconsultants shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals**



GENERAL TERMS AND CONDITIONS

based on their race, age, height, weight, color, religion, sex (including gender identity), sexual preference/orientation, marital status, citizen status, ancestry, or national origin. Moreover, these regulations require that covered consultants and subconsultants take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. Additionally, Consultant affirms it is its policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment and that minorities will be afforded full opportunity to submit a proposal and will not be discriminated against on the basis of race, color, or national origin in consideration for an award. Consultant further affirms completion of applicable governmental employer information reports, including EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

4.4.3 Consultant certifies that it agrees to use the E-Verify Program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), to verify that all persons it hires during the term of this Agreement are legally present and authorized to work in the United States. Consultant further acknowledges that failure to comply with the laws referenced herein shall constitute a material breach of this Agreement and Client shall have the discretion to unilaterally terminate said Agreement immediately. In the event any Services are sublet, Consultant shall obtain similar certifications from each subconsultant.

4.4.4 Consultant shall maintain a drug-free workplace in accordance with the provisions of the Drug Free Workplace Act of 1988.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for Consultant to perform the Services.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are

instruments of service in respect to the Project. Ownership of the instruments of service shall transfer to Client upon Consultant's receipt of payment in full for all Services completed under this Agreement. Notwithstanding the foregoing, all Consultant pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Consultant that existed before the commencement of the Services and which are included in any instruments of service generated by Consultant under this Agreement (collectively, the "Pre-Existing Materials"), shall remain the property of Consultant. Consultant grants to Client (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.

4.5.3 Any instruments of service are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any verification or adaptation by Consultant will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.5.4 Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing the Services, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make Consultant or its personnel in any way responsible for those duties that belong to Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means,



GENERAL TERMS AND CONDITIONS

techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Project documents and any health or safety precautions required by such construction work. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Services includes construction observation, Consultant shall keep Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to Client (1) known deviations from the Project documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the construction work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the Project documents.

4.7 Opinions of Costs, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein, as appropriate, are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty, express or implied, that Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction Costs, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the Services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's Services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event this Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that, in Consultant's sole judgment, are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for any additional costs for taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of the Services, and it is agreed that the quality of the Services shall be judged solely as to whether the Services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.



GENERAL TERMS AND CONDITIONS

If at any time prior to construction Client believes the Services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant, it is determined there is a deficiency that fails to meet the Standard of Care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000, whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that, to the fullest extent permitted by law, neither Party shall be liable to the other Party for any special, indirect, or consequential damages whatsoever, whether caused by either Party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

5.4.1 Professional Liability

Consultant shall indemnify and hold harmless Client, its officers, directors, and employees, from and against all judgments, losses, damages, costs, and expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Liabilities"), to the extent caused by any Negligent Acts, Errors, or Omissions by Consultant or any person or organization for whom Consultant is legally liable in the performance of Professional Services under this Agreement. For purposes of this professional liability indemnification obligation, (a) Professional Services in this subsection 5.4.1 shall mean those services performed by a licensed professional employed by Consultant or any person or organization for whom Consultant is legally liable, and (b) Negligent Acts, Errors, or Omissions shall mean any negligent acts, errors, or omissions in the performance of Professional Services by Consultant or any person or

organization for whom Consultant is legally liable that causes Liabilities and fails to meet the Standard of Care.

5.4.2 General Liability

Consultant shall indemnify, defend, and hold harmless Client, its officers, directors, and employees, from and against all demands, claims, losses, damages, costs, and expenses (including reasonable attorney's fees), due to bodily injury (including death) or property damage to the extent caused by any negligent acts, errors, or omissions by Consultant or any person or organization for whom Consultant is legally liable.

5.4.3 Limitation of Liability

Consultant's Professional Liability and General Liability indemnification obligations shall be subject to any limitations of liability contained in this Agreement and shall survive any termination of this Agreement.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's Services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either Party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing Party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the Parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the



GENERAL TERMS AND CONDITIONS

construction of this Agreement.

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either Party, then the Parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either Party. Unless the Parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other Party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the Parties. Cost of mediation shall be shared equally between the Parties and shall be held in a location mutually agreed upon by the Parties. The Parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the Parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the Project is located.

6.6 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the Project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.7 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and

serially numbered Work Authorizations if used, constitute the entire Agreement between the Parties and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☐ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

S.1 Location of Underground Utilities

It shall be Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and

disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no

responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

EXHIBIT A

WORK AUTHORIZATION NO. 3

PROJECT NO. 0017-000514.01 **DATE** effective date _____
PROJECT NAME Fairview Park Amphitheater
CLIENT Town of Fairview
CLIENT PM Ed Humphries **CONSULTANT PM** Jon Wood
PHONE NO. 704-564-3412 **PHONE NO.** 704-562-8279

SCOPE OF SERVICES

This WORK AUTHORIZATION Number 3, with the Agreement dated effective date, between Town of Fairview ("Client") and Alfred Benesch & Company ("Consultant"), constitutes the express authority given Consultant by Client to perform certain professional consulting services ("Services") as follows (or as shown in Attachment A):

Services Description

The following are attached to and hereby made a part of this Work Authorization:

Attachment A: Scope of Services and Fee Estimate

FEE ESTIMATE

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

Town of Fairview

Alfred Benesch & Company

BY: _____
AUTHORIZED REPRESENTATIVE

BY:  _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Brian Cannella, PLA

TITLE: _____

TITLE: Charlotte Branch Manager/VP

DATE: _____, 20____

BENESCH OFFICE: Charlotte NC
ADDRESS: Charlotte NC

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

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Attachment A: Scope of Services and Fee

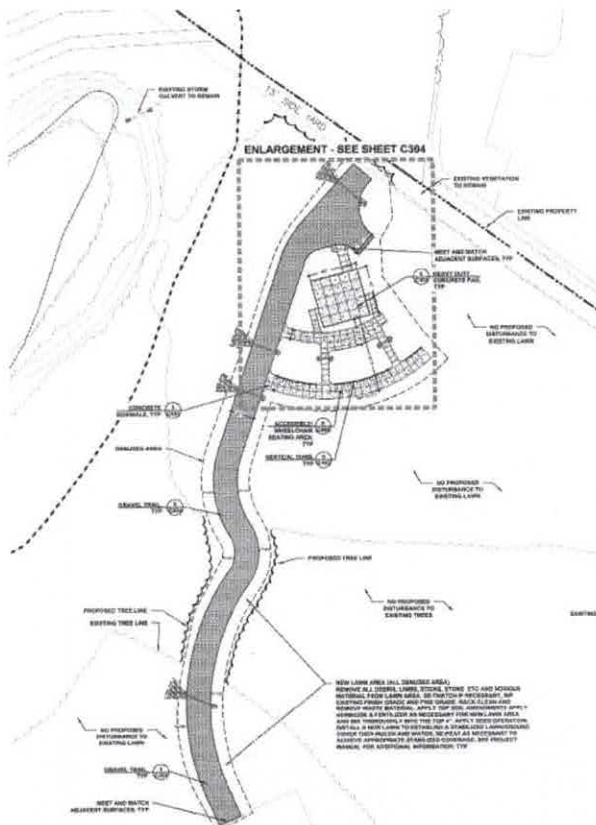
June 17, 2025

Mr. Ed Humphries, Land Use Administrator
Town of Fairview
7516 Concord Highway
Fairview, NC 28110

RE: Fairview Park Amphitheater – (0017-000514.01) Stage Cover/Site Electrical
Proposal Amendment for Additional Services

Dear Ed:

As per our phone conversation on 5/22/25, the Town of Fairview (Client) desires to employ Benesch for additional services to oversee electrical and shelter design bidding and construction services for next phase of the amphitheater amenity. This phase will include the provision of an electrical service to the back of the stage pad and implementation of a pre-engineered shelter/cover over the stage as depicted in the reduced site plan reflected below. To that end, Benesch proposes the following tasks:



SCOPE OF WORK

Site Electrical Design

Through our sub, Quality Consulting Engineers, PLLC, we will provide new site electrical design for the amphitheater project to include:

1. Electrical engineering associated with standard 120V 20A receptacles on a stage, while reusing existing electrical transformer and services available.
2. One (1) Site visit during Design Phase to meet with Power Company and investigate existing conditions.
3. Electrical specifications on drawings for the above.
4. Submit final design set for review, coordination, and permit approval.
5. Respond to review comments.

Shelter Structure

Benesch will work with Churchich Recreation & Design (CRD) and Polygon, [polygon.com] to design, engineer, manufacture, and install a pre-engineered shelter structure for the existing stage pad. Benesch will work with, coordinate, and collaborate project details with CRD and Polygon on behalf of the Town. The shelter structure will be no larger than 38' x 38' to fit inside the existing 40' x 40' concrete pad.

This work typically involves review of design options, preliminary pricing, sealed shop drawings of selected design, and integration of documents into the contract documents, utility (electric only) coordination, and design, color and material selection, local permitting assistance (CRD/Polygon to obtain), and project administration throughout the design-build process.

In addition, Benesch will design a short height screen wall in the rear of the stage pad to screen the electrical panel(s). It is assumed the screen wall will be freestanding and not exceed 42" in height

Bid Negotiation – Electrical/Screen Wall

Benesch will assist the Client during the bid negotiation phase for the site electrical work and the construction of the screen wall*. This proposal is based on the premise of conducting one (1) informal electrical work bid period. The bidding phase shall include the following tasks:

- Prepare a bid advertisement for distribution to local electrical contractors.
- Respond to bidder's questions, issuing addenda as required clarifying bid documents.
- Conduct one (1) bid opening, provide bid tabulation and contractor recommendation to the Client.

**Client may opt to contract directly with the current General Contractor completing phase one of the project.*

Construction Phase

For the purposes of this proposal, we have assumed approximately six (6) months for the construction period. Current Polygon lead times for manufacture and delivery for the shelter are about 18-20 weeks from the date the order is placed. Benesch will assist the Client in administration of general construction by:

- Conducting three (3) site inspections with distribution of meeting notes and field reports.
- Respond to contractor's Requests for Information (RFI)
- Review shop drawings and product submittals
- Review contractor's pay applications

Continuing post-pandemic related conditions related to labor, materials and shipping shortages could cause periods of delay that are not in Benesch's control. Should phases of project construction exceed six (6) months, Benesch is available to provide additional construction administration for an additional fee. Benesch has the option to delay site visits during times when construction work is not active.

In addition to the administration services noted above, Benesch will assist the Client with project closeout for by:

- Attending a pre-final inspection (1) and preparing a pre-final punch list
- Attending a project closeout walk-thru (1) which reflects the completed project.

COMPENSATION

Based on our current knowledge of work, as well as discussion with the Client regarding the project, Benesch will be responsible for the work as described in the Scope of Work and will work with the Client on a lump sum fee as follows:

Service Fees:	Fee
Site Electrical Design	\$ 5,500
Shelter Structure	\$ 6,500
Bid Negotiation	\$ 1,500
Construction Services	<u>\$ 4,500</u>
Total Amendment Fee	\$ 18,000

WORK NOT INCLUDED

The design and engineering fees quoted above are for the services listed in this proposal. Services beyond the scope of this proposal include:

- Utilities design (other than electric)
- Water quality pond design
- Special Inspections or certifications
- Section 401/404 permitting
- Any public participation processes and public meetings or any other meetings are not included other than those listed above.
- Renderings, sketches, or models
- Structural design for any retaining walls. If needed, these are assumed to be segmented retaining wall systems and would be handled as a delegated design through the general contractor.

Once again, it is a pleasure to assist you and the Town of Fairview with implementation of the next phase of the amphitheater design and construction. If you find this proposal to be acceptable, you may indicate your concurrence on the Benesch work order and return it to our office. Once executed, we can begin work immediately.

Sincerely,



Jonathan D. Wood, PLA CLARB
Senior Project Manager



Brian Cannella, PLA
Charlotte Branch Manager, VP