

Town of Boonville
April 7, 2026, Regular Meeting Minutes
Harvey E. Smith Municipal Building

The following were in attendance at the 4/7/26 regular meeting: Mayor Pro-tem Tim Driver, Commissioners Monica Craver, Zane Green, Kristin Johnson, and Greg Wagoner. Also in attendance were Attorney James Freeman, Police Chief Jeff Hobson, Interim Public Works Director Jackson Craver, and Administrative Assistant/Zoning Officer Camryn Long. Mayor Vaughn Benton and Finance Officer/Town Clerk Kim Wells were absent.

- I. Call to Order and Welcome:** Mayor Pro-tem Driver called the 4/7/26 meeting to order at 7:00 p.m.
- II. Conflict of Interest Issues and Approval of Agenda:** Commissioner Wagoner motioned to approve the agenda. Commissioner Green seconded, and the motion passed with a 5-0 vote.
- III. Pledge of Allegiance and Prayer:** Mayor Pro-tem Driver led the Pledge of Allegiance and the prayer.
- IV. Adoption of Minutes:** Commissioner Wagoner motioned to adopt 2/3 closed session, 3/3 regular, and 3/3 closed session minutes. Commissioner Green seconded, and the motion passed with a 5-0 vote.

V. Public Comments: Eddie Johnson, 106 Lake Dr., spoke on policies of the town and response time for answers of concerns.

Megan Sizemore, Boonville Elementary PTA, commented on the school's backpack program and asked for continued support of the program.

Kelly Lopez spoke on behalf of the Divine Redeemer Church. She commented on the churches gravel parking lot, a recent fire call to the church property and an upcoming funeral.

VI. Old Town Business

- A. American Rescue Plan Act (ARPA) Fund Projects:** Commissioner Craver reminded the Board members that the end date was October for the funds. She then reviewed the culvert project that the contractor was getting ready to start on.
- B. FEMA Project Update:** Commissioner Craver spoke about the funding for this project.
- C. Drinking Water State Reserves Projects:** Commissioner Craver spoke about the progress of this funding.
- D. Emergency Management Disaster Relief and Mitigation Fund – Hurricane Helen Flood Mitigation Grant:** Commissioner Craver spoke about the progress and how some of the FEMA funds will be given back to them so the projects can be funded through this program. Discussion followed on the TRC contract dated April 6, 2026 – Tanyard Creek Drainage Improvements & WWTP Resiliency. Commissioner Green motioned to approve. Commissioner Wagoner seconded, and the motion passed with a 5-0 vote. Commissioner Green motioned to return to FEMA the excess \$43,676. Commissioner Johnson seconded, and the motion passed with a 5-0 vote.
- E. Michael Wilkins Water Leak Adjustment:** Mr. Wilkins asked the board to hold off on his request until the policy change was made in New Town Business.

VII. New Town Business:

- A. One-Quarter Cent Local Tax Option Sales Tax, Michael Silverman:** Yadkin County Manager Michael Silverman spoke about the proposed Sales Tax increase. He stated this would be used to improve the school systems and economic planning.
- B. Ratify the Consensus to update the Public Works Director, Public Works Technician Senior and Public Works Technician job descriptions dated March 2026:** Commissioner Wagoner motioned to approve the consensus to update the Public Works Director, Public Works Technician Senior and Public Works Technician job descriptions dated March 2026. Commissioner Green seconded, and the motion passed with a 5-0 vote.
- C. Budget Workshop Date:** Discussion followed on possible dates.
- D. Budget Amendments:** Tabled till the budget workshop.

- E. Town Policy on Recording Conversations:** Commissioner Wagoner explained the policy. Commissioner Wagoner motioned adopt the Town policy on Recording Conversations. Commissioner Green seconded, and the motion passed with a 5-0 vote.
- F. Waer Leak Adjustment Policy:** Commissioner Wagoner spoke about the policy and leak adjustments. He presented a new form that if residents wanted to challenge their water bill, they can fill the form out and the board will review it on a case-by-case basis. He stated that all forms would be subject to denial. Commissioner Wagoner motioned to adjust the Water Leak Adjustment Policy to add a utility adjustment request form. Commissioner Green seconded, and the motion passed with a 5-0 vote.
- G. Check Signers for Town Accounts:** Discussion fell on allowing the Mayor Protem position to also be included on the check card at the bank. Commissioner Craver motioned to add Mayor Pro tem Driver as a check signer. Commissioner Johnson seconded, and the motion passed with a 5-0 vote.

VIII. Reports and Announcements:

- A. Mayor's Report:** Mayor Pro-tem Driver had nothing to report.
 - B. Finance Officer's Report:** Finance Officer/Town Clerk Wells was absent but had emailed her report to the Board prior to the meeting.
 - C. Zoning Officer's Report:** Zoning Officer Long spoke on new zoning opportunities on Sunset Drive/Highway 601. She stated she had issued 4 zoning permits the previous month.
 - D. Public Works Director's Report:** Interim Public Works Director Craver reported on the department and how busy they had been with losing one employee. He then stated that brush would not be picked up until further notice.
 - E. Police Chief's Report:** Police Chief Hobson spoke about his return to work and encouraged citizens to contact him if they had any questions.
- Departmental Commissioner's Reports:** Commissioner Johnson had nothing to report. Commissioner Green thanked the citizens and employees. Commissioner Wagoner had no items to report. Commissioner Craver had no items to report.
- F. Committee Reports as Needed:** Boonville Improvement Group stated that the flags will be arriving soon. The committee stated they was working on doing an event on July 4th.

IX. Closed Session per NCGS 143-318.11(a) (6)-Personnel: Commissioner Wagoner motioned to go into closed session (per NCGS 143-318.11(a) (6)). Commissioner Green seconded, and the motion passed with a 5-0 vote at 7:58 p.m.

Commissioner Craver motioned to return to open session. Commissioner Green seconded, and the motion passed at 8:25 p.m. with a 5-0 vote.

Commissioner Wagoner motioned to change Jacob Gross from probationary status to full time employment and raise his hourly pay to \$17.00 per hour beginning the next pay period. Commissioner Green seconded, and the motion passed with a 5-0 vote.

X. Recess: Commissioner Wagoner motioned to recess the meeting until April 21, 2026 at 5:30p.m. Commissioner Green seconded, and the motion passed with a 5-0 vote. The meeting ended at 8:28 p.m.



 Tim Driver, Mayor Pro-tem



 Kim Wells, Finance Officer/Town Clerk

- mayor pro tem Driver resigned 4-21-26 and was not around when minutes was adopted/signed. kwells

April 6, 2026

Town of Boonville, North Carolina
Attn: The Honorable Mayor Vaughn Benton
110 Carolina Ave. North,
Boonville, North Carolina 27011

**RE: Proposal for Engineering Services
Tanyard Creek Drainage Improvements & WWTP Resiliency
Boonville, North Carolina
TRC Prop. No: 727013.9990.0000**

Dear Mayor Benton:

On behalf of TRC Engineers, Inc (TRC), thank you for the opportunity to present our proposal to the Town of Boonville for professional engineering services.

I. PROJECT DESCRIPTION

The Town of Boonville was the recipient of a 2025 Disaster Recovery Mitigation Fund (DRMF) grant from the NC Department of Public Safety. The application seeks to replace an existing culvert crossing at Holly Street, as well as implement flood resiliency measures, such as a flood wall or berm, at the Town's wastewater treatment plant (WWTP). The two project areas are shown below, in red.



II. SCOPE OF SERVICES

Services to be provided by TRC are as outlined below. The proposed scope of work has been prepared in general accordance with the engineering standards of practice and consists of the following detailed tasks:

Phase 1 – Holly Street Culvert Replacement

Task 1: Site Design

TRC will provide design services for the proposed culvert replacement. Design is anticipated to consist of selective demolition of the existing culvert system and replacement with a 96" x 73" arch aluminum box culvert.

The design services will include a site layout and grading plan to provide contractors with a full understanding of their scope of required work. TRC will prepare construction plans for the proposed improvements in conformance with State standards. Our design will be reflected in the deliverables described below:

- Existing Conditions Plan: Including topographic survey information, provided by TRC under a previous project.
- Demolition and Erosion Control Plan: Defining the removal of selected site features as necessary to accommodate the proposed new construction. Defining the contractor's requirements to provide erosion and sediment control measures for the site. We will prepare a plan based on local and State minimum standards (NC Erosion and Sediment Control Handbook). The plan will include a sequencing of construction per phase of work as appropriate, an erosion control narrative, and design and construction details.
- Site Layout and Grading Plan: Will identify the new construction for the site. Will be at an appropriate scale with spot elevations and contours, where necessary, depicting proposed grades throughout the area of work.
- Utility Plan: Will show the proposed improvements to the underground utilities, where necessary.
- Construction Details: We will provide necessary erosion control and civil construction details for the construction of the site improvements.
- Specifications: Will be included on the plans. Technical specifications will be provided as necessary.

Deliverables:

Deliverable will consist of a digital (PDF) copy of schematic drawings, identifying the existing conditions, the culvert system schematics, and details.

Task 2: Environmental Permitting

TRC will retain a subconsultant to perform jurisdictional stream and wetland delineation and environmental permitting. TRC or our subconsultants will:

Jurisdictional Stream and Wetland Delineation

- Jurisdictional limits of wetlands will be delineated with sequentially numbered flagging tape and located using GPS equipment with reported sub-meter accuracy. Wetlands will be delineated according to guidelines in the 1987 Corps of Engineers Wetland Delineation Manual and the US Army Corps of Engineers (USACE) Regional Supplement to the 1987 Manual (Atlantic and Gulf Coastal Plain Region)
- USACE data sheets will be completed to document jurisdictional wetlands. Data sheets utilized will include the USACE Regional Supplement to the 1987 Manual (Atlantic and Gulf Coastal Plain Region) Data Form.
- Wetland flags will be located with GPS technology supporting sub-meter accuracy and approximately mapped.
- For mapping purposes, Our Subconsultant will utilize Quality Level 2 (QL2) Light, Distance, and Ranging (LiDAR) data to approximate the boundaries of existing streams. Extents of jurisdictional stream features will be collected using GPS equipment with reported sub-meter accuracy.

- NC Division of Water Resources (NCDWR) data sheets will be completed to document the features and flow regime(s) of jurisdictional streams. Data sheets utilized will include the NC Department of Environmental Quality (NCDEQ) Surface Water Identification Form.
- NC Wetland Assessment Method (NC WAM) and NC Stream Assessment Method (NC SAM) data sheets will be completed for jurisdictional features that show evidence of degradation.

Federally Protected Species Survey

A review of the U.S. Fish and Wildlife Service (USFWS) Interactive Planning and Consultation (IPaC) tool indicates the following federally protected species may occur within the site:

- Bald eagle (*Haliaeetus leucocephalus*), Bald and Golden Eagle Protection Act
- Gray bat (*Myotis grisescens*), Endangered
- Monarch butterfly (*Danaus plexippus*), Proposed Threatened
- Schweinitz's sunflower (*Helianthus schweinitzii*), Endangered

The USFWS indicates that there are no critical habitats identified for any species within the review area. Based on a review of site mapping, limited habitat may be present for all species except the gray bat. A more detailed evaluation to determine the presence or absence of protected species habitat will involve a brief literature search, a review of agency records including reports from the USFWS and NC Natural Heritage Program, and a field reconnaissance survey of the site during the appropriate survey period.

The USFWS has determined the optimal survey window for Schweinitz's sunflower to be late August to October.

The USFWS has not identified a protocol for monarch butterfly surveys; therefore, surveys will be limited to a brief assessment of potential habitat.

Our subconsultant will generate a brief summary letter prior to agency concurrence and permitting.

Jurisdictional Stream and Wetland Verification

- A Preliminary Jurisdictional Determination (PJD) package documenting jurisdictional features will be prepared for submission to the USACE and NCDWR. A draft version of the PJD package will be provided to TRC for approval prior to submittal.
- Our Subconsultant will submit the PJD to the USACE and NCDWR and will coordinate a time to visit the site. Our Subconsultant biologists will visit the site with natural resource agencies (if requested) to verify jurisdictional features.
- Our Subconsultant will revise the PJD after the agency site visit (if necessary) and will resubmit the package for final agency approval.

Permit Package Preparation

- Our Subconsultant will generate a Nationwide Permit (NWP) application package for this project including,
 - A completed PJD package,
 - A completed Pre-Construction Notification (PCN) form,
 - A brief cover letter describing the project and site,
 - Mapping including jurisdictional areas, USGS 7.5-minute topographic quadrangle and Natural Resources Conservation Service (NRCS) Soil Survey mapping,
 - Protected species habitat and survey results,
 - Applicability of Neuse River riparian buffers (none are anticipated),
- Our Subconsultant will submit draft permit application packages to TRC and the Town for approval if requested.
- Our Subconsultant will revise the draft permit packages (if requested) and will submit the final NWP permit application and Buffer Authorization to natural resource agencies.

Deliverables:

A completed PJD package, pre-construction notification form, and applicable supporting information for submittal to the USACE and DWR.

TASK 3: Bid Administration

TRC will prepare a project manual, consisting of contract documents and technical specifications, and final construction drawings for public bid solicitation. The project documents will be advertised on the TRC plan room, which is hosted by ConstructConnect. TRC will also be available to answer questions and issue addenda, as needed. Our services include no more than one (1) site visit for a bid opening meeting. TRC will:

- assist with publishing of an advertisement or request for bids
- assist the Owner with identifying and notifying bidders and minority business prime and subcontractors
- attend and administer a virtual pre-bid conference
- respond to contractors' questions, provide input for addenda (if required)
- evaluate bids received and offer recommendation of award
- provide technical support through the contracting process.

Following receipt of bids, TRC will provide a sealed bid tabulation to the Town for board consideration.

Deliverable

Deliverable shall consist of a sealed bid tabulation and recommendation of award.

TASK 4: Construction Administration and Observation

During construction, TRC will assist in administration of the construction agreement between the Town and Contractor. TRC will provide services to include the following:

- Coordination and administration of a pre-construction meeting and other periodic meetings (typically monthly while site work is ongoing) to review construction progress;
- Site visits at intervals appropriate to the stage of the work including reporting of observations and recommendations regarding suitability of the work and schedule progress. An assumed construction contract time of 2 months has been used to the budget for this effort. Our services assume no more than three (3) total site visits will be required throughout the project;
- Review of shop drawings and submittals;
- Review and answering of RFIs;

Mayor Vaughn Benton

Town of Boonville - Tanyard Creek Drainage Improvements & WWTP Resiliency

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- Interpretations in writing or in the form of supplemental drawings and written supplemental instructions as necessary for performance of the work;
- Assistance in preparation of field orders, change orders and construction change directives;
- Assistance with preparation of grant reimbursement requests and agency updates, as needed.

Following completion of construction, TRC will assist in final closeout of the project to include the following:

- Conducting inspections and punch lists as part of final project close-out;
- Request and assemble final written guarantees, affidavits and other contract closeout documents from the Contractor prior to approval of final payment to the Contractor;

Task 5: Grant Administration and Project Management

Throughout the project, TRC will provide grant administration and project management services over TRC's scope of services outlined above. This will consist of:

- Provide overall project management services to monitor job progress, arrange resources for the project, and communicate to the Client the status of the project.
- Manage TRC project personnel, subcontractors, operations, schedule and execution.
- Client communication and coordination outside of meetings identified elsewhere.
- TRC will prepare quarterly progress updates for ongoing activities and submittal to the grant agency.
- Serve as a client liaison with representatives of the grant agency, as needed.
- Assist with preparing requisition payment requests and compile necessary supporting documentation for the Client to review, execute, and submit for reimbursement.

Phase 2 – Wastewater Treatment Plant Resiliency Improvements

Task 1: Topographic Field Survey

TRC will complete a topographic survey of approximately 1450 feet of Tanyard Creek in the Town of Boonville, NC as defined in the Limits of Survey Exhibit below. The survey will locate existing conditions and topography, physical improvements and features within the project area.

TRC will:

- Establish or recover site control points. Horizontal Datum for this project will be the North Carolina State Plane Coordinate System, NAD83. The Vertical Datum will be NAVD88 (Geoid18).
- Collect Topographic data starting from the stream centerline to approximately 50' on each side of the stream within the project limits. This data will include roadways and creek crossings, headwalls and culverts, fences, buildings, ditches, stream thalweg, top and bottom bank, observed above ground utility structures such as manholes, communication pedestals, valve covers, utility poles and boxes, and electric transformers, if present.
- Gravity system utility structures will be mapped; including manhole rim elevations, pipe sizes, pipe invert elevations, and pipe outfalls extending one structure beyond the survey limits when the location of offsite structures can be determined, and the data can be obtained.
- Fourteen Creek Cross-Sections will be collected in locations shown on the limits exhibit.
- Ground "spot" elevations will be obtained sufficient to produce 1-foot contours in a 3D surface.
- Photos upstream and downstream of each creek crossings, areas of confluence and bends will be provided.
- A Title Commitment is excluded from this scope of work, as such, easements will not be shown.
- No boundary/property effort will be performed.

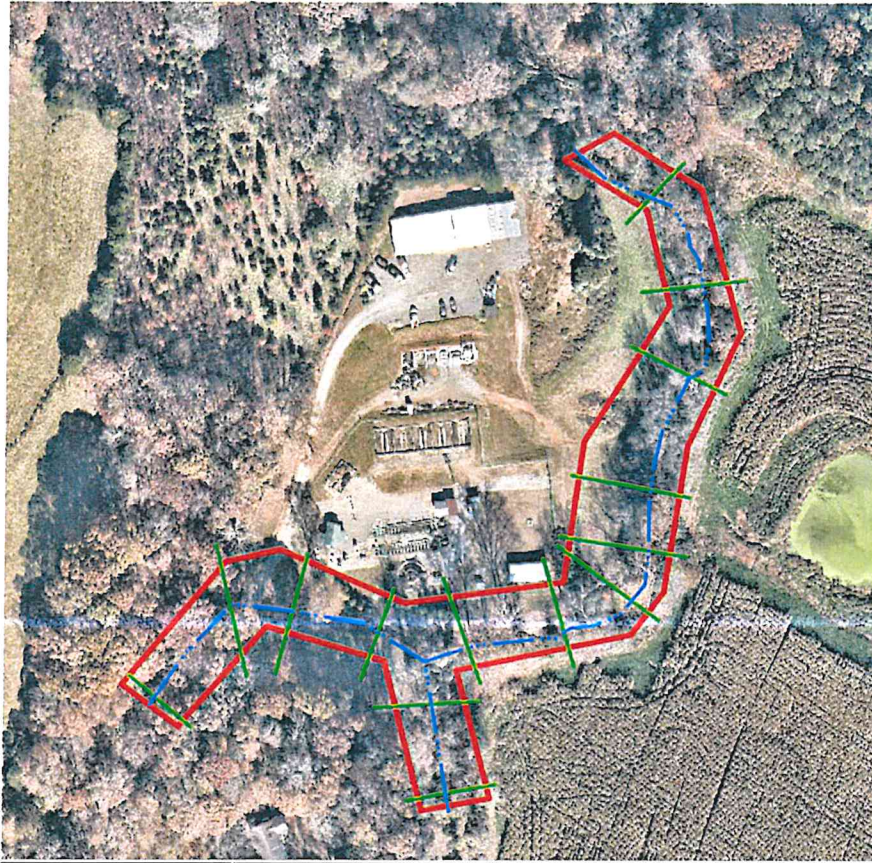


Figure 1: Survey extents (shown in red). Approximate location of cross sections shown in green.

Deliverables

The survey information will be gathered, downloaded, and processed in AutoCAD, where we will prepare the base mapping depicting physical features within the project limits. The PDF will be prepared at an appropriate scale and sealed by a North Carolina Licensed Land Surveyor. An electronic version (CAD) will be made available to the client and project team for planning and engineering design.

Task 2: Floodplain Impact Analysis

TRC and our subcontractor will perform a floodplain impact analysis to determine the extents of the existing floodplain, and the impact of up to two proposed alternatives.

TRC and our subcontractor will perform hydrologic modeling using the United States Army Corps of Engineers (USACE) Hydrologic Engineering Center – Hydrologic Modeling System (HEC-HMS), Version 4.13 (or later) to develop inflow hydrographs for the project area. Hydrologic modeling will utilize Natural Resources Conservation Service (NRCS) runoff methods, including the NRCS Curve Number loss method and NRCS Unit Hydrograph transform method. Watershed delineation, time of concentration parameters, curve numbers, and other model inputs will be developed using available topographic data, soils mapping, land use information, and other relevant datasets.

The 10-, 25-, and 100-year return interval storm events will be evaluated using 24-hour duration precipitation depths. Existing condition rainfall depths will be derived from NOAA Atlas 14 precipitation frequency estimates

for the project location. For future and resiliency evaluation, rainfall depths for the same return interval events will be adjusted using the Rainfall Intensity Duration Design for Resilience (RainDROP) Tool provided by the North Carolina State Climate Office to account for projected climate variability and resiliency considerations. Model simulations will be performed to develop runoff hydrographs and corresponding peak discharge estimates for each storm event and scenario. The resulting hydrographs and peak flows will support hydraulic evaluation and planning-level assessment of system performance.

TRC and our subconsultant will develop a two-dimensional (2D) hydraulic model of Tanyard Creek within the defined study area using the United States Army Corps of Engineers (USACE) Hydrologic Engineering Center – River Analysis System (HEC-RAS), Version 6.6 (or later). The model domain will extend a sufficient distance upstream and downstream of the project area to capture hydraulic influences associated with the proposed levee or floodwall, consistent with the study limits established during project scoping. Terrain data, channel geometry, overbank areas, and hydraulic structures within the study area will be incorporated into the model. The following model scenarios will be developed:

- Existing Conditions Model: Representing current channel geometry and hydraulic structures within the study reach. Model results will be reviewed against available historical flood data, where applicable, to confirm reasonable representation of existing flood behavior.
- Proposed Conditions Model (Levee or Floodwall Alternative): Incorporating the proposed levee or floodwall configuration to evaluate the effect of the flood resilience improvement on water surface elevations within the study reach.

Water surface elevations, depth grids, and flood inundation extents will be compared between existing and proposed conditions to evaluate potential changes in flood behavior.

TRC will prepare a technical memorandum documenting the hydrologic and hydraulic modeling methodology, assumptions, input parameters, boundary conditions, and results. The memorandum will summarize modeling scenarios evaluated and present the resulting water surface elevations, depth grids, and flood inundation mapping exhibits. A comparison of existing and proposed conditions will be provided for each storm event analyzed. All deliverables will be provided electronically in PDF format.

Task 3: Site Design

TRC will provide design services for the proposed flood prevention measure at the WWTP. Design is anticipated to consist of a soil levee, berm, or flood prevention wall.

The design services will include a site layout and grading plan to provide contractors with a full understanding of their scope of required work. TRC will prepare construction plans for the proposed improvements in conformance with State standards. Our design will be reflected in the deliverables described below:

- Existing Conditions Plan: Including topographic survey information, provided by TRC under this proposal.
- Demolition and Erosion Control Plan: Defining the removal of selected site features as necessary to accommodate the proposed new construction. Defining the contractor's requirements to provide erosion and sediment control measures for the site. We will prepare a plan based on local and State minimum standards (NC Erosion and Sediment Control Handbook). The plan will include a sequencing of construction per phase of work as appropriate, an erosion control narrative, and design and construction details.
- Site Layout and Grading Plan: Will identify the new construction for the site. Will be at an appropriate scale with spot elevations and contours, where necessary, depicting proposed grades throughout the area of work.
- Utility Plan: Will show the proposed improvements to the underground utilities, where necessary.
- Construction Details: We will provide necessary erosion control and civil construction details for the construction of the site improvements.

- Specifications: Will be included on the plans. Technical specifications will be provided as necessary.

Deliverables:

Deliverable will consist of a digital (PDF) copy of schematic drawings, identifying the existing conditions, the culvert system schematics, flood prevention wall/berm and details.

TASK 4: Bid Administration

TRC will prepare a project manual, consisting of contract documents and technical specifications, and final construction drawings for public bid solicitation. The project documents will be advertised on the TRC plan room, which is hosted by ConstructConnect. TRC will also be available to answer questions and issue addenda, as needed. Our services include no more than one (1) site visit for a bid opening meeting. TRC will:

- assist with publishing of an advertisement or request for bids
- assist the Owner with identifying and notifying bidders and minority business prime and subcontractors
- attend and administer a virtual pre-bid conference
- respond to contractors' questions, provide input for addenda (if required)
- evaluate bids received and offer recommendation of award
- provide technical support through the contracting process.

Following receipt of bids, TRC will provide a sealed bid tabulation to the Town for board consideration.

Deliverable

Deliverable shall consist of a sealed bid tabulation and recommendation of award.

TASK 5: Construction Administration and Observation, Management

During construction, TRC will assist in administration of the construction agreement between the Town and Contractor. TRC will provide services to include the following:

- Coordination and administration of a pre-construction meeting and other periodic meetings (typically monthly while site work is ongoing) to review construction progress;
- Site visits at intervals appropriate to the stage of the work including reporting of observations and recommendations regarding suitability of the work and schedule progress. An assumed construction contract time of 2 months has been used to budget for this effort. Our services assume no more than three (3) total site visits will be required throughout the project;
- Review of shop drawings and submittals;
- Review and answering of RFIs;
- Interpretations in writing or in the form of supplemental drawings and written supplemental instructions as necessary for performance of the work;
- Assistance in preparation of field orders, change orders and construction change directives;
- Assistance with preparation of grant reimbursement requests and agency updates, as needed.

Throughout the project, TRC will provide project management services over TRC's scope of services outlined above. This will consist of:

- Provide overall project management services to monitor job progress, arrange resources for the project, and communicate to the Client the status of the project;
- Manage TRC project personnel, subcontractors, operations, schedule and execution;
- Client communication and coordination outside of meetings identified elsewhere.

Following completion of construction, TRC will assist in final closeout of the project to include the following:

- Conducting inspections and punch lists as part of final project close-out;

- Request and assemble final written guarantees, affidavits and other contract closeout documents from the Contractor prior to approval of final payment to the Contractor.

Task 6: Grant Administration

Throughout the project, TRC will provide grant administration services over TRC’s scope of services outlined above. This will consist of:

- TRC will prepare quarterly progress updates for ongoing activities and submittal to the grant agency;
- Serve as a client liaison with representatives of the grant agency, as needed;
- Assist with preparing requisition payment requests and compile necessary supporting documentation for the Client to review, execute, and submit for reimbursement.

III. SCHEDULE

TRC is prepared to commence with the above-described services immediately upon receipt of Authorization to Proceed (ATP). A detailed schedule of milestones and deliverables will be developed in conjunction with the Town of Boonville upon receipt of the ATP. TRC anticipates the following initial schedule:

Task	Days from ATP
Phase 1 – Holly Street Culvert Replacement	
1.1 Site Design	180
1.2 Environmental Permitting	180
1.3 Bid Administration	210
1.4 Construction Administration & Observations, Management	TBD
1.5 Grant Administration	TBD
Phase 2 – Wastewater Treatment Plant Resiliency Improvements	
2.1 Topographic Site Survey	45
2.2 Floodplain Impact Analysis	90
2.3 Site Design	210
2.4 Bid Administration	240
2.5 Construction Administration & Observations, Management	TBD
2.6 Grant Administration	TBD

IV. FEES

Compensation for engineering services and reimbursable expenses in Tasks 1 through 3 will be on a Lump Sum basis. These fees will be invoiced monthly, based on the estimated percent complete of each task listed below.

Task		Fee
Phase 1 – Holly Street Culvert Replacement		
1.1	Site Design	\$15,000
1.2	Environmental Permitting	\$13,900
1.3	Bid Administration	\$7,400
1.4	Construction Administration & Observations, Management	\$22,500
1.5	Grant Administration	\$4,300
Phase 1 - Subtotal		\$63,100
Phase 2 – Wastewater Treatment Plant Resiliency Improvements		
2.1	Topographic Site Survey	\$16,900
2.2	Floodplain Impact Analysis	\$20,300
2.3	Site Design	\$20,400
2.4	Bid Administration	\$7,400
2.5	Construction Administration & Observations, Management	\$22,500
2.6	Grant Administration	\$4,300
Phase 2 - Subtotal		\$91,800
EXTENDED TOTAL		\$154,900

V. CONTRACT TERMS AND PROVISIONS

All authorized services will be provided in accordance with the attached TRC Standard Terms and Conditions.

VI. ASSUMPTIONS / LIMITATIONS

This proposal is based on the following assumptions:

- Additional services, if required, will be provided by TRC on an hourly basis or a negotiated lump sum fee. A written scope of services and fee proposal will be submitted to the Town of Boonville for review and consideration prior to commencement of any requested additional services.
- The parties agree that the proposed scope of services may change based on meetings and consultation with the Town of Boonville or others. The parties agree that should the scope of services change, TRC will provide the Town of Boonville with a revised proposal or an addendum to this agreement for any such changes and associated costs to be paid by the Town of Boonville.
- Reimbursable/direct expenses such as copying, printing, mileage, and mailing are included in the above fees, at the stated frequency.
- Hard copies of deliverables can be provided upon request.
- Staging or phasing of this work into separate construction documents or bid packages may be an Additional Service depending on the level of effort required.
- Payment of any fees associated with plan submittal, approval, or construction costs, other than the fees stated above, are not included in our proposed fee. The Client or selected contractor will be responsible for paying all such items directly. These fees and costs may include, but are not limited to, submittal, advertisement, application, permit, review, renewal inspection, bond, utility availability or connection, assessments, nutrient credit purchase, etc. The contractor will apply for all construction permits. This fee proposal does not include costs associated with a document review/certification process outside of the review processes discussed above. Should a certification or review be required by a third party, additional services will be required.
- If the scope of the project is revised by any party after acceptance of this proposal, we reserve the right to re-negotiate our schedule and fee accordingly.
- Analysis and/or design of upgrades, extensions, or relocations to existing off-site utilities and/or off-site road improvements is not included.
- Requests for revisions to our design after completion of our construction drawings will be considered as changes in our scope of work and may be subject to additional fee agreements.
- This scope of services does not include participation in public hearings, public meetings, presentations, etc. (other than those described above) and does not include preparation of presentation graphics, models, or renderings, except as outlined above.
- TRC highly recommends that the project not be bid prior to all applicable permits being approved.

Mayor Vaughn Benton
Town of Boonville - Tanyard Creek Drainage Improvements & WWTP Resiliency
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On behalf of TRC Engineers, Inc, thank you for giving us the opportunity to provide our proposal for professional engineering services. If this proposal meets with your approval, please sign the Authorization to Proceed below and return it to us. Please keep a copy of the proposal for your records. We look forward to working with you on this project. Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,

TRC Engineers, Inc



Luke Baker, PG
Project Manager



Ian Spurlock, PE
Team Leader – Civil Engineering

Mayor Vaughn Benton
Town of Boonville - Tanyard Creek Drainage Improvements & WWTP Resiliency
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**Proposal for Professional Services
Tanyard Creek Drainage Improvements & WWTP Resiliency
Boonville, North Carolina
TRC Prop. No: 727013.9999.0000**

AUTHORIZATION TO PROCEED

I/We agree and accept TRC Associates' proposal to provide the above-described services. We understand the Scope of Services as provided herein and agree to the fees estimated for these services. We further acknowledge that TRC Engineers will provide a proposal for any change in the Scope of Services described herein and that a signed agreement to provide those additional services will be executed prior to any work being performed.

Printed Name

Title

Signature

Date

TRC PROPOSAL TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the proposal to which these Terms and Conditions are attached (the “**Proposal**”). The term “**TRC**” herein shall mean the entity submitting the proposal. The term “**Client**” herein shall mean the person or entity for whom the Work will be performed.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

- 1.1 Work, Deliverables, Materials. TRC will perform the consulting, engineering, and/or other professional services (the “**Work**”), provide the work product, such as drawings, plans, specifications, reports, or other information (“**Deliverables**”), and/or procure the materials and/or equipment (“**Materials**”), as set forth in detail in the Proposal.
- 1.2 Agreement Documents. These Terms and Conditions, together with the Proposal, form the Agreement pursuant to which TRC will perform. If Client issues a purchase order or similar document authorizing the Work (“**Client Authorization**”), any pre-printed terms included in any Client Authorization shall be of no effect and are expressly excluded from this Agreement.
- 1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, these Terms and Conditions shall take precedence, followed by the Proposal, unless expressly stated otherwise herein or in the Proposal. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.
- 1.4 Defined Terms. Some capitalized terms used in the Agreement may be defined in the Proposal. Any term defined in the Proposal will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in the Proposal.

ARTICLE 2. COMPENSATION AND INVOICING

- 2.1 Compensation. Client shall pay the Contract Price set forth in the Proposal.
- 2.2 Invoicing. TRC will bill for its Work, and Client shall compensate TRC, as provided in the Proposal. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.
 - (a) Time and Expense. Any Work performed on a time and expense or time and materials basis will be invoiced as follows:
 - (i) Rates shall be as set forth in the Proposal. Rates are subject to increase on an annual basis.
 - (ii) TRC will keep accurate and daily records of all labor, equipment, and materials furnished. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client’s written request.
 - (iii) Reimbursable Expenses:
 - Project Expenses. Expenses reasonably incurred in connection with the Work will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).
 - Insurance. A charge of 2% will be applied to all invoiced amounts for the cost of TRC’s insurance coverage.
 - Subcontractors. A fee of 10% will be added to the invoice cost of subcontracts managed by TRC
 - Client Requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.
 - Mileage. Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
 - Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be

- invoiced at cost plus 10%, with receipts provided for any expense over \$25.00.
- Lodging and Meals. Lodging and meals will be charged either:
 - at cost plus 10%, with receipts provided for any expense over \$25.00, or
 - on a per diem basis, using the GSA per diem rates found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.
- (iv) Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
- (b) Lump Sum or Unit Prices. If Work is performed on a lump sum or unit price basis, TRC will invoice on the schedule provided for in the Proposal or, if no invoicing schedule is included in the Proposal, based on percentage of completion of Work or number of units completed, as applicable.
- (c) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Section 16.12 below no later than thirty (30) days after the date of the invoice.
- 2.4 Failure to Pay. Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice.
Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.
- 2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE

- 3.1 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time stated in the Proposal to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.2 Completion. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-

day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 Work Added or Changed by Client. Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties (“**Change Order**”). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.
- 4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term “**Force Majeure Event**” means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party’s ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.
- 4.4 TRC Change Order Requests. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email

promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days' of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

- 4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.
- 5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 Communication. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**"). Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment will not excuse Client from paying for Work rendered.
- 6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").
- 6.3 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE.
- 6.4 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.5 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.

- 6.6 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.7 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, notwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC's Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor's rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.
- 6.8 Communication. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

ARTICLE 7. CONFIDENTIALITY

- 7.1 Confidentiality Agreement. The Party receiving Confidential Information may include that Party's Representatives ("**Recipient**"). The term "**Representatives**" means a Party's affiliates and their respective employees, agents, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("**Discloser**"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.
- 7.2 Confidential Information. The term "**Confidential Information**" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its Representatives' business affairs, employees, finances, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a disclosure by an act or omission of Recipient; (ii) information which is or becomes available to Recipient on a nonconfidential basis from a source (other than from Discloser) which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.
- 7.3 Legal Obligation to Disclose. If Recipient is required by applicable law, regulation, or legal process to

disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.

- 7.4 Remedy. Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.5 Communications with Third Parties. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

- 8.1 Required Insurance Coverage. TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
- (a) Worker's Compensation Insurance and Employer's Liability Insurance as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of \$1,000,000 each accident;
 - (c) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident;
 - (d) Commercial General Liability Insurance in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate; and,
 - (e) Professional Liability Insurance in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.
- 8.2 Certificates of Insurance. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

- 9.1 Definitions.
- (a) "**TRC Group**" means TRC and its subcontractors of all tiers, and each of their parent, subsidiary, and

affiliated companies, and all their officers, directors, and employees.

(b) “**Client Group**” means Client and its parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.

(c) “**Losses**” means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys’ fees, expert fees, and expenses and costs of litigation.

(d) “**Claims**” means all third party claims, lawsuits, demands, or actions.

9.2 TRC’S INDEMNITY OBLIGATIONS.

(a) TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC’S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.

(b) WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.

9.3 CLIENT’S INDEMNITY OBLIGATIONS. CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT.

9.4 CONDITIONS PRECEDENT. EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC’S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY’S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

10.1 Pre-existing Conditions. Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law (“**Hazardous Substances**”) at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, “**Non-TRC Hazardous Substances**”), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.

10.2 Hazardous Substances Encountered During the Work; Disposition of Samples. Client recognizes that, when it is known, assumed, or suspected that Hazardous Substances exist on or beneath the surface of the site of the Work, or within any structure thereon, certain sampling materials such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when TRC encounters Hazardous Substances during performance of the Work, such as when sampling is included in the scope of Work, and when determined by TRC in its sole and exclusive

judgment to be necessary based on TRC's assessment of the degree of contamination, hazard, and risk, TRC will: promptly inform Client that containerization and labeling will be performed; appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC's report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.

- 10.3 TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION. TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.

ARTICLE 11. ALLOCATION OF RISK

- 11.1 Client's Separate Contractors. The Parties expressly acknowledge and agree that unless otherwise expressly provided for in the Proposal, during the performance of the Work TRC shall not (a) supervise, direct or control Client's other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.
- 11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other, and under no circumstances shall either Party be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.

ARTICLE 12. DELIVERABLES

- 12.1 Ownership of Deliverables. All Deliverables are instruments of service in respect of the Project, and, if delivered to Client during the term of this Agreement, will become the property of Client upon payment therefor. Notwithstanding the foregoing, Client's ownership of the Deliverables will not include any ownership interest in TRC's preexisting information including, but not limited to, computer programs,

software, patents, patents pending, standard details, templates, figures or specifications, or TRC's seal, stamp, or certification. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties). Additionally, except for the Deliverables, all field data and notes, laboratory test data, calculations, estimates, and other documents prepared by TRC will remain the property of TRC.

- 12.2 Use of Deliverables. Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.
- 12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

- 13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.
- 13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with

Article 14.

- 13.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

- 14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially commence to cure within ten (10) calendar days from receipt of the default notice, the non-breaching Party may provide a written notice of termination of the Agreement to the breaching Party.
- 14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- 14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

ARTICLE 15. DISPUTE RESOLUTION

- 15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("**Dispute**") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If

the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.

- 15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina without regard to choice of law or conflicts of law principles. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be in the General Court of Justice, County of Yadkin, North Carolina.

ARTICLE 16. MISCELLANEOUS

- 16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.
- 16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.
- 16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.
- 16.4 Waiver. No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.
- 16.5 Assignment. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its corporate affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.
- 16.6 Captions. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.
- 16.7 Integration. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.
- 16.8 Amendments. This Agreement may be modified only by a Change Order or an amendment executed in writing by a duly authorized representative for each Party.
- 16.9 No Third Party Beneficiaries. Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.

Attachment 3
2025 Hourly Bill Rates and Reimbursement Table

Personnel	Hourly Rate
Admin Support	\$100
CAD Designer I	\$95
CAD Designer II	\$105
CAD Designer III	\$130
CAD Designer IV	\$140
CAD Manager	\$160
Community Resource Specialist	\$160
Construction Services – Manager	\$95
Construction Services – Manager II	\$110
Construction Services – Manager III	\$130
Construction Services Manager – Senior	\$145
Division Manager	\$250
GIS Technical Manager	\$178
GIS Technical Manager – II	\$211
GIS Technical Manager – III	\$229
GIS Project Specialist	\$133
Engineer	\$110
Engineer I	\$125
Engineer II	\$130
Engineer III	\$140
Engineer IV	\$160
Engineer V	\$170
Project Engineer – I	\$140
Project Engineer – II	\$160
Project Engineer – III	\$180
Project Engineer – IV	\$200
Project Engineer – V	\$210
Project Manager – I	\$160
Project Technician	\$85
Senior Project Technician	\$95
Survey Crew Leader	\$100
Survey Crew Member	\$65
Survey Crew (2 Persons)	\$190
CCTV Crew (2 Persons)	\$165
Project Surveyor – I	\$105
Project Surveyor – II	\$120
Project Surveyor – III	\$140
Survey Technician	\$100
Team Leader I	\$195
Team Leader II	\$210
Team Leader III	\$240
Team Leader IV	\$265
Mileage	\$0.70/mile

Quarter Cent Sales Tax

FUNDING OUR FUTURE

What is This About?

The Yadkin County Board of Commissioners will vote this summer on whether to have a referendum for a quarter cent sales and use tax on the November 2026 ballot. The proposal is for a .25% increase, which would bring the total sales tax from 6.75% to 7.00%.

For example, on a \$1 purchase, the cost wouldn't change. A \$5 purchase would increase by 1 cent, and a \$100 purchase would go up by 25 cents. Only voters can decide whether this tax is enacted.

Did You Know?

Sales tax is calculated in cents, so stores can't charge a fraction of a penny. When using the current rate of 6.75%, the amount is often rounded to the nearest cent, sometimes matching the total for a 7.00% tax.

Example:

\$1.00 purchase

6.75% sales tax = \$0.0675 → rounds to \$0.07

7.00% sales tax = \$0.07

As a result, the final cost with both tax rates can be identical in certain situations.

What Surrounding Counties have 7% Sales Tax?

In *Forsyth*, *Surry*, and *Wilkes* Counties, a sales tax rate of 7% is applied to clothing, electronics, and prepared foods.

What would the Tax Do?

If voters approve the tax, it is estimated to bring in \$980,000 annually for Yadkin County. With minimal cost to taxpayers.

By law, this tax would not apply to:

- Groceries bought to prepare at home
- Gasoline
- Prescription Medications

What is Sales Tax?

A sales tax is a small extra charge added to certain items when you make a purchase. It's paid by anyone who shops in Yadkin County—including local residents, visitors, and even travelers passing through who buy something. This is different from property tax, which is only paid by people who own property, like a

How Could the Money Be Used?

We are seeking feedback through a public survey on how to allocate the sales and use tax, if approved by voters on November 3, 2026. We urge all residents to share their preferences. This information will help the County better understand citizen funding priorities.

Link to Public Survey: <https://forms.office.com/g/4tMB0gcE3A>



Survey QR Code



PUBLIC WORKS DIRECTOR

FLSA Status: EXEMPT

General Statement of Duties

Performs difficult professional, technical and administrative work planning, organizing and directing a variety of public works activities including: water, wastewater treatment plant and wells; sanitation; construction, maintenance and operations; street and sidewalk maintenance and repair; equipment services and engineering services.

Distinguishing Features of the Class

An employee in this class plans, organizes and directs the work of employees engaged in a wide variety of municipal operations and services to insure that projects are completed in a safe, effective and efficient manner by both municipal work crews and contract labor. The employee provides technical advice and assistance in working with the Mayor and Town Council. Work also includes: contract management, handling citizen issues and budget and personnel administration of the department. The employee is also the Wastewater Treatment Plant Superintendent. The employee represents the Town to a wide variety of citizens. Work is performed independently and in coordination with the Mayor and Town Council. The employee is subject to working in inside and outside environments. The employee is also subject to various hazards such as working in close proximity to heavy equipment, loud noises, electrical current, oils and working in narrow or enclosed spaces. May be subject to final standards of the OSHA blood borne pathogens. Work is performed under the general direction of the Mayor and Commissioners assigned to the Public Works Department and is evaluated by review of reports, conferences, and acceptance of the community.

Illustrative Examples of Work

- Responsible for operations and maintenance of the wastewater treatment plant, water wells, distribution system, and sewer collection system.
- Plans, organizes, and supervises work on streets, sidewalks, sewer systems, drainage structures, and municipal structures.
- Evaluates the need for, and develops plans and schedules for, long-range public works programs; organizes available resources for the maintenance, improvement, and repair of public works facilities.
- Supervises and conducts field inspections of municipal construction and repair work.
- Compiles estimates, contract provisions and specifications.
- Confers with the Mayor and Town Council on proposed projects and improvements.
- Confers with subordinates on the construction, repair, and maintenance of public works facilities.
- Develops and administers operating and capital projects budgets.
- Prepares and presents regular and special oral and written reports.
- Recruits, trains, and evaluates job performance Public Works Department employees.

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Boonville Public Works Director

- Implements appropriate recognition and disciplinary actions. Develops performance improvement programs.
- Develops training programs to meet Public Works department needs. Provides leadership to Department employees.
- Responds to inquiries from citizens and businesses on issues relating to street, storm water management, garbage and yard debris problems, or needed repairs.
- Responds to emergencies and ensures adequate and prompt corrective action is taken.
- Coordinates and manages activities related to adverse weather conditions. Serves as point of contact for the Public Works Department.
- Works outside normal work hours in emergency and on-call situations, as needed.
- Oversees and assists in maintaining a safe work environment and ensures Federal and state requirements are met. Develops and enforces safety standards.
- Performs related tasks as required.

Knowledge, Skills, and Abilities

Knowledge of:

- Principles and practices of public works and utilities and engineering administration, planning and construction;
- Related public works, storm water and utilities, Town policies, state and Federal laws and regulations;
- Equipment and materials used in the construction, maintenance and repair of water and sewer lines and streets;
- Related engineering principles and practices;
- Governmental budgeting, personnel, and purchasing practices and related Town policies and procedures and public personnel laws and regulations;
- Principles and practices, laws and regulation relating to supervisory functions.

Ability to:

- Manage department staff utilizing effective leadership communications, motivation, staffing, conflict resolution and coaching;
- Prepare complex and detailed records and reports;
- Maintain effective working relationships with Mayor, Town Council, Finance Officer/Town Clerk, other public officials, employees, contractors and general public;
- Presents ideas effectively in oral and written form.

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 Town of Boonville
 Boonville Public Works Director

Working Conditions and Physical Demands of Work

This is medium work requiring the exertion of up to 100 pounds of force occasionally, up to 50 pounds of force frequently, and up to 20 pounds of force constantly to move objects; work requires climbing, stooping, kneeling, crouching, reaching, standing, walking, and grasping; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, operation of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, extreme cold, extreme heat, and noise.

Education and Experience

Graduation from an accredited college or university with a bachelor's degree in civil or environmental engineering, or related field, and considerable experience in a responsible management position in utilities or public management field; or an equivalent combination of education and experience.

Special Requirement

- Possession of a valid North Carolina driver's license.
- Requires background check prior to employment; and motor vehicle record check.
- Required licenses and certifications or the ability to obtain within a time frame designated in the offer letter.
 - Biological Waste Water Operator Grade 2
 - Wastewater Collection System Operator Certification Grade 1
 - Water Distribution System Operator Certification Grade B
 - Operator in Responsible Charge (ORC) Water Distribution System Cross Connection Operator Certification
 - C-Well Operator Certification

Emergency Response: This position is subject to call back during emergencies and during inclement weather conditions. This position will provide support as directed during approved adverse conditions.

Requires drug test, background check, and motor vehicle record check prior to employment.

This job/class description, describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.

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Town of Boonville
Boonville Public Works Director

PUBLIC WORKS TECHNICIAN SENIOR

FLSA Status: Non-Exempt

General Statement of Duties

Performs a variety of responsible unskilled, semi-skilled, and skilled work in the water, wastewater, streets and sanitation operations of the town.

Distinguishing Features of the Class

An employee in this class performs a variety of unskilled, semi-skilled, and occasionally skilled labor and technical tasks in the operation of the Town's water and wastewater treatment plant operations as well as the maintenance and repair of streets, sidewalks, curbs, and storm drains. Employee usually works as part of a crew and involves assuring proper safety measures are followed. Work involves operating a variety of tools and light equipment (including dump truck, tampers, road side tractor) to build, repair and replace sections of streets, sidewalks, curbs and storm drains; patching asphalt with hot or cold materials; installing, repairing and replacing street signs, painting crosswalks; operating weed-eater, chainsaw, pole saw, leaf blower, riding mower, and push mower; cutting grass; removing snow and ice from Town streets. Work includes picking up bulk items from residential homes and the business district. Work also includes making water and sewer connections and cut-offs; repairing water and sewer line leaks; checking water source wells for proper operation; and reading meters. Employees are subject to working in both inside and outside environments, in extreme hot and cold weather, and exposure to various hazards such as loud noises, vibration, moving mechanical parts, chemicals, fumes, odors, dusts, mists, gases, poor ventilation, and oils. Work may subject employee to compliance with final OSHA Standards on blood borne pathogens. Work is performed under regular supervision and is evaluated through observation and inspection for adherence to instructions and standard trade and safety practices. Serves as back-up Officer in Responsible Charge (ORC).

Illustrative Examples of Work

- Leads the crew that maintains the water and sewer systems for the Town.
- Collects work orders for crew; makes crew member assignments; leads the crew in a variety of utility maintenance and repair tasks; ensures that crew follows safety precautions; completes work orders. • Checks the work of crewmembers to ensure jobs were performed within Department guidelines. • Performs plant water and wastewater inspections and housekeeping tasks, collects plant effluent samples for testing, calibrates portable meters and obtains pH and dissolved oxygen (DO) readings. • Operates collection system and sewer lift station, runs sewer jetter to clear lines, operates distributions to ensure quality water for the citizens.
- Reads meters for billing purposes.
- Works as a part of a crew and performs semi-skilled and skilled trades work in the replacement and repair of streets, sidewalks, curbs and storm drains.
- Patches asphalt and concrete with gravel, hot asphalt, cold patch and other materials; operates air hammers, rollers, and other light equipment; rakes asphalt; patches concrete sidewalks, curb and gutter, driveway aprons and other concrete structures.
- Cuts grass with tractors, bush hogs, lawn and riding mowers and weed eaters; trims bushes and trees to retain sight distance.

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Town of Boonville

Public Works Technician Senior Page 1

- Handles leaf collection by raking and vacuuming as needed.
- Clears storm drains.
- Paints street markings and stop bars; installs street signs.
- Uses hand tools and operates equipment to dig holes and replace clean areas for paving. • Operates construction equipment such as trucks, tampers, concrete mixers, paving roller, air hammers, rollers, street sweeper and other related light and medium equipment.
- Performs minor preventive maintenance on vehicles and equipment.
- Assists in traffic control.
- Removes ice and snow from town streets and roads.
- Performs related tasks as required.

Knowledge, Skills, and Abilities

Knowledge of:

- Tools, materials, and equipment used in general construction and maintenance work; Municipal maintenance and construction practices;
- The occupational hazards and safety precautions of the work;
- Environmental and regulatory requirements related to the work.

Ability to:

- Understand oral and written instructions;
- Operate construction equipment;
- Establish and maintain effective working relationships with citizens, supervisors, and other employees; Maintain simple work records.

Working Conditions and Physical Demands of Work

Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, feeling, talking, hearing, and repetitive motions. Must be able to perform very heavy work exerting up to 100 pounds of force occasionally; 50 pounds of force frequently; and 20 pounds constantly. Must possess the visual acuity to operate mobile equipment such as the backhoe and dump truck as well as hand tools in a safe manner, to operate equipment safely around other people and around property, to perform visual inspections and to complete records.

Education and Experience

Graduation from high school or GED and some experience in semi-skilled maintenance, equipment operation or construction work; or an equivalent combination of education and experience.

Special Requirement

- Possession of a valid North Carolina driver's license.
- Requires background check prior to employment; and motor vehicle record check.
- Required licenses and certifications
 - Wastewater Collection System Operator issued by the State of North Carolina Grade 1
 - Water Distribution System Operator issued by the State of North Carolina Grade B
 - Biological Waste Treatment System Operator Grade 2
 - C-Well System Operator issued by the State of North Carolina

Emergency Response

This position is subject to call back during emergencies and during inclement weather conditions. This position will provide support as directed during approved adverse conditions.

This job/class description, describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.

PUBLIC WORKS TECHNICIAN

FLSA Status: Non-Exempt

General Statement of Duties

Performs a variety of responsible unskilled, semi-skilled, and skilled work in the water, wastewater, streets and sanitation operations of the town.

Distinguishing Features of the Class

An employee in this class performs a variety of unskilled, semi-skilled, and occasionally skilled labor and technical tasks in the operation of the Town's water and wastewater treatment plant operations as well as the maintenance and repair of streets, sidewalks, curbs and storm drains. Employee usually works as part of a crew and involves assuring proper safety measures are followed. Work involves operating a variety of tools and light equipment (including dump truck, tampers, road side tractor) to build, repair and replace sections of streets, sidewalks, curbs and storm drains; patching asphalt with hot or cold materials; installing, repairing and replacing street signs, painting crosswalks; operating weed-eater, chainsaw, pole saw, leaf blower, riding mower, and push mower; cutting grass; removing snow and ice from Town streets. Work includes picking up bulk items from residential homes and the business district. Work also includes making water and sewer connections and cut-offs; repairing water and sewer line leaks; checking water source wells for proper operation; and reading meters. Employees are subject to working in both inside and outside environments, in extreme hot and cold weather, and exposure to various hazards such as loud noises, vibration, moving mechanical parts, chemicals, fumes, odors, dusts, mists, gases, poor ventilation, and oils. Work may subject employee to compliance with final OSHA Standards on blood borne pathogens. Work is performed under regular supervision and is evaluated through observation and inspection for adherence to instructions and standard trade and safety practices.

Illustrative Examples of Work

- Performs plant water and wastewater inspections and housekeeping tasks, collects plant effluent samples for testing, calibrates portable meters and obtains pH and dissolved oxygen (DO) readings. Operates collection system and sewer lift station, runs sewer jetter to clear lines, operates distributions to ensure quality water for the citizens.
- Reads meters for billing purposes.
- Works as a part of a crew and performs semi-skilled and skilled trades work in the replacement and repair of streets, sidewalks, curbs, and storm drains.
- Patches asphalt and concrete with gravel, hot asphalt, cold patch and other materials; operates air hammers, rollers, and other light equipment; rakes asphalt; patches concrete sidewalks, curb and gutter, driveway aprons and other concrete structures.
- Cuts grass with tractors, bush hogs, lawn and riding mowers and weed eaters; trims bushes and trees to retain sight distance.
- Handles leaf collection by raking and vacuuming as needed.
- Clears storm drains.

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Town of Boonville

Public Works Technician Page 1

- Paints street markings and stop bars; installs street signs.
- Uses hand tools and operates equipment to dig holes and replace clean areas for paving. • Operates construction equipment such as trucks, tampers, concrete mixers, paving roller, air hammers, rollers, street sweeper and other related light and medium equipment.
- Performs minor preventive maintenance on vehicles and equipment.
- Assists in traffic control.
- Removes ice and snow from town streets and roads.
- Performs related tasks as required.

Knowledge, Skills, and Abilities

Knowledge of:

- Tools, materials, and equipment used in general construction and maintenance work;
- Municipal maintenance and construction practices;
- Occupational hazards and safety precautions of the work;
- Environmental and regulatory requirements related to the work.

Ability to:

- Understand oral and written instructions;
- Operate construction equipment;
- Establish and maintain effective working relationships with citizens, supervisors, and other employees; Maintain simple work records.

Working Conditions and Physical Demands of Work

Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, feeling, talking, hearing, and repetitive motions. Must be able to perform very heavy work exerting up to 100 pounds of force occasionally; 50 pounds of force frequently; and 20 pounds constantly. Must possess the visual acuity to operate mobile equipment such as the backhoe and dump truck as well as hand tools in a safe manner, to operate equipment safely around other people and around property, to perform visual inspections and to complete records.

Education and Experience

Graduation from high school or GED and some experience in semi-skilled maintenance, equipment operation or construction work; or an equivalent combination of education and experience.

Special Requirement

- Possession of a valid North Carolina driver's license.

Emergency Response

This position is subject to call back during emergencies and during inclement weather conditions. This position will provide support as directed during approved adverse conditions.

This job/class description, describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.

Town Policy on Recording Conversations

Policy Statement: To maintain a professional, trusting environment and protect confidentiality, The Town of Boonville prohibits employees from secretly recording conversations, meetings, or telephone calls with coworkers, supervisors, or Mayor/Commissioner Council.

- Definition: "Recording" includes using any device (phone, hidden recorder) to capture audio or video.
- Exceptions:
 - Public, open meetings as defined by NC Open Meetings Law.
 - Recordings made with the advance, written consent of all parties involved.
 - Situations authorized by Human Resources for specific investigative purposes.
- Prohibited Conduct: Secretly recording disciplinary meetings, private conversations, or confidential HR discussions is strictly prohibited.
- Discipline (Write-Up Policy): Violation of this policy will subject the employee to disciplinary action up to and include dismissal.

Purpose:

The Town of Boonville strives to maintain a transparent, professional and productive work environment. This policy balances the need for accurate record-keeping with the privacy rights of employees and citizens adhering to North Carolina's "one-party consent" law while restricting unauthorized secretive recording.

Scope:

This policy applies to all full-time, part time, temporary employees and contractors, particularly those interacting with the public or attending closed sessions.

Policy Statement:

- **General Prohibition:**
Employees are prohibited from making audio or video recordings of workplace conversations, meetings, or interactions with coworkers, supervisors, or the public, unless explicitly authorized by a supervisor as outlined below.
- **Open Meetings/Public Spaces:**
Recording in public spaces (parks, town hall lobbies) during open public meetings is allowed, provided it does not disrupt proceedings or violate individual privacy expectations.

- **One Party Consent Exception:**

While NC law allows one-party consent recording, the Town will strictly prohibit the *secretive* recording of internal meetings, employee performance reviews, or private conversations with supervisors or other employees.

Authorized Recording:

Recording is permissible only when all participants are notified at the start of the conversation, or if the recording is required for official business (e.g. recording a public hearing, taking dictation, law enforcement body-worn cameras).

Closed Session:

Unauthorized recording of “closed session” meetings is prohibited and may lead to immediate disciplinary action and legal liability (N.C.G.S. § 160A-86.)

Exceptions:

This policy does not prohibit recording that is protected by law, including:

- Documenting unsafe working conditions
- Documenting incidents of unlawful harassment or discrimination
- Activities protected under Section 7 of the National Labor Relations Act (concerted activity regarding wages hours or working conditions).

Violations:

Violations of this policy will subject the employee to disciplinary action up and to including dismissal.

to a refund of the difference in the deposit amount. The refund can be made in the form of a check or a credit applied to the new account.

- e) An owner of a property can put down a deposit on any rental property. If a rental unit becomes vacant and the owner has a deposit on file for that address, it is the owner's responsibility to contact Boonville Town Hall personnel and inform them of the transfer.
- f) Any utility service account must be opened under the name of a person if the business has a sole proprietor.

Water Leak Adjustment

- a) Any in-town or out-of-town water customer whose water consumption is in excess of 200% from one month to the next month due to a leak may request a water leak adjustment for his or her water and sewer bill. This percentage amount will be used in verify qualifying water leak adjustments (no gallons).
- b) However, a water leak adjustment will only be made if one or more of the following criteria apply. Underground leaks in water lines running from a water meter on the user's side. Also, leaks in the plumbing of a structure, which are not easily detected. Excessive water usage due to turning toilets, leaking water faucets, leaking water hoses; or for watering livestock, yards, washing cards, gardening, etc., shall not constitute a sufficient cause for a water leak adjustment.
- c) If a water leak adjustment is justified, based upon the aforementioned criteria, the Mayor or his or her designee will make the adjustment to both the water and sewer portion of the bill, once the consumer has identified the source of the leak, resolved the problem, and /or provided documented proof that the leak is repaired. Documented proof make consist of a provided documented proof that the leak is repaired. Documented proof may consist of a plumber's bill or recent receipts for plumbing repaid parts.
- d) Only one water leak adjustment in a 12-month period may be granted by the Mayor or his or her designee. Such charges shall be determined by averaging the customers' monthly-metered consumption rate for six (6) consecutive prior months.
- e) Adjustments for a leak can only be honored for one billing cycle. If a continuous leak occurs during two or more billing cycles, the Town of Boonville will apply the adjustment to the highest bill. The customer will be responsible for the other bills and must pay them in full.
- f) Adjustments to pools are allowed. If a customer intends to request a sewer adjustment to fill a pool, it is the customers' responsibility to obtain a meter reading before and after filling the pool. These numbers will need to be submitted to Town Hall to obtain the sewer adjustment.

Water Leak Payment Plan

- a) Any in-town or out-of-town water customer whose water consumption is in excess of 500% from one month to the next month due to a leak may request a payment plan for his or her water bill. Payment plan, when justified, will consist of six equal payments added to the water bill for the next six consecutive months.

