

Town of Boonville
December 3, 2019, Regular Meeting Minutes
Harvey E. Smith Municipal Building

The following were in attendance at the 12/3/19 regular meeting: Mayor Vaughn Benton, Commissioners William Paul Baity, Monica Craver, Richard Lasky, and Tony Reece. Also in attendance were Town Attorney James Freeman, Finance Officer/Town Clerk Kim Wells, and Police Chief Jeff Hobson. Commissioner Justin Phillips and Public Works Director Jeff Jones were absent.

- I. Call to Order and Welcome:** Mayor Benton called the 12/3/19 meeting to order at 7:00 p.m.
- II. Conflict of Interest Issues and Approval of Agenda:** Commissioner Baity asked the Board members to add to new Town Business, item F. 2020 Meeting Schedule. Commissioner Baity motioned to approve the agenda as amended. Commissioner Lasky seconded, and the motion passed unanimously.
- III. Pledge of Allegiance and Prayer:** Mayor Benton led the Pledge of Allegiance and the prayer.
- IV. Adoption of minutes:** Commissioner Baity motioned to approve the 11/5 regular minutes as presented. Commissioner Reece seconded, and the motion passed unanimously.
- V. Public Comments:** David Vestal, 101 Oak Drive, addressed the Board members regarding the requested golf cart ordinance. He expressed his desire that Boonville be similar to East Bend and have an ordinance in place for the citizens. He indicated he had a list of citizens who would be willing to serve on a committee.
Donnie Vestal, 529 E. Main Street, had originally signed up for public comments but declined to speak when called upon.
- VI. Old Town Business:**
 - A. Update on Water and Sewer Projects, including proposed change order:** Commissioner Baity reviewed a proposed Change Order for the sewer plant loan in the absence of Public Works Director Jones. Discussion followed. Commissioner Baity motioned to approve the Change Order Agreement, conditional upon the approval of Turner Murphy Company and Withers Ravenel. Commissioner Reece seconded, and the motion passed unanimously.
 - B. Golf Cart Ordinance (tabled from the 11/5 meeting):** The Board members discussed the formation of a Golf Cart Committee and whether or not anyone outside of the city limits would be allowed to serve on the committee. Commissioner Craver entered the meeting. It was stated that if out-of-town citizens were not allowed to serve on the committee, those citizens would continue to have an opportunity for their opinions and concerns to be heard during public meetings. All Golf Cart Committee meetings would be open to the public. The Board members requested that a list of potential Golf Cart Committee members, including a chairperson, be submitted for consideration at the next Town Board meeting. The Town Board members will appoint the Golf Cart Committee members. The list of potential Golf Cart Committee members should be submitted to the Town Clerk a week before the next Town Board meeting on January 7. The topic was tabled until the January 7, 2020 meeting.

IX. New Town Business:

- A. Cannon & Company Presentation of the 2019 Fiscal Audit:** Valerie Kiger, Cannon & Company, presented the 2019 Fiscal Audit. She stated the audit was clean with an unmodified opinion. She reviewed the revenues and expenditures for the General Fund and Enterprise Fund. She stated that revenues were 29 percent lower than budgeted in the Water/Sewer accounts due to the closure of the Park Dale manufacturing plant. The only Internal Control issue referenced by Mrs. Kiger is the same one annotated every year. This results from having such a small Town Hall staff which is prevalent among many small, rural municipalities that do not have funding to hire additional employees. Mrs. Kiger read the required communication letter from Cannon & Company to the Town Board members highlighting that there were no issues with management during the audit. Mrs. Kiger complimented Mrs. Wells on her professionalism and her knowledge of audit standards and told the Board members that not all municipalities had the benefit of having such a knowledgeable finance officer. Mrs. Kiger thanked the Board members for the opportunity to serve the Town.
- B. Boonville Fire Department report:** Fire Chief Brandon Renegar introduced himself and stated that he was there to help build a relationship between the Fire Department and the Town of Boonville. He stated that he would like someone from the Fire Department to attend the monthly

Town Board meetings and provide a short report on the activities of the Fire Department. He referenced the Insurance Rating and stated that the Fire Department looks for ways to lower the rating for in-town and out-of-town residents. Mr. Renegar reviewed the Department's CIP for upgrades to the station and replacement of some apparatus. Discussion followed on the Fire Departments budget.

- C. **Ratify Heater for Town Garage:** Commissioner Baity informed the Board members that the heater at the Town's garage needed to be replaced. He reviewed a quote from AmeriGas in the amount of \$2,380.05. Commissioner Lasky motioned to approve. Commissioner Reece seconded, and the motion passed unanimously.
- D. **Ratify Hiring of a Part Time Police Officer:** Police Chief Hobson reviewed an action discussed in closed session to hire a part-time officer that had not been voted on in open session. Commissioner Lasky motioned to approve Dallas Hale as part-time Police Officer at \$13.50 per hour. Commissioner Reece seconded, and the motion passed unanimously.
- E. **Relocate Pole at 105 W. Main Street:** Commissioner Baity referenced an email from Duke Energy that would relocate a power pole at 105 W. Main Street. Commissioner Baity stated this power pole would have to be moved before the tank rehabilitation could begin. Discussion followed. Commissioner Baity motioned to pay \$2,223.32 to relocate the power pole. Commissioner Reece seconded, and the motion passed unanimously.
- F. **2020 Meeting Schedule:** Finance Officer/Town Clerk Wells presented a proposed schedule for 2020 regular meetings. She stated this was the time to change the time or dates of the meetings. She reminded the Board members that in the past, the Board members have opted not to have a July Town Board meeting due to the high volume of budget workshop meetings held in May and June. Discussion followed. Commissioner Baity motioned to approve the 2020 Meeting Schedule as presented. Commissioner Craver seconded, and the motion passed unanimously.

X. Reports and announcements:

- A. **Mayor's report:** Mayor Benton had nothing to report.
- B. **Finance Officer's report:** Finance Officer/Town Clerk Wells reported on the condition of the Town's server. She stated that it had been repaired but asked the Board members to consider replacing it during the next budget cycle because of its age. She reported that the December water billing was behind schedule a couple of days because of the Thanksgiving holiday. Mrs. Wells then informed the Board members of the upcoming ethics training required for new board members. She also reviewed the November Budget vs. Actual report. She stated that she would bring budget amendments to the next Board meeting.
- C. **Public Works Director's report:** Public Works Director Jones was out due to a death in his family so there was no report.
- D. **Police Chief's report:** Police Chief Hobson stated that most of his report was contained in each Week End Review that is sent to the Board members each Friday. He stated that he was in the process of getting training records together and working on files upstairs.
- E. **Departmental Commissioner's Reports:** Commissioner Craver gave an update on the Christmas festivities, and stated the Town would work with the BBDDA to cover the cost of the Christmas tree.

No other commissioners had anything to report.

- F. **Committee reports as needed:** Debbie Cooper, BBDDA, thanked the Town for its help with the tree and announced the time and date of the tree lighting ceremony.

XI. Adjourn: Commissioner Baity motioned to adjourn. Commissioner Reece seconded, and the motion passed unanimously. The meeting adjourned at 7:53 p.m.



R. Devaughn (Vaughn) Benton, Mayor



Kim Wells, Finance Officer/Town Clerk

CHANGE ORDER AGREEMENT

Background

1. This agreement ("Change Order Agreement") is entered into by, Town of Boonville, North Carolina ("Owner") and Turner Murphy Co., Inc. ("Contractor") (collectively, "the Parties") with regard to that certain project, ("Project"), commonly referred to as the Boonville WWTP Improvements entered into effectively on or about December 20, 2016. For this Project, Contractor entered into an agreement ("Contract") with Owner to provide certain construction services to Owner including generally the rehabilitation of two partially submerged waste water treatment tanks.
2. The Contract Sum accounting for the Contract is currently as follows:

a. Original Sum:	\$777,612.00
b. CO#01:	\$ 16,784.00
c. CO#02:	\$ 43,966.00
d. CO#03:	\$ 6,135.00
e. <u>CO#04:</u>	<u>\$ 19,600.00</u>
	\$864,097.00

(Contract Sum prior to this Change Order Agreement.)
3. The Owner also contracted independently with the engineering firm, Municipal Engineering Services Co., P.A. ("Original Designer") to provide the design for the project and construction administration. Owner later terminated its contract with Original Designer and then entered into a new design contract with the engineering firm, Withers Ravenel ("Engineer") to provide certain design and contract administration services going forward for the Project.
4. This Change Order Agreement concerns, among other things, resolution of claims concerning an instance that occurred in about April 9, 2018 where the Owner's waste water tank No. 2 ("Tank No. 2") floated off of its existing base ("the Event") thereby causing damage to Owner's existing equipment and delays to the completion of the Project.
5. Without either Party accepting liability for the Event, the Parties desire now to resolve any and all claims between the Parties arising out or concerning the Event, in anyway, by entering into this agreement.
6. At the bequest and on behalf of the Owner, Engineer has generated a set of plans identified more specifically in **Exhibit A** hereto ("the Repair Plans") to reset Tank No. 2 so that the Project can be completed. It is further anticipated that, at the bequest and on behalf of the Owner, Engineer will also develop a set of plans ("Additional Improvements Plan") for, among other things, installing a French-drain around Tank No. 2, backfill around Tank No. 2, additional painting work, and any replacement or repair of

the existing coating work that has been previously performed and which now requires supplemental work to meet the Owner's needs. This Change Order Agreement anticipates but does not address the work to be covered by Additional Improvements Plan.

7. For administrative purposes, this Change Order Agreement may be further memorialized / incorporated into a change order form consistent with the terms and provisions stated herein.

Terms and Conditions of the Change Order Agreement

The Parties agree that the Contract shall be further modified as follows:

1. Contractor will provide the materials, equipment and labor ("Change Order Work") to perform the work described by the Repair Plans.
2. In addition to all other amounts owed Contractor under the Contract, Owner shall pay those sums set forth for the various line items set forth in **Exhibit B**. Contractor shall be allowed to bill for Change Order Work on a monthly basis in-conjunction with its normal pay applications. For the items designated as lump sum items, Owner shall pay Contractor those amounts on a monthly basis in proportion to the percentage of the Change Order Work completed during the respective period. For those items designated as unit prices, Owner shall pay Contractor for the quantities of Work actually provided by Contractor at the stated unit price amounts (prorated for any partial units provided). For those items designated as allowances, Owner shall pay Contractor its actual cost, as supported by reasonably acceptable documentation, plus 15% to complete those items. The term and amount set forth in Exhibit B as the "Total Estimate" is not a binding or limiting amount but serves only as Contractor's good faith estimate of the cost to complete the Change Order Work.
3. In addition, Contractor may immediately bill for and Owner shall promptly pay Contractor \$ 81,810.00 (as compensation for the frac tanks/pump rental costs from April 9, 2018 through October 1, 2019).
4. In addition, Owner shall likewise promptly pay Contractor an amount equal to \$1,060.50 per week (as compensation for future frac tank/ pump rental costs) for each week between October 1, 2019 and the date that Owner gives Contractor written notice to proceed with the Change Order Work. Contractor may bill for this Work on monthly basis. Any maintenance or repairs require to the frac/pump rental in this time frame will be added.
5. Conditioned on Owner's timely and full payment of all other amounts owed Contractor under the Contract, as modified by this Change Order Agreement, Contractor agrees that Owner may withhold \$22,000.00 from Contractor's final payment as additional consideration for this Change Order Agreement.

6. Owner shall cause Engineer to monitor the Change Order Work and to verify, on a monthly basis, the quantities of the Change Order Work provided by Contractor for those items so identified in Exhibit B. Owner shall promptly pay Contractor for the amounts of Change Order Work verified by Engineer. If Contractor contends that amounts provided are different than those verified by Engineer, Contractor may pursue a claim in accordance with the Contract.
7. Following execution of this Change Order Agreement, Owner shall within a reasonable time give Contractor written notice to proceed with the Change Order Work. Contractor shall begin the Change Order Work within twenty-one days thereafter.
8. The Contract Time shall be modified so that the new Contract Completion Date will be set for 90 days from the date the Owner provides Contractor written notice to proceed with the Change Order Work. In addition, should the quantities of the Change Order Work exceed the estimated quantities stated in Exhibit B, the Contract Time shall be further equitably extended. Warranties on equipment previously installed by Contractor shall run from May 1, 2018 in lieu of completion of the Change Order Work or substantial completion of the Project.
9. Contractor and Owner recognize that the exact extent of the Change Order Work may vary from that estimated in Exhibit B, and Owner, by and through the Engineer, will need to determine the actual quantities of the Work required to reset Tank No. 2 as the Work progresses. To minimize both its and Contractor's expense, Owner agrees to cause Engineer to be available within twenty-four hours notice to evaluate the Work and to make determinations as to whether further efforts are necessary and/or the Repair Plans should be modified. Engineer is hereby authorized to determine when the Repair Work is complete and to make minor modifications to the Repair Plans. Should Engineer not be available to inspect the Repair Work within twenty-four hours notice, the Contract Time shall be equitably adjusted. Further, should any decision by the Engineer or Owner effectively suspend the Repair Work, the Contract Time likewise be equitably adjusted.
10. Owner and Contractor further recognize that the Change Order Work has been defined based on the assumptions ("the Assumptions") that:
 - a. Anchoring the tank will not be necessary;
 - b. The tank foundation is suitable and will not require any modification. Specifically, the tank foundation slab is in good shape and able to withstand heavy equipment operating on it;
 - c. There is no need to protect or reset the dewatering wells;
 - d. There is no need to identify, protect or reset any utilities outside of those items expressly identified in Exhibit B unit price items;

- e. The tank can be safely excavated without undercutting the splitter box and Influent MH;
- f. All blowers, equipment, materials, etc. to be re-used are in good operating condition.
- g. The intended goal of the Repair Plans can be reasonably achieved without tank backfill, shoring, repairing/restoring the Owner's equipment.

Should the Assumptions prove not to be true or accurate, the Parties recognize that the Repair Plans will need to be modified and/or Contractor shall be entitled to an equitable adjustment in the Contract Price and Contract Time to implement any changes required to achieve the intended results of the Change Order Work as a result of such error or inaccuracy.

- 11. Owner and Contractor hereby mutually waive any and all claims, known or unknown, accrued or un-accrued, that they may have against the other (and their principals, managers, officers and employees as well as their respective insurers and sureties) arising out of or connected with the Event as well as all other claims otherwise concerning the Project in any way that are known or, in the exercise of reasonable diligence, should have been known as of the date of this Change Order Agreement. Notwithstanding the foregoing, Owner and Contractor retain their rights and claims, if any, that they may respectively have against the Original Designer connected in any way to the Project.
- 12. Owner hereby acknowledges that the Repair Plans were prepared at its behest by Engineer and that, although Engineer may have discussed these plans with Contractor, Contractor makes no warranty regarding the sufficiency of the Repair Plans, and Owner hereby waives any claims it may have now or otherwise have in the future against Contractor concerning the sufficiency of the Repair Plans or any input or statement that Contractor may have provided toward the development of the Repair Plans. Specifically, without exclusion, Contractor is entitled to rely on the Owner's and Engineer's determination that Tank No. 2 is structurally sound and can sustain, without damage to the tank itself, the forces to be imposed on it during the floatation and lateral movement of the tank between its existing location and the temporary staging area. Similarly, Contractor can rely on the Owner's and Engineer's determination that the Repair Plans are sufficient to prevent Tank No. 2 from rolling during while it is being floated and/or moved between the existing location and the temporary staging area.
- 13. Except as expressly modified by this Change Order Agreement, all the other terms and conditions set forth in the Contract remain valid and enforceable.
- 14. The Parties mutually warrant that they have not previously assigned, transferred or otherwise encumbered the rights under or affiliated in any way with the Contract and that they have full authority to enter into this Change Order Agreement and to provide the intended benefits allowed therein.
- 15. The Parties further agree to execute any further documents reasonably necessary to carry

out the intent of this Change Order Agreement including, but not exclusively, change order(s) documents consistent with this Change Order Agreement.

16. Except as contemplated by Paragraph No. 8 above, this Change Order Agreement may not be modified, amended, or changed in any way without the written consent of both Parties.

This the 3 day of December, 2019.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]
[Signature Pages and Exhibits to Follow]

TURNER MURPY CO., INC.

Its: _____

Date: _____

TOWN OF BOONVILLE, NORTH CAROLINA

Lini Wells

Its: Finance officer / Town Clerk

Date: 12-11-19

WITHERS RAVENAL

Its: _____

Date: _____

Item		QTY	Units	UP	Total
	Monthly Jobsite Overhead	2	Months	\$7,312.50	\$14,625.00
	Supervision	10	Weeks	\$1,088.10	\$10,881.00
TMC	PC200 Excavator	2	Month	\$1,053.00	\$2,106.00
TMC	RT Loader	2	Month	\$1,053.00	\$2,106.00
Rental	Small Excavator	4	Week	\$1,053.00	\$4,212.00
Rental	Skid Steer Loader	4	Week	\$1,053.00	\$4,212.00
Sub	Large Equipment Moves	2	Trip	\$1,287.00	\$2,574.00
TMC	Small Equipment Moves	2	Trip	\$877.50	\$1,755.00
<i>Replace/Relocate Utilities</i>					
	Locate Utilities	1	LS	\$1,170.00	\$1,170.00
	Remove/Reinstall 4x4d MH	1	EA	\$1,853.00	\$1,853.00
	Remove Replace 10" DIP	60	LF	\$45.40	\$2,723.76
	By-Pass Effluent MH	1	Month	\$1,170.00	\$1,170.00
	Remove/Reinstall 6" Influent Line TP#2	40	lf	\$58.28	\$2,331.20
	Support 6" Influent Line TP#1	1	ls	\$750.00	\$750.00
	6" MJ Restraints	1	ea	\$146.25	\$146.25
	6" Solid Sleeves	1	ea	\$468.00	\$468.00
	Cap PVC Sludge Line	1	ea	\$485.00	\$485.00
	Relocate TP#1 Blowers/Pad (no elec)	1	ea	\$1,500.00	\$1,500.00
	Relocate TP#2 Blowers/Pad (no elec)	1	ea	\$1,500.00	\$1,500.00
	Temp Blower Set Up TP#2	1	ea	\$1,200.00	\$1,200.00
<i>Channel Construction</i>					
	Channel Excavation	473	cy	\$7.97	\$3,767.45
	Channel Backfill	473	cy	\$3.71	\$1,754.83
	Berm Fill/cy	473	cy	\$7.61	\$3,597.17
	Channel Tank Excavation Liner	6471	sf	\$0.47	\$3,041.37
	Haul Road Install and Remove/Grass	75	sy	\$47.97	\$3,597.75
	Dewatering	1	ls	\$4,495.00	\$4,495.00
	Float Tank into Channel	1	ls	\$6,727.50	\$6,727.50

Tank/Ramp Excavation	600	cy	\$10.28	\$6,168.00
Truck Dirt to Storage	600	cy	\$1.89	\$1,134.00
Float Tank Back into Place	1	ls	\$2,925.00	\$2,925.00
Frac Tank Rental	70	days	\$175.00	\$12,250.00
Subtotal				<u>\$107,226.27</u>

<i>Allowances Reimbursed + 15%</i>				
Add1	Replace Expired Paint	\$15,483		
	Tank Repairs	\$2,000		
	Remove/Reinstall Utility Poles	\$1,500		
	Electrical	\$8,500		
	Reblast Tank	\$2,500		
		<u>\$29,983</u>		

Estimated Total	\$137,209.27
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Turner Murphy Co., Inc.

Job Name

Date

11/6/2019

Stability Rigging

For budget and discussion only

Code

	Description	QTY	Units	Unit Prices	+/-	Amount	
Material	Sand	70	tns	25.00		1750.00	Need to verify pricing
	Super Sacks	30	ea	36.95		1108.50	
	Tax	7.00%				200.10	
Labor	Load Sand	70	tns	12.50		875.00	
	Unload Sand	70	tans	8.00		560.00	
Lull Rental	VR Forklift	6537	1	Rent		6537.00	
	Small Tools	7%				100.45	
	Labor Burden 36%	36%				516.60	
	Bond Adjustment	1%				133.95	
	Fee/Office OH	15%				1747.15	
Deducts							
Total							

DEDUCT

ADD

ET TOTAL

0

13,529

\$13,529

Assuming we can waste sand on site.

We will need the VR Forklift to load, unload the sand and stabilize the tank as we move it.

Does the city have access to sand they can supply?

Kim Wells

From: Jeff Jones <jeff.jones@boonvillenc.com>
Sent: Tuesday, November 26, 2019 2:26 PM
To: Kim Wells; Kim Wells
Subject: Fwd: Cost estimate for pole relocation 105 W. Main St. Boonville
Attachments: CUSTOMER LIABILITY FORMS 7-2-19.docx

----- Forwarded message -----

From: Bryant, Jacob Cory <Jacob.Bryant@duke-energy.com>
Date: Mon, Nov 18, 2019 at 2:45 PM
Subject: Cost estimate for pole relocation 105 W. Main St. Boonville
To: Jeff Jones <jeff.jones@boonvillenc.com>
Cc: Bryant, Jacob Cory <Jacob.Bryant@duke-energy.com>

Jeff,

The total cost for removing the existing service pole, night light and down guy from its existing location and installing a new service pole, night light and down guy approx. 30 ft from its current location, will be \$2,223.32. If you will please provide me with the contact info and e-mail for whom will be paying the bill. At that time, I'll submit the bill to be generated by our billing department in Charlotte. Once the bill has been paid, the communication line has been removed and the new overhead service pole and meter base has been installed, please let me know and I'll proceed with getting this into scheduling. Also attached you'll find our customer liability form that will need to be signed and returned. Thank you!

Jake Bryant

Engineering Technologist II
336-830-7094 (Mobile)
jacob.bryant@duke-energy.com



<http://www.duke-energy.com/pdfs/Service-Requirements-Manual.pdf>

TOWN OF BOONVILLE
Proposed 2020 TOWN BOARD MEETING SCHEDULE

DAY/DATE	TYPE OF MEETING	TIME
Tuesday, January 7, 2020	TOWN BOARD	7:00 PM
Tuesday, February 4, 2020	TOWN BOARD	7:00 PM
Tuesday, March 3, 2020	TOWN BOARD	7:00 PM
Tuesday, April 7, 2020	TOWN BOARD	7:00 PM
Tuesday, May 5, 2020	TOWN BOARD	7:00 PM
Tuesday, June 2, 2020	TOWN BOARD	7:00 PM
Tuesday, August 4, 2020	TOWN BOARD	7:00 PM
Tuesday, September 1, 2020	TOWN BOARD	7:00 PM
Tuesday, October 6, 2020	TOWN BOARD	7:00 PM
Tuesday, November 3, 2020	TOWN BOARD	7:00 PM
Tuesday, December 1, 2020	TOWN BOARD	7:00 PM