

# REQUEST FOR BOARD ACTION

## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** May 19, 2021

**SUBJECT:** CCP Consultant Contract Approval

**PRESENTER:** Autumn Radcliff, Planning Director

**ATTACHMENTS:** 1. Draft Contract  
2. Mailed Survey Costs

### **SUMMARY OF REQUEST:**

On February 17, the Board of Commissioners approved staff to pursue a consulting services contract with Stewart for the CCP 2045. Staff and the Stewart Team met with members of the Board prior to contract drafting. The attached contract is the result of those efforts. This contract is a baseline for services and may be amended as needed. The total basic services is \$145,000.

The additional cost for a county-wide mailed survey is also included in this request in the second attachment. In an effort to minimize cost and maximize citizen participation, staff has collaborated with the Tax Department staff to include the survey in the annual County tax bill. A single, double-sided page included in the bill will cost approximately \$4,440.00. This cost is in addition to the consultant's contract.

### **BOARD ACTION REQUESTED:**

The Board is requested to approve the final contract and approve or deny the additional funding needing for the county-wide mailed survey.

#### **Suggested Motion:**

*I move that the Board approve the Stewart contract, as discussed, and approve the additional funding for a mailed survey, and*

*I move that the Board authorize the required budget amendments and authorize staff to sign the final contracts.*



# STEWART

May 3, 2021

Autumn Radcliff, Planning Director  
Henderson County Planning Department  
100 N. King Street  
Hendersonville, NC 28792

**Re: Contract Agreement with Henderson County – Planning Consulting Services**

Dear Autumn:

**STEWART** is pleased to submit this contract agreement to provide Planning Consulting Services to work with Henderson County to develop the 2045 Comprehensive Plan.

The proposed work program is organized into the following three (3) key tasks:

- Phase 1 - Project Initiation & Analysis
- Phase 2 - Visioning & Plan Development
- Phase 3 - Implementation & Adoption

The enclosed scope and fee are inclusive of the services necessary to complete the above referenced project. We have provided a detailed scope of services by task, timeline, and proposed compensation.

Do not hesitate to contact me at 919.866.4742 or by email at [csary@stewartinc.com](mailto:csary@stewartinc.com) if you have any questions or concerns regarding this document.

Best Regards,

A handwritten signature in blue ink, appearing to read "Chad D. Sary".

Chad D. Sary, AICP  
Practice Leader, Municipal Planning  
Vice President

Attachments:

1. Project Understanding/Scope of Services
2. Conditions of Agreement
3. Standard Hourly Rate Schedule
4. Project Information Form (to be returned with signed agreement)

## **SCOPE OF SERVICES:**

Stewart approaches the Henderson County Comprehensive Plan project with a community-driven, design oriented and data-rich planning process that will prioritize local issues and refine the County's vision. The Comprehensive Plan will build on past planning efforts and include policies and strategies to guide land use regulations, promote economic development, and direct services and staff.

Stewart has experience working with counties across the state of North Carolina, including with many communities experiencing similar challenges as Henderson County. The Stewart team will facilitate the creation of a well-organized, user-friendly plan guided by community engagement. We will accomplish this by executing a three-phase project scope that can be customized to meet the County's expectations.

## **PHASE 1 – PROJECT INITIATION & ANALYSIS:**

### **Existing Plan & Document Review/Data Gathering:**

Our team will work with County staff to identify and assemble relevant background documents for review. Spatial data and adopted plans will be collected from the County, State, and Federal agencies as well as private organizations, as appropriate.

At a minimum, the following will be reviewed:

- GIS Files
- Neighboring Jurisdiction/Municipalities and Regional Plans
- Adopted County Plans and Ordinances (as listed in the initial RFP)
- Large Developments and Major Subdivisions, Zoning and Water Supply Watershed Maps
- NCDOT Plans
- French Broad River MPO Related Plans and Data
- Budget / Capital Improvement Program

Assessments of past planning efforts and existing regulatory approaches are vital to understanding the challenges, opportunities, and successes of a place and crafting a feasible approach to implementation. Highlights from the plan assessment will be incorporated into steering committee presentations, content for public meetings and the final document.

During this phase, a series of maps will be created to highlight existing conditions. Maps will convey property ownership, environmental constraints, natural resources, parks and open space, infrastructure, and cultural and historical resources, as well as identifiable communities such as the community plan framework.

### **Tour & Initiation Meetings:**

- **Kick-off Community Tour** – Conduct tour with County staff to document, inventory, and view key areas and features such as County-owned land and buildings, protected and unprotected natural resource areas, housing, recently approved developments (or areas proposed/being considered for development), and utilities/infrastructure.
- **Kick-off Meeting with Board of Commissioners** – The team will facilitate a kick-off workshop with the Board of Commissioners to discuss the project, schedule, public engagement strategies and seek general input.
- **Stakeholder Interviews** – The team will conduct a series of stakeholder interviews (four to six meetings) taking place over the course of two (2) days. We will work with County staff to identify these stakeholders (business owners, community and neighborhood groups, economic development and tourism officials, representatives from the agricultural and/or environmental community, real estate brokers and developers, and underrepresented groups, etc). The purpose of the meetings is to listen to and understand concerns and identify plan opportunities and constraints. If necessary, these meetings could be conducted remotely. County staff can conduct additional interviews if necessary.

- **Steering Committee Meeting** – The Planning Board will serve as the official Steering Committee to this process. The first meeting with the Steering Committee will occur during this phase of the project, where we will discuss the project scope, schedule, stakeholder feedback, and initial impressions and issues. Early identification of outreach opportunities as well as communicating a sense of inclusion and ownership is important to engage steering committee members in the process moving forward.

#### **Community Profile:**

Stewart will prepare a Community Profile (CP), incorporating updated statistics and findings from recent County efforts. The CP will include the County history, baseline demographic and economic data (population, employment, income, socioeconomic data, retail trends, tourism, etc). We will use data from the County, Census Bureau, State of North Carolina, Esri and other available sources. Information collected regarding the economy, business patterns, employment and demographics will be studied to benchmark progress and provide context to policy recommendations developed later in the process.

#### **Community Survey:**

The team will work closely with County staff to develop a Community Survey to gather feedback from the public regarding community vision, goals, and key issues to be addressed by plan policies, future regulatory efforts, and investment decisions. The Community Survey will be made available on-line and in print form. Optionally, the Project Team could coordinate with staff to create a distribute a postcard or copy of the survey to all or a portion of property owners in the county and/or work with a third-party provider (e.g. PublicInput.com) to create an interactive website and survey that could include a community forum and/or map-based activities to identify land use preferences.

#### **Deliverables:**

- Stakeholder Interview Schedule and Invitation Template - Our team will develop a schedule and an email invitation template for staff to use to organize and invite stakeholders to participate in the plan.
- Website – The Consultant will create a stand-alone website for the project using Wix.com and retain a domain for a 2 year period. Both Stewart and County staff will have access to edit or add information to the project website. The website will serve as the main information hub for the project and will be populated with information throughout the process.
- Public Engagement Plan – A table of planned public outreach efforts including meetings, social media, workshops, and Board and public presentations.
- Analysis Maps - As guided by initial input from stakeholders, staff, and steering committee, a series of maps will be developed to communicate existing conditions and trends. These maps will contribute to the initial foundation of information that will guide the plan development process.
- Community Survey - Community goals and vision will be assessed and ranked to help guide future plan development efforts. As part of the base fee for this task, the Consultant will utilize Survey Monkey and create an interactive map using ArcGIS Online. The Consultant will provide materials for the survey and an advertisement campaign prior to the survey distribution. A paper version of the survey will be created and a postcard/information sheet for the Comprehensive Plan. As an optional task County staff will coordinate a mailing to property owners. For an optional cost, an enhanced engagement platform will be utilized such as PublicInput.com, Social Pinpoint or Mindmixer.
- Community Profile - The highlights of current demographic and economic trends. This document will be provided in power point and pdf format.

#### **Meetings:**

- Project Kickoff Meeting with Planning Department Staff and other staff from key county departments
- Community Tour
- Stakeholder Interviews
- Steering Committee Meeting #1 & #2 (At least one steering committee meeting during this phase will be conducted online)
- Kick-off work session with Board of Commissioners (in person)

- Bi-weekly coordination calls with County Staff

## **PHASE 2 – VISIONING & PLAN DEVELOPMENT:**

Following completion of Phase 1, our team members will conduct a series of charrettes that focus on recommendations in different areas of the county. Over the course of multiple days, workshops will focus on issues, opportunities, and visioning and recommendations, concepts, and action items. During the workshops, recommendations and conceptual designs will be produced by team landscape architects and planners that convey the intent of future land use, infrastructure, parks and recreation, and/or natural resource related policy recommendations.

In-person meetings will be conducted, if possible, and follow state guidelines for social distancing and participant limits. In-person meeting content will be presented in an online format as well. Coordination between the consultant team and County staff (Planning, IT, etc.) will be necessary.

Based on the public input received during the workshops, we will prepare draft vision and goals as well as a framework for recommendations in the Comprehensive Plan.

### **Land Use & Growth Management**

The Stewart team will conduct a detailed analysis of issues and opportunities in various portions of the County. Residential growth areas, short-term rentals, workforce housing, redevelopment and commercial opportunities, economic development opportunities, and conservation priorities will be studied.

Existing land use and land supply maps and data will be developed to understand capacity for growth in the County. A Suitability Analysis will determine areas most suitable for different types of development or conservation based on a variety of inputs. It is anticipated that suitability maps will be created for residential, commercial, and conservation/open space. Exact land use types and inputs will be determined based on consultation with County staff. Typical inputs include proximity to existing and proposed roadways and utility infrastructure, proximity to schools, parks, and commercial areas, adjacent land uses, and understanding of existing land use patterns and environmental constraints.

The suitability analysis and input from public meetings will be utilized by the steering committee, County staff, and the consultant team to inform future land use preferences including use-mix, scale, and design character. Deliverables for this task will be utilized to formulate the future land use map and associated character area recommendations.

The project team will provide guidance on the future land use pattern of the county as well as the impact of future development patterns in surrounding counties and their potential impact on Henderson County. Best practices will be consulted to improve compatibility of new development while staying within the bounds of North Carolina general statutes.

A Future Land Use Map will be created and will be a graphical representation of the County's vision as to where growth should occur as well as lands and historic resources that should be preserved and protected from development. The map will be supplemented with descriptions of land use character areas that will be brought to life using precedent imagery and conceptual diagrams that specify intended use mix, scale, density, and other physical design characteristics. Development of the Future Land Use Map and associated character areas will be guided and informed by local goals, technical analysis, staff, and steering committee perspective. A meeting with staff from local governments within Henderson County will be facilitated during this stage of the plan development process to discuss shared issues and concerns as well as land use and infrastructure recommendations.

## Transportation

We will assess the County's roadway network, looking at existing infrastructure and short- and long-range local, regional, and state transportation projects. We will consider how they are designed, how the improvements may impact adjacent properties and how Henderson County might better capitalize on state funding to get positive results that align with the County's vision for its future. Our team will develop a set of transportation recommendations that address priorities identified through the planning process. These recommendations may include:

- Identification of corridors for bicycle and pedestrian facilities
- Recommended modifications to County Ordinances regarding parking standards, bicycle use and/or sidewalks/pedestrian path improvements
- Preliminary recommendations related to wayfinding with strategies for successful implementation
- Accessibility design recommendations
- Priority infrastructure improvements
- Policy recommendations that may be needed in the short and long-term

Our team will review recent feasibility studies, identify needed NCDOT projects and analyze the French Broad River MPO's current regional transit study.

We will also make a concerted effort to include accessibility design standards in all our transportation recommendations. Planning for safety in any transportation network means creating an environment that is comfortable for all users, including those with visual or hearing impairments and people of all ages. We may have recommendations specific to ADA guidelines and addressing gaps in accessibility that should be prioritized.

Our transportation recommendations will prioritize the need for roadway retrofits to complement surrounding neighborhood land use and fit the needs of users of the system and the county. Ultimately, our recommendations will follow a holistic approach to transportation design, with safety, connectivity, equity, and accessibility complemented by aesthetic appeal, an ecological imperative, and a maximum economic return on investment. These principles guide our overall analysis and will be important in prioritizing recommendations for Henderson County.

## Public Infrastructure & Utilities

Our analysis and recommendations will address capacity and constraints as it relates to potential growth in Henderson County. A framework for public and privately funded infrastructure improvements needs to be updated regularly to ensure that it is in line with the type of growth that is envisioned as part of the land use element of the plan. This element of the plan will include information on water and wastewater, stormwater systems, broadband internet, and other key public services. An emphasis on realistic water/sewer extensions of incorporated areas will be analyzed to establish potential growth boundaries.

As smart, context-sensitive planned growth needs to be supported with infrastructure and services that address current and future needs of residents and businesses, Stewart will analyze the current network of internet availability and create strategies to assist the County to increase accessibility to broadband.

## Economic Development

Economic development and coordination with public investment is critical to the future fiscal health of Henderson County. The Stewart team will coordinate the deliverables of the current economic development planning efforts into the Comprehensive Plan. The result of the analysis will be market-viable recommendations for diversifying and improving Henderson County's economic performance, with particular emphasis on job growth and tourism as it relates to the proposed Ecusta Trail and other outdoor recreational opportunities. Recommendations may address land use regulation, new public investments, public/private partnerships, incentives, and organizational strategies.

With a strong foundation gained from the investigation and analysis phase, recommendations and strategies will be formulated that enhance programmatic priorities and strengthen the County's economy. We will craft

an economic development strategy that emphasizes the County's unique strengths. Existing economic development plans and infrastructure information will be analyzed for its ability to support the desired economic objectives.

Through analysis of published data (real estate listings, economic development literature, etc.) and discussions with key stakeholders, our team will be able to identify opportunities for targeted development or redevelopment.

### **Parks, Recreation, Open Space, & Public Health**

Open space and recreation resources are important not only to residents and visitors but also the business community. This element of the Plan will focus on how the County can meet its current and future open space needs. In addition, we will provide guidance on how the County can use its existing and future open space resources as an opportunity to promote recreational opportunities that could facilitate, citizen lifestyle, economic development, and ecotourism.

We will coordinate with County staff to obtain GIS mapping of existing facilities, information on park level-of-service and major maintenance needs, priority park improvements, greenway corridors, regional park locations, interconnection opportunities, and strategic open space priorities.

The plan will build on ongoing efforts to address the opioid crisis, addiction, and other public health issues, including obesity, nutrition, and chronic diseases. This task will create or update an analysis of access to parks and major health care centers.

### **Natural Resources, Resiliency, and Hazard Mitigation**

The team will ensure consistency between adopted plans and new recommendations on how to improve economic resiliency and address hazard mitigation, land use policies, and open space preservation. Specifically, the team will coordinate with the Regional Resilience Advisory Board to incorporate and build on on-going planning efforts. The team will analyze the County's availability of natural resources and the County's role as the steward of the Mills River and French Broad River watersheds.

### **Plan Development**

Our team will prepare and submit a draft Comprehensive Plan (to be delivered in batches of chapters for ease of review) to County staff and the Steering Committee. Upon completion of the review, the draft document will be posted on the County's website for public comment. County staff and the Stewart team will also conduct a community open house to reveal the full plan. During the plan development process the Consultant will assist the county staff in preparing materials for meetings with key county committees to discuss draft recommendations. The Consultant will attend up to three (3) online or in-person focus group or board meetings during this task. All comments received from staff, boards, the Steering Committee, and the public will be cataloged, and responses made. This careful tracking of comments will allow the Stewart team to identify common themes in feedback/comments for discussion with staff and elected/appointed officials during the review and public hearing and adoption process. The draft document will be revised and amended as appropriate.

### **Deliverables:**

- Visioning Workshop Materials and Conceptual Designs
- Preliminary Vision, Goals, and Recommendations (Recommendations will include general recommendations and area or community based recommendations)
- Character Area Descriptions
- Draft Comprehensive Plan and Future Land Use Map
- Public Participation and Engagement Summary
- Meeting and Public Workshop Materials and Summaries
- Website Information and Updates
- Written status update report to Planning Board & Board of Commissioners

**Meetings:**

- Multi-day Workshop/Charrette(s) – Up to 4 days of meetings over the course of one or two trips
  - One Virtual Event will be conducted during this workshop
- Steering Committee Meeting #3 – Framework & Vision\*
- Steering Committee Meeting #4 – Draft Plan & Recommendations\*
- Steering Committee Meeting #5 – Draft Plan\*
- Community Meetings/Open House – Draft Plan
  - This will be a “mirrored meeting” and include an in-person option and one virtual option
- Bi-weekly coordination calls with County Staff
- Planning Board Status Presentation (online or in person)
- Board of Commissioners Plan Status Presentation (online or in person)
- Meeting with local government staff from towns within Henderson County
- Up to 3 Focus Group Meetings (online or in-person meetings with stakeholder groups or county boards) (County staff may opt for additional focus group meetings that will be conducted by Planning staff and any information collected during these meetings will be sent to the consultant for inclusion in the collected data and plan.)
- Materials for and attendance at one (1) LGCAC meeting or other meeting at staff’s discretion
- *Optional Task:* Assistance for facilitating topic based LGCAC meetings (includes coordination, materials, attendance, expenses).
- \*At least one steering committee meeting during this phase will be conducted online

**PHASE 3 – IMPLEMENTATION & ADOPTION:****Implementation**

After the plan is in draft format the Stewart team will conduct a work-session with planning staff and other County departments to discuss strategic goals, capital resources, and implementation steps. Potential amendments to existing development regulations and other design standards recommended during the Plan process may also be discussed.

An Action Plan will be prepared noting time frame and responsible party for priority implementation steps. Information on projected cost and potential funding sources of recommended actions if appropriate and could be used to inform the County’s Capital Improvement Plan (CIP) and other departmental budgeting activities.

**Plan Adoption**

Plan adoption will be a collaboration between County staff and the Stewart Team to work through the Comprehensive Plan adoption process. Key members of the Stewart team will be available to attend Planning Board meetings as appropriate to present plan status updates and will attend one meeting each to present the Draft and Final Plan. We will also attend one Board of Commissioners meeting to provide a plan status update and one meeting to present the final version of the plan recommended for adoption. Stewart team members will be available if needed for additional meetings as an additional service.

**Final Plan Document**

Following the public hearing process, a final set of plan documents will be provided to the County including plan document, appendices, maps and map data, public engagement summaries, etc.

**Deliverables:**

- Implementation Matrix
- Final Adopted Plan (Print (2 bound copies) and Electronic Versions, including supporting data and documentation)
- Meeting Summaries
- Website Information and Updates

**Meetings:**

- Steering Committee Meeting #6 – Implementation (potentially an online meeting)
- Board of Commissioners Plan Status Presentation
- Presentation of Final Plan to Planning Board
- Presentation of Final Plan to Board of Commissioners
- Bi-weekly coordination calls with County staff

**NOTE:**

The comprehensive planning process by nature is fluid and evolving. This contract is in tandem with the request for proposals provided by the County. Deviations from either are allowed if agreed upon by both parties. Input from the public, stakeholders, and elected officials may steer the vision in an unexpected direction. The consultant will be flexible if this occurs and will adapt the plan and the elements to meet the community needs. Additionally, the consultants will work with county staff to ensure historically under-represented groups are included in the public discussions and that all community voices are heard regardless of race, ethnicity, religious views, sex, gender, age, income, or socioeconomic status.

**CONTINUING SERVICE:**

As part of our continuing service promise, Stewart will be available by phone or email for a period of six (6) months following plan adoption to assist staff with questions about the plan and associated implementation. This continuing service is included is not an additional cost to the County and stems from Stewart's desire to remain a community partner, even after the contract has been fulfilled.

**SCHEDULE:**

**Phase 1:** June 2021 – December 2021

**Phase 2:** December 2021 – July 2022

**Phase 3:** July 2022 – October 2022

**CLIENT RESPONSIBILITIES:**

It shall be the responsibility of the Client to provide the following items:

- Provide any available electronic information.
- Secure meeting spaces and coordinate meetings, including refreshments.
- Provide IT support in preparation and during meetings in county facilities.
- Identify, invite, coordinate and follow up with Steering Committee Members, staff, and stakeholder groups.
- Provide notice of scheduled meetings (with reasonable advance notice).
- Provide decisions on critical issues as necessary in a timely manner.
- Assist with facilitation of meetings.
- Payment of all invoices per Conditions of Agreement.

**COMPENSATION:**

Stewart agrees to provide the planning consulting services outlined above for the following compensation:

Description: Scope of Services		Base Fee
<b>Phase 1</b>	Project Initiation & Analysis	\$41,900
<b>Phase 2</b>	Visioning and Plan Development	\$83,600
<b>Phase 3</b>	Implementation and Adoption	\$17,500
	Expenses*	\$2,000
	<b>TOTAL BASIC SERVICES</b>	<b>\$145,000</b>
<b>Optional Task A</b>	Tourism Plan	\$7,500
<b>Optional Task B</b>	Community Concept Plan	\$6,000 (per Community Concept Plan)
<b>Optional Task C</b>	Training (includes training material and travel)	\$2,200
<b>Optional Task D</b>	Additional Meetings	1,200 in-person or \$500 per online meeting
<b>Optional Task E</b>	Upgraded interactive survey platform	\$3,000
<b>Optional Task F</b>	Survey / Post Card Mailer	\$15,000+
<b>Optional Task G</b>	Additional LGCAC Meetings	\$1,200 - 4,500 per meeting

\*Expense Fee is inclusive of basic printing and travel costs (mileage, food and lodging). The cost of mailing surveys or postcards would be an additional cost. This is shown as Optional Task F.

**DESCRIPTION OF OPTIONAL TASKS:**

- **A. Tourism Plan:** The Stewart team can deliver a more in-depth analysis and development plan to support local ecotourism awareness and planning efforts. Further discussion will identify the specific focal area, but initial investigation suggests that a tourism plan and economic impact analysis focused on bicycle, historic/cultural, or ecotourism might be appropriate. The Stewart team has experience coordinating efforts to create marketing materials, identify and create action steps to further develop tourism potential, and/or to identify the economic impact that such actions might have to the County.
- **B. Community Concept Plan(s):** As part of the development of the Comprehensive Plan one (1) conceptual plan that illustrates public improvements and/or potential new development will be created as part of the Plan Development task. The county may determine that additional area(s) would benefit from more detailed land use, redevelopment, streetscape, economic development and public space recommendations. Conceptual designs could be created for these areas that illustrate key infrastructure, public realm improvements, building scale, development or redevelopment opportunities, orientation, and other features.
- **C. Training:** As the Comprehensive Plan is the principal planning tool used by the County to inform major land use decisions, the Stewart team can be available to conduct a ½ day in-person training session for County staff, Planning Board, and/or Board of Commissioners. This training session would include how the plan is used, how it interacts within the existing regulatory environment, and how the plan serves as a tool to shape work planning and budgeting priorities.
- **D. Additional Meetings:** Stewart staff can attend additional in-person meetings outside of the scope of services for a cost of \$1,200\_per in-person meeting (\$500 per remote meeting).
- **E. Upgraded Survey Platform:** As part of the base fee for this task, the Consultant will utilize Survey Monkey and create an interactive map using ArcGIS Online. For an optional cost, an enhanced engagement platform will be utilized such as PublicInput.com, Social Pinpoint or Mindmixer.
- **F. Survey / Post Card Mailer:** The cost of mailing surveys or postcards would be an additional cost that would vary based on material and method of distribution. For instance, a full color postcard mailer to 38,605 property owners in the county (outside of the city limits) would cost approximately \$15,246. It would cost more if all property owners, including those inside the city limits, received a mailer or survey.

- G. Local Government Community Action Committee (LGCAC) Meetings:** The base scope includes assistance and materials for an update on the Comprehensive Plan at a LGCAC meeting. Optionally, the Consultant can help facilitate additional, topic-based LGCAC meetings. This task would include coordination, materials, attendance, and expenses. Cost depends on scope. The lower end would enable one or more member of the consultant team to attend and present at an additional meeting. The cost for a special guest speaker at a meeting may be higher and may include a speaker fee, travel and lodging. Potential topics for discussion include economic development and infrastructure, historic and natural resources, land use and development design or trends, etc.

**ADDITIONAL SERVICES:**

Any request by the Client to complete items not contained in the scope of services, or items outlined as exclusions, will be deemed as Additional Services to this Agreement. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

**CONCLUSION:**

This document may serve as a Client-Consultant Agreement. Included in the agreement are the standard Hourly Rate Schedule and Conditions of the Agreement. If this proposal is acceptable, please execute and return a copy of the Agreement and the Project Information Form to this office.

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise it if it appears that we have misunderstood some portion of the scope of services.

Respectfully submitted:

**APPROVAL:**

**STEWART**

**HENDERSON COUNTY**

Chad D. Sary

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

Practice Leader, Municipal Planning  
Vice President

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**



\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

May 3, 2021

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



## **Stewart Conditions of the Agreement**

### **1.0 Payments on Account**

**1.1** Invoices for Stewart's services shall be submitted, at Stewart's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 45 days after the invoice date.

**1.2** Any inquiry or questions concerning the substance or content of an invoice shall be made to Stewart in writing within 10 days of receipt of the invoice. A failure to notify Stewart within this period shall constitute an acknowledgment that the service has been provided and is correct.

### **2.0 Late Payments**

**2.1** A service charge will be charged at the rate of 1.5% (18% annual percentage rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**2.2** In the event that any portion of an account remains unpaid 30 days after billing, Stewart may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of all services.

### **3.0 Insurance**

**3.1** Stewart shall secure and endeavor to maintain professional liability insurance and commercial general liability insurance to protect Stewart from claims for negligence, bodily injury, death or property damage which may arise out of the performance of Stewart's services under this Agreement, and from claims under the Worker's Compensation Acts. Stewart shall within 30 days of execution of contract, issue certificates confirming such insurance to the Client.

### **4.0 Standard of Care**

**4.1** The standard of care for all professional services performed or furnished by Stewart under this Agreement will be the skill and care used by members of Stewart's profession practicing under similar circumstances at the same time and in the same locality. Stewart makes no warranties, express or implied, under this Agreement or otherwise, in connection with Stewart's services.

### **5.0 Indemnifications**

**5.1** To the extent permitted by applicable law, the Client shall indemnify and hold harmless Stewart and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by the Client in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.



**5.2** Stewart shall indemnify and hold harmless the Client and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by Stewart in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.

**5.3** Sub-Consultant(s) shall indemnify & hold harmless Consultant & Client from and against all claims, losses, damages, and expenses (including attorney's fees and defense costs) to the extent such claims, losses, damages, or expenses are caused by any negligent act, error, or omission of Sub-Consultant or any person or organization for whom the Sub-Consultant is legally liable.

**5.4** Stewart shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors or sub-consultants, if any, to do so as well.

## **6.0 Risk Allocation**

**6.1** In recognition of the relative risks, rewards and benefits of the Project to both the Client and Stewart, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Stewart's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of \$250,000. Such causes include, but are not limited to, Stewart's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

## **7.0 Mediation**

**7.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Stewart's services, Stewart may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**7.2** The Client and Stewart shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions currently in effect and administered by counsel for the parties. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**7.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Henderson County, North Carolina, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any courthaving jurisdiction thereof.



**7.4** If the parties do not resolve a dispute through mediation pursuant to this Section 7.0, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Client and Stewart do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 7.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

## **8.0 Termination of Contract**

**8.1** Client may terminate this Agreement with thirty days prior written notice to Stewart for convenience or cause. Stewart may terminate this Agreement for cause with thirty days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Stewart has been paid in full all amounts due for services, expenses and other related charges.



STEWART

**MUNICIPAL PLANNING  
STANDARD HOURLY RATES - 2021**

www.stewartinc.com

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Planning Technician	\$ 90.00
Planner	\$ 95.00
Planner II	\$100.00
Project Planner	\$110.00
Senior Planner	\$125.00
Planning Manager	\$160.00
Practice Leader/Principal in Charge	\$190.00

*Note: This schedule of rates are subject to adjustment in accordance with annual wage and cost of living increases.*

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Stewart's Project #: \_\_\_\_\_

**PROJECT INFORMATION FORM**

Client Name: \_\_\_\_\_

Client Project #, PO or Contract #: \_\_\_\_\_  
**(to be shown on invoice)**

Client Project Manager or Key Contact: \_\_\_\_\_

Email Address \_\_\_\_\_ Phone # \_\_\_\_\_

Client Project Name for Invoicing: \_\_\_\_\_

Invoice Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client's Accounts Payable Contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Invoices should be sent to the attention of:

\_\_\_\_\_

Invoices should be sent by: Mail \_\_\_\_\_ Email \_\_\_\_\_ Both \_\_\_\_\_

Date invoices must be received by Client: \_\_\_\_\_

Special invoice format required: \_\_\_\_\_ Yes \_\_\_\_\_ No (If yes, please forward the template)

Billing Percentages:

Does contract stipulate percentages we can bill per month/phase? : \_\_\_ Yes \_\_\_ No

Construction Phase Billing -

Specify percentage/amount per month to be billed during Construction Admin:

\_\_\_\_\_

**Please complete all information and return to**  
[accountsreceivable@stewartinc.com](mailto:accountsreceivable@stewartinc.com)



<b>CUSTOMER</b>	<b>QUOTATION</b>	<b>CUSTOMER CONTACT</b>
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Henderson County Tax

www.mailpros.com

www.mailpros.com

Jennifer Miranda  
 jmiranda@hendersoncountync.gov  
 828-698-3002

Page 1 of 1

QUOTE DATE	EXPIRE DATE	QUOTE NUMBER	PROJECT NAME
4/26/2021	5/26/2021	009273	Tax Bill Insert Options 2021
PMSI CONTACT		EMAIL	PHONE
Tony Giuli		tgiuli@mailpros.com	9193548818

**QUOTE DETAILS**

Printing Services	Volume	PP Price	Item Cost
▶ Print Insert 8.5 x 11, 1/1 black ink, no bleeds, on 60# text, folded and inserted (RP and PP)	64000	0.059060	3,780.00
▶ Print Insert 8.5 x 11, 1/1 black ink, no bleeds, on 60# text, folded and inserted (RP)	53000	0.059860	3,172.50
▶ Print Insert 8.5 x 11, 4/4, no bleeds, on 60# text, folded and inserted (RP and PP)	64000	0.069380	4,440.00
▶ Print Insert 8.5 x 11, 4/4, no bleeds, on 60# text, folded and inserted (RP)	53000	0.071040	3,765.00
▶ Provide PDF Proof	1	0.000000	0.00
<i>Total Per Piece Price</i>		<u>\$0.25460</u>	<i>Sub Total</i> \$15,157.50
			<i>Tax (7.50%)</i> \$1,136.81
			<i>Total</i> \$16,294.31

**Notes**

All postage figures shown above are ESTIMATES ONLY, and may be higher or lower than stated. Variations to the original specifications may result in a service fee. Prepayment of postage and mailing lists is due in advance of every job. Payment of services is due Net 30. Quote does not include sales tax, freight or courier services unless specified.

Physical Address  
 2012 TW Alexander Dr, Ste C1  
 Durham, NC 27709

Mailing Address  
 PO Box 91565  
 Raleigh, NC 27675

Phone: 919-354-8800  
 Email: sales@mailpros.com