

**WINCHESTER REVITALIZATION COMMITTEE REGULAR MEETING
MONROE CITY HALL COUNCIL CHAMBERS
300 W. CROWELL STREET
MONROE, NORTH CAROLINA 28112
NOVEMBER 6, 2025 – 3:00 PM
AGENDA
www.monroenc.org**

1. Call to Order – Chair/Councilwoman Anthony
2. Welcome and Introductions Anthony
3. Approval of Minutes – October 2, 2025 Regular Meeting Anthony

STATUS AND UPDATES:

4. Winchester Revitalization Updates Watson
 - a) Winchester Clean Up/Ground Penetrating Radar Wells
 - b) LandDesign Update
 - c) Boundary Survey & Other Technical Document Updates Sholar
5. Brownfield’s Environmental Status/Remnant Properties Update Sholar
6. Winchester Ave High School - Historical Research/Canvas Photo Design Campo/Mendler
7. Discussion - Covering at Front of Winchester Community Center Hollowell
8. Other Business (if any) Watson
9. Adjourn Anthony

Next Meeting: December 4, 2025 @ 3:00pm

**WINCHESTER REVITALIZATION COMMITTEE REGULAR MEETING
MONROE CITY HALL COUNCIL CHAMBERS
300 W. CROWELL STREET
MONROE, NORTH CAROLINA 28112
OCTOBER 2, 2025 – 3:00 PM
MINUTES**

The Winchester Revitalization Committee of the City of Monroe, North Carolina met in the City Hall Council Chambers located at 300 West Crowell Street in Monroe, North Carolina at 3:02pm on October 2, 2025 with Chair Surluta Anthony presiding.

Members Present: Mayor Pro Tem Surluta Anthony (Chair), Mayor Robert Burns, Council Member Julie Thompson, Eric Hall, Eleanor McGinnis, Celestine Alsbrooks, and Clerk Angie Carnes

Members Absent: Minnie Atwater

Staff: City Manager (CM) Mark Watson, Assistant City Manager (ACM) Lisa Hollowell, Assistant City Manager (ACM) Jeffrey Wells, Economic Development Director (EDD) Teresa Campo (Staff Liaison), Senior Planner Keri Mandler, Planner I Patrick Blaszyk, and Grant Administrator Lisa Kerner

Visitors: None

Item No. 1. Call to Order and Item No. 2. Welcome and Introductions. Chair Anthony called the Winchester Revitalization Committee Meeting of October 2, 2025 to order at 3:02pm and welcomed everyone in attendance. A quorum was present.

Item No. 3. Approval of Minutes – August 7, 2025 Regular Meeting. The Minutes from the August 7, 2025 Regular Meeting were presented for review and approval. Mayor Burns made a motion to approve the August 7, 2025 Minutes as presented. Council Member Thompson seconded the motion, which passed unanimously.

Item No. 4. Winchester Revitalization Updates.

a) Land Design Status/Updates.

- i. Approval of change order by Land Design for the Winchester Redevelopment Initiative (Action Requested).** CM Watson introduced ACM Jeffrey Wells. ACM Wells stated this past spring Council approved an abbreviated scope and contract for services to start renewed work on the Winchester redevelopment initiative. LandDesign is a consulting company heading up this project. The initial contract was an abbreviated scope of work intended to get the project initiative moving forward.

Good progress has been made since spring of 2025, funds were included in the fiscal year 2026 budget to expand and continue the work to date. Staff has worked with LandDesign to develop the expanded scope of services. They include additional community engagement, Brownfield assistance, conceptual site grading, cut fill analysis, master plan and playbook which will include an overview of key findings and summary of the community engagement, fully illustrative master plan including the development area, linear park, and greenway, concept sketches and character imagery, graphic representation of key materials, fixtures and finishing, key recommendations for branding translated into concepts for the incorporation of historic community themes, wayfinding and storytelling elements, existing and proposed building opportunities narrative, horticultural study, and preliminary planting design, demolition erosion control, utilities grading and drainage studies and high level recommendations, order of magnitude cost estimate, phasing and implementation strategy, preliminary discussions with jurisdictional review agencies. The original abbreviated contract was for \$58,000.00. A recommendation from the Winchester Committee is being requested to move this to General Services and then to City Council for consideration. This was for a change order to expand the scope of services by \$144,000.00. ACM Wells advised that in the budget process for fiscal year 2026, \$200,000.00 was put into the fund as a resource and that resource was to move toward master planning for Winchester as well as for the site Brownfield mitigation. We are using that project fund for both functions now and that is through what is called GB2001 the Winchester Redevelopment Fund. He mentioned, \$200,000.00 was in the fiscal year 2026 budget; right now the available budget was \$262,109.59 and again the project fund was utilized for the master planning and Brownfield administration. He also added LandDesign could overlap with Resolve (the company handling the Brownfields mitigation) and LandDesign was capable of doing the cut fill analysis and would assist with that and consult with Resolve. That was an important piece to the Brownfields part of this process, so that would be something where they overlap. Staff recommended approval of the change order and recommended forwarding it to the General Services Committee (immediately followed this meeting) and then ultimately to the review/recommendation of City Council where Council would be asked to approve and authorize the City Manager to execute the documents. ACM Wells advised he was happy to answer any questions and informed the Committee the original scope was in their packet as well as the revised scope of services. He also stated he was really excited about the progress that had been made so far and thought in the last four or five months good progress had been made and he was excited about moving forward into the community engagement stage. Chair Anthony asked if anyone had any questions. Mayor Burns asked about the numbers. ACM Wells stated the original contract was \$58,000.00 and the revised adds \$144,000.00, which was the change order. ACM Wells stated that would give a full scope of work to continue and get a completed master plan. Mayor Burns asked if ACM Wells stated that was already allotted in the budget for this year, and ACM Wells stated yes sir. Mayor Burns asked if a motion was needed, and Chair Anthony stated yes she needed a motion for the change order to expand the scope.

Action – Approval of Change Order (Revised Scope and Contract for Services) by Land Design. Mayor Burns moved to authorize a change order to expand the scope of services for LandDesign for the Winchester Redevelopment to go forward to General Services Committee to then to City Council for approval. Member McGinnis seconded the motion, which passed unanimously. The Staff Report with attachments is attached as Exhibit A to these Minutes.

- b) **Boundary Survey & Other Technical Document Updates.** EDD Campo stated SSA Sholar was not able to attend the meeting but informed her that he was working with the environmental attorney on this and indicated there was no change in the status of that project/no new updates.

Item No. 5. Winchester Avenue High School – Historical Research/Canvas Photo Design.

EDD Campo stated Chair Anthony mentioned difficulty with people wanting to give up their artifacts and photos. Today Chair Anthony received feedback indicating if the City would have a three-day turnaround on that memorabilia then they would consider allowing us to use them for documentation. EDD Campo shared a plan to have Communications schedule a time that we could have the artifacts/pictures brought here, have them photographed in a quality environment and could then use those same photos to put on banners. EDD Campo advised the purpose of that would be to allow a charrette type of event that could be mixed with the LandDesign outreach or the Committee could decide using an easy poll and rank which photos the Committee would like to use. The Committee agreed they would like to make the decision among the photos, etc. EDD Campo presented a statue of the Winchester school buffalo mascot from 1965 that Chair Anthony provided. EDD Campo suggested Communications may be able to make a 3D photo of the statue so we could have the actual mascot model from the 1960s. Also, Chair Anthony provided her high school diploma from 1965 along with her graduation picture. EDD Campo suggested an event where people could bring in artifacts/photos and quality photos would be taken and the items would be returned to the owner with a receipt that they were returned in the original condition. EDD Campo added SP Mendler was the staff member responsible for the historic preservation and would coordinate that event with the Communications team. Mayor Burns inquired about the banners that would contain these photos. CM Watson advised he had seen in the past, in Belmont, historic pictures that were placed on large vinyl panels that actually adhered to a wall on the outside of some of their historic buildings in downtown. From his recollection of the Winchester Committee meetings, we would like to follow that same model. He advised we could do the same thing except applying those to the walls inside the gym, especially in the foyer area and at the ends of the gym. It would be like a canvas print but would be a vinyl print that actually adhered to the wall. CM Watson stated it was a more permanent thing that adhered to the wall and he thought the comment he remembered from the last meeting was the spirit of all the kids that went to school there would be represented in those photos on the wall. Chair Anthony stated she personally thought that was a neat thing and CM Thompson agreed. Member Alsbrooks inquired if this was going to permanently be on the wall, was this going to be a material that was not going to fade from light after so many years? CM Watson stated eventually vinyl was going to harden and crack but you would probably get 15 years out of it. Member McGinnis stated it would be better inside than outside. CM Watson advised the pictures had been on the outside of the buildings in Belmont

for probably about six or seven years and where the sun hit them, some of those were starting to crack and pieces were coming off, but inside of a protected building, you would probably get a lot longer life. Mayor Burns inquired if you could change the pictures because it was vinyl and CM Watson stated there may be some that you would want to make a larger, single picture and then there may be some that you would make a giant collage. CM Watson stated that would be neat too because it would make people want to stop and look at everything. Mayor Burns stated for example the basketball team, etc. Member McGinnis inquired if there would be a lot of pictures and if they would be taken out of the yearbook. Campo stated she went to the library and took pictures of some of the yearbooks they had but that was not in a controlled environment, they were not picture quality in the retake, and we could not borrow them. EDD Campo advised the Committee might be able to get the Mayor or a Council member to let the Committee borrow them and be entrusted with them, but not staff. EDD Campo advised she believed the library staff would possibly be willing to bring them here during the event and let us photograph them in a controlled, lit environment, but what was shown at the previous meeting was sketches kids had done, poetry, the bands, some graduating classes, the glee club, cheer, and drill team, prom pictures, homecoming pictures, but again, they weren't something that you could have transposed from what we were able to take and be able to do a quality print. CM Watson indicated we were talking about inside the gym but inside the meeting room at the community center, the same thing could be done with community pictures; for example, school-specific pictures in the gym and community pictures in the community room. Chair Anthony and CM Thompson stated that was a good idea. EDD Campo advised that adhering the banners to the wall may be problematic and to possibly consider getting framed canvas prints because the walls would have to be prepped in some way because they were not smooth. Chair Anthony inquired if they were cement walls. CM Watson indicated we should contact Belmont because they put them on the outside of a brick building and the vinyl was attached to the outside of the wall. Mayor Burns advised there were certain types of vinyl that were thicker that would remove all those imperfections in the wall. SP Mendler pulled up pictures on her phone of the pictures in Belmont and shared them with the Committee. EDD Campo stated she would reach out to Belmont to ask where they got their banners and would plan an event to get photos for the Committee to view.

EDD Campo advised that she did not need a formal action from the committee and would coordinate with SP Mendler and Communications to determine how to get the word out and gather the artifacts. In addition, she would reach out to Belmont to find out more information about their banners and would also find out more information regarding art grants. EDD Campo advised most of the art grants ran at the beginning of the year and were awarded mid-year and then the funds were exhausted; so it would open up again in January possibly, just depending on what the cost was, it may be very nominal.

Item No. 6. Brownfields Environmental Status/Remnant Properties Update. ACM Wells spoke for SSA Sholar who was not present and indicated there were no new updates.

Item No. 7. Other Business (if any). CM Watson asked ACM Hollowell to speak regarding the community center and the porch covering and what we might have in mind for getting some input on that project. ACM Hollowell stated the front of the community center base had been installed.

The front of the building was going to have a porch cover. ACM Hollowell asked if the Committee wanted it flat or tapered. She advised the original was being used at the pool, as it did not go with the design for the community center. She added it worked perfectly there providing shade. Also, she asked, if the Committee wanted rocking chairs on the front porch and added it would look homey and welcoming. CM Watson asked ACM Hollowell if she could be ready to lead a discussion on that at the next meeting and maybe have some pictures of some different ideas and facilitate the discussion and get a consensus about what the committee would like to see there. ACM Hollowell indicated she would bring that to the next meeting. Chair Anthony asked everyone to please go by and get an idea of the space so we could discuss at the next meeting.

CM Watson updated the Committee on the old ceramics building and advised that KCOM out of Marshville has leased the space until January 15, 2026 for Christmas distribution in the Winchester community. CM Watson encouraged the Committee to go by and see the interior rehabilitation of the building by City staff and volunteers. He added, it has been cleaned out and the group has filled it with new clothes, new shoes, and other items for Christmas to benefit toddlers all the way up to teenagers. Mayor Burns stated they are sponsored by Target, and Target donates supplies and everything is new. CM Watson indicated the shop part of the building is about one-third full with what they call the big toys i.e. bicycles and other items and they will also have food distribution out of the shop portion of the building. He advised it is phenomenal what they have done with the building so far. Member Hall inquired what were the plans for that building going forward; was this going to be an annual thing for them in that location? CM Watson stated the City is looking at how that building can be reused, it is an asset of the City and there were some space needs for operations. He advised that originally we were considering centralizing permitting, permit review, engineering and functions, and maybe Code Enforcement; however, ACM Wells had done such a great job creating efficiencies in our processes and introducing changes to our policies; bringing us from paper to electronic submittals and signatures that we did not need to use that building for that purpose anymore. He advised the Fire Department was looking for a building because they had pretty serious space needs. He also advised the Fire Department was writing a recommendation and proposal and he did not mind sharing with the Committee what they were planning. He advised they needed space for logistics because they had uniforms and things that they had to issue to firemen and a lot of stuff they had to keep in back stock because they really did not have a place to house it. He advised they had spare parts, the ends of hoses and knobs and everything that went on a firetruck from one end of the City to the other in every spare closet and all of these items needed to be in one space. He advised the second use of the building would be their training division, so not only did we have training for new firefighters that go through about a six-month intense training program but there was continuing education for all of our firefighters that happened on a weekly basis and there was a nice-sized classroom over there and there was enough space to house that plus any of the other training. He advised that also behind the gym was a weight room/workout room that was fully outfitted with brand new equipment that very rarely was used, so with the training program the fire department could use the weight room, the gym that is there, so that could be used for FD training activities. CM Watson also advised that he discussed with Chief Fowler that the pool could be used as part of the training for swimming laps, and there were very few places where you had a pool, a gym, and a weight room right next to your training facility. CM Watson also added a fire marshal's

office could be located there, keeping activity constant. The City's operations were space-constrained, and he was delivering on City Council's directive to find the best use of the facilities so we were not spending money building new buildings and incurring new debt, and this plan was an effective use of the buildings that we owned and would accomplish what we were here to accomplish to provide services at the lowest cost possible. He advised that was his challenge, and that was his thought process regarding this plan. He also advised he had never seen Chief Fowler get too excited about anything, but he was excited about this.

CM Watson advised the last thing item regarding that building was that the next week, we were planning to remove all the boards off the windows and start the window replacement, painting, and the rehab. Mayor Burns added he was looking forward to seeing the finished work and stated he went in there the other day and took a look at the old space with KCOM and the windows being replaced and opened up would make the building look entirely different. Member Hall advised the windows were frosted and asked if they would be replaced with frosted or clear. CM Watson indicated some were frosted and some were clear and he did not have the specifications regarding the glass and that he let staff make those determinations. CM Watson also indicated the roof would be replaced in the spring.

Mayor Burns stated in regards to KCOM, last year from what Mrs. Marsh said, they served 1200 people and they were going to be able to serve almost 1000 more this year, using the City's building. CM Watson stated they shared their plan, and when he visited yesterday, there were about 12 people working and they looked like they were having a big time. He stated it was really heartwarming to see all the smiles and the laughter and the joking and the conversations that were happening and he was glad the new life was being breathed back in that building.

Member McGinnis stated she didn't know a whole lot about the project and she thought there were a lot of people out there who knew a whole lot less than she did and she was wondering when we were going to allow the broader community to focus on the project, like a sign showing future plans or when people would be included for input. She indicated she had never been able to go to any of the walks but this belonged to the whole City and they needed to be involved and asked if there were any plans to take the communication further. Chair Anthony inquired weren't we having a public forum? Campo stated yes we were having that as part of the LandDesign outreach and there would be two different outreaches planning and community. Member McGinnis inquired if people from outside of the Winchester community were drawn into that? She stated when she spoke to people about it, they asked her what she was talking about and she wanted everyone to know this was a big thing that was happening and she did not know if this was right or not but someone told her that a lot of the Winchester property was rental property and asked if that was true? Chair Anthony advised yes, a lot of it was rental property. Member McGinnis inquired so those people would not be as involved and asked if the people that lived on her side of town could be made aware of what was going on. ACM Wells advised the Committee welcomed input from all City residents so it would go through the City's communication channels which would go out to anybody that had access to that; and he advised he thought specific groups from the Winchester community would be targeted as well to make sure, so he saw it as two fold, with targeting specific folks from the Winchester community to be able to come to that but then also

welcoming the entire City to come to community engagement sessions when those are planned. Member McGinis inquired if notices could be put in places like the J Ray Shute Center and bulletin boards for example, and ACM Wells advised flyers could be placed at the community centers and of course, the social media channels would be notified. Member McGinnis inquired if Michael Wayne O'Neill from the Enquirer Journal could do a feature article. ACM Wells agreed that was a great idea and also another good opportunity to clue them in to the Winchester page that is on the City's website that staff maintains as well. Member Hall inquired about the Winchester page, and SP Mendler advised she manages the webpage and would send everyone the link so when asked about the project, the link could be forwarded. SP Mendler advised it was under the City Manager's page and Strategic Projects and featured were the site visit from July and a little history from this year's meetings. She also advised the other thing that was really good about the page was that it included the link that LandDesign sent out a few months ago after the site visit, so people could go look at the area as well as all of the artifacts that were found on the site visit. Member McGinnis advised she would like it if there were something on the premises that said something like Future Home of the project, like a billboard, etc. CM Watson indicated we were planning on doing that once LandDesign had the layout finished. ACM advised we could put Future Home of Winchester Revitalization Initiative, for more information see the QR code and it then would take you to that website. SP Mendler added it could be similar to the Concord Avenue sign.

ACM Hollowell mentioned: 1) the Enquirer Journal ran an article after the committee's site visit in July, so they were in tune, and also 2) the City has a podcast called "Monroe Living Our City at Work" and an episode was about to be released on Winchester, the redevelopment, the revitalization, and there had been several interviews already and the communications team was putting that together. She also advised that podcast covered a lot of different things about City operations, so one might find that interesting; but we do want to promote this in every way that we can through communications and the podcast, and the Enquirer Journal was definitely in the know.

Item No. 8. Adjourn. There being no further business, Council Member Thompson made a motion to adjourn the Winchester Revitalization Committee Meeting of October 2, 2025. Member Hall seconded the motion, which passed unanimously.

The meeting adjourned at 3:51pm.

Surluta Anthony, Chair

Attest:

Angie Carnes, Clerk



STAFF REPORT

TO: Winchester Revitalization Committee

VIA: Mark Watson, City Manager

DATE: October 2, 2025

FROM: Jeff Wells, Assistant City Manager

PREPARED BY: Jeff Wells, Assistant City Manager

SUBJECT: Approval of Change Order by Land Design for the Winchester Redevelopment Initiative

SUMMARY STATEMENT

This past Spring, Council approved an abbreviated scope and contract for services to start renewed work on the Winchester Redevelopment Initiative. Land Design is the consulting company heading up the project.

The initial contract was an abbreviated scope of work intended to get the project initiative moving forward again. Good progress has been made since Spring 2025. Funds were included in the FY 2026 budget to expand and continue the work to date.

REVIEW

Staff has worked with Land Design to develop the expanded scope of services, including:

- Additional community engagement.
- Brownfield assistance. Conceptual site grading, cut/fill analysis.
- Master Plan and Playbook
 - Overview of key findings and summary of community engagement.
 - Fully illustrative master plan: development area, linear park, and greenway.
 - Concept sketches and character imagery.
 - Graphic representation of key materials, fixtures, and finishing.
 - Key recommendations for branding translated into concepts for the incorporation of historic/community themes, wayfinding, and storytelling elements.
 - Existing and proposed building opportunities narrative.
 - Horticulture study and preliminary planting design.

- Demolition, erosion control, utilities, grading and drainage studies and high-level recommendations.
- Order of magnitude cost estimate, phasing and implementation strategy.
- Preliminary discussions with jurisdictional review agencies.

The original contract was \$58,000. The revision adds \$144,000 to the contract for services.

The Winchester Redevelopment Fund (GB2001) is the established project fund. \$200,000 in funding was included in the FY 2026 budget. The project fund has an available budget of \$262,109.59. This project fund is utilized for the master planning and brownfield administration of the Winchester Redevelopment Initiative.

RECOMMENDATION

Staff recommends approval of the change order (revised scope and contract for services).

The recommendation will be forwarded to the General Services Committee for their review and recommendation to City Council.

Attachment:

GB2001 Project Fund – Winchester Redevelopment available budget

Revised Scope of Service

Original Agreement and Scope of Services

Return |
 Refresh |
 View All |
 Excel Export |
 Project Master |
 Attach

Project: GB2001 (Winchester Redevelopment)

Budget Method: Life to Date

Expenses Paid	Funding Received	Cash Balance
\$138,859.57	\$543,284.00	\$404,424.43

EXPENSES FUNDING MILESTONES WARNINGS

Hide Tree ()

Project Segment/String	Year to Date	Life to Date
GB2001 Winchester Redevelopment	\$29,910.63	\$138,859.57

Project - GB2001: Winchester Redevelopment ()

TOTALS	INVOICES	CONTRACTS	PURCHASE ORDERS
EMPLOYEE COST	GENERAL JOURNALS		

Project Segment/String Totals

	Year to Date	Life to Date
Original Budget	\$0.00	\$150,000.00
Net Transfers	\$200,000.00	\$393,284.00
Revised Budget	\$543,284.00	\$543,284.00
Actuals Paid	\$29,910.63	\$138,859.57
Pending Invoices	\$0.00	\$0.00
Encumbrances	\$141,774.84	\$142,314.84
SOY Encumbrances	\$540.00	N/A
Requisitions	\$0.00	\$0.00
Inception to SOY	\$108,948.94	N/A
Available Budget	\$262,109.59	\$262,109.59



CHANGE ORDER

PROJECT NAME: **Winchester Redevelopment Initiative**

CHANGE ORDER #: 1

CHANGE ORDER DATE: 8/28/2025

TO: City of Monroe
PO BOX 69
MONROE, NC 28211

PROJECT #: 1024248

DATE OF CONTRACT: 2/26/2025

The above referenced contract is changed as follows:

Phase	Description	Phase Amount
100	Project Management and Community Engagement <i>(Original Phase Total \$14,000 Revised Phase Total \$35,000)</i>	\$21,000.00
101	Winchester Avenue Development Master Plan <i>(Original Phase Total \$9,000 Revised Phase Total \$30,000)</i>	\$21,000.00
103	Greenway Alignment Study <i>(Original Phase Total 8,000 Revised Phase Total \$40,000)</i>	\$32,000.00
105	Master Planning and Playbook	\$55,000.00
030	Brownfields Development Tasks <i>Hourly Not to Exceed</i>	\$15,000.00

*See attached Scope of Services.

The original contract amount for lump sum and hourly not to exceed was.....	\$58,000.00
Net change by previous change orders.....	\$0.00
Net change by this change order.....	<u>\$144,000.00</u>
Revised contract amount for lump sum and hourly not to exceed.....	<u>\$202,000.00</u>

Change order total does not include any hourly , HNTE monthly fee estimates or per unit fees, which are billed monthly as incurred.

NOT VALID UNLESS SIGNED BY ALL PARTIES

LANDDESIGN, INC.
CONSULTANT

City of Monroe
CLIENT NAME

PO Box 36959
Address

PO BOX 69
Address

Charlotte, NC 28236-6959

MONROE, NC 28211

Signature

Signature

BETH POOVEY, PLA for LandDesign, Inc.
Principal

JEFFERY WELLS
Assistant City Manager

Date

Date



AUGUST 28, 2025

SCOPE OF SERVICES FOR CHANGE ORDER #1

WINCHESTER REDEVELOPMENT INITIATIVE

LandDesign PN: 1024248

The following paragraphs describe the scope of work to be provided under this agreement. An expanded program and geography for the Winchester Area Development, extending from Stafford to English Street. This expansion impacts the community engagement strategy and design efforts. Based on the additional Scope of Services outlined below, Phases 100 and 101 in the original contract dated February 26, 2025 will have new Phase fee totals. Additional scope and fee to address the progression of the project into new phases of work.

Note: The Linear Park and Redevelopment Area Master Plan scopes of work were previously described in separate phases to allow them to move forward independently, but additional scope is now combined as they are on the same schedule.

I. PROJECT MANAGEMENT AND COMMUNITY ENGAGEMENT PHASE 100

- A. Steering Committee Preview
 - 1. Consultant will review the proposed exhibits, exercises and presentation materials planned for the Community Engagement Session 1 with the Client and Steering Committee to solicit feedback and approval. To incorporate feedback into the materials, this meeting must be held a minimum of (2) two weeks in advance of Community Engagement Session 1.
- B. Community Engagement Session 1
 - Per original contract, with the following added details:
 - 1. LandDesign will attend and facilitate an in-person community drop-in session (Open House) for the community to learn more about the project and give feedback at interactive stations. The Open House should be approximately a three (3) hour event, held in the early evening to capture feedback from people with diverse schedules. No on-line engagement will be used at this point.
- C. Steering Committee Preview
 - 1. In this preview, the Consultant will present draft concepts to the Client and Steering Committee, that have incorporated previous community input and the development of 2-3 design concepts prior to Community Open House Session 2. Feedback will be used to validate early design directions, identify red flags before Community Engagement Session 2, and begin conversations about phasing and implementation.
- D. Community Engagement Session 2
 - 1. LandDesign will attend and facilitate an in-person community open house to share draft concepts and obtain feedback for redevelopment area and linear park, as well as the proposed greenway alignment. Feedback provided by the community will be documented and incorporated into the next phases of final design deliverables. The Open House should be approximately a three (3) hour event, held in the early evening to capture feedback from people with diverse schedules. It is anticipated that this meeting will occur within 1-3 weeks following the Community Engagement Session 1.
 - 2. Online Engagement – Consultant will prepare an online platform to mirror the in-person engagement as much as practical.

II. WINCHESTER AVENUE DEVELOPMENT MASTER PLAN PHASE 101

Due to additional parcels, expanded geography, information regarding the brownfields site application, and project progression, the following scope clarifies additional services and additional scope items.

- A. Previous Master Plan Revision and Preparation for Community Engagement Session 1

1. The Consultant will develop a series of illustrative graphics, storyboards and interactive exhibits – with the new expanded geography and additional programming opportunities, in preparation for Community Engagement Session 1.
- B. Concept Development and Preparation for Community Engagement Session 2
 1. Develop and illustrate design concepts, including outlining how the Community Engagement Session 1 informed the design ideas and provide engaging and informative exercises to help guide an understanding of community priorities and an implementation plan/strategy. Materials and exhibits will include:
 - a. Visual summary of “You Said, We Heard” graphic(s) to illustrate how the community input is shaping design concepts,
 - b. 2-3 hand-sketched concepts of the Redevelopment Area and Linear Park that represent varying expressions of design, storytelling, and programming,
 - c. Preferred alignment for the greenway network,
 - d. Precedent imagery to help graphically communicate the design intent.

The information gathered during the Community Engagement Sessions will be documented, summarized, and graphically communicated in the final Master Plan Playbook.

- C. Steering Committee Workshop – Master Plan Refinement and Phasing
 1. The Consultant will work with Staff and the Steering Committee to identify the preferred concept design for further development as well as discuss findings and come to consensus on the phasing framework (short-term, mid-term, long-term) or different investment levels (e.g., “minimum viable park” vs. “full build-out”) to set the stage for the final Master Plan recommendation.

III. GREENWAY ALIGNMENT STUDY

PHASE 103

- A. Feasibility Study
 1. Based on feasibility, Client and community feedback a Preferred Alignment will be determined to be studied further to refine an understanding of the feasibility, cost and steps needed to finalize the design for permitting and construction.
- B. Preparation for Community Engagement Session 2
 1. An overview of key findings from Community Engagement Session 1 will be communicated in a highly graphic and easy to digest exhibit.
 2. The findings from the Feasibility Study will be presented through an illustrative plan and cross-sections.
 3. The community will have the opportunity to help prioritize the phasing (if needed) and or amenities to be included based on the project budget.
- C. Final Master Plan Playbook
 1. The illustrative greenway alignment plan and sections, estimated cost and summary of community input will be incorporated into the Playbook.

IV. MASTER PLANNING AND PLAYBOOK

PHASE 105

Based on the results of all of the community engagement and feedback given by the Client and Steering Committee, the Consultant will prepare a Master Plan Playbook and Presentation for adoption. The Consultant will further advance the design of the Redevelopment Area and Linear Park and to obtain an understanding of feasibility, cost, and scope of work required to finalize the design and identify any additional expertise required for permitting and construction documentation.

It is anticipated that the Master Plan Playbook will include:

- A. Overview of the key findings and summary of community engagement sessions.
- B. Fully illustrative Master Plan including the Winchester Development Area, Linear Park, and Greenway.
- C. Concept enlargements, sketches and/or sections, and character imagery.

- D. Graphic representation of key materials, fixtures, and finishings.
- E. Key recommendations for branding translated into concepts for the incorporation of historic/community themes, wayfinding and storytelling elements.
- F. Existing and proposed building opportunities narrative.
- G. Horticulture study and preliminary planting design.
- H. Lighting, demolition, erosion control, utilities, grading and drainage studies and high-level recommendations.
- I. Order of magnitude cost estimate, phasing and implementation strategy.
- J. Preliminary discussions with jurisdictional review agencies.
- K. Anticipated Date / Timeline: Approx. 2.5 months.

V. BROWNFIELD'S DEVELOPMENT TASKS

PHASE 030

LandDesign will develop conceptual site grading, associated cut/fill earthworks analysis, and participate in coordination calls with the Client's team to aid Client's Brownfield Consultant in developing strategies for the project. Development of Brownfield plan, agreement, and associated permitting to be by Client's Brownfield Consultant and are not included in this scope of services.

Client's responsibilities: Client will be responsible for securing arrangements for meeting locations, advertising, refreshments, food, and/or entertainment. Consultant will provide all meeting materials used to engage the community including digital communication graphics for advertising the meeting, sign-in sheets, interactive activities, online engagement, and summary of findings. It is anticipated that the format will be a drop-in open house to accommodate various schedules and provide opportunities for one-on-one engagement. Each project category will have various stations with an overall cohesive theme and to help provide the overall vision, and how each project supports the vision for the community's future.



FEBRUARY 26, 2025

**AGREEMENT FOR
PROFESSIONAL SERVICES**

WINCHESTER REDEVELOPMENT INITIATIVE

CITY OF MONROE
LandDesign PN: 1024248

This Agreement is made and entered into as of the _____ day of 2/26/2025, 20____, by and between City of Monroe (the "Client") located at 300 West Crowell Street Monroe, North Carolina 28112 and LandDesign, Inc. (the "Consultant") located at 223 North Graham Street, Charlotte, North Carolina 28202.

The Client desires to retain the services of the Consultant to provide planning and design services for the Client's Winchester Redevelopment Initiative project, located in North Carolina (the "Project") pursuant to the terms and conditions herein.

ARTICLE 1: CONSULTANT'S RESPONSIBILITIES

1.1 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by like professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly process of the Project. Consultant does not guarantee a schedule for an approval process and will not be responsible for delays attributable to any review agency. Consultant agrees to provide complete and timely responses to any comments by any reviewing agency, to the extent that the comments relate to the Consultant's services.

1.2 Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project. Consultant shall use a sufficient number of competent, qualified and experienced employees in connection with carrying out its responsibilities under this Agreement.

1.3 Consultant shall reasonably cooperate with the Client's consultant(s) and shall provide said consultant(s) with such information, upon written request, as may be deemed reasonable, but only to the extent that providing the requested information does not conflict with any of the terms and conditions of this Agreement or otherwise compromise the Consultant's services. Consultant (a) shall have no responsibility for any act, error or omission arising from any service provided by any consultant retained by the Client and (b) shall not be responsible for the accuracy or completeness of any work provided by the Client's consultants. The Client shall require that its consultants be professionally licensed and be covered under professional liability insurance and shall further require that they sign and seal their own design documents where applicable.

1.4 Consultant shall employ professional care to provide its services in compliance with all applicable locale, state and federal laws, ordinances, codes, rules and regulations pertaining to its services.

ARTICLE 2: CONSULTANT'S BASIC SCOPE OF SERVICES

2.1 Consultant's Basic Services consist of those described in Scope of Services (the "Scope of Services"), as well as any services set forth in this Agreement. The Scope of Services are annexed hereto as Exhibit "A" and incorporated herein. All references to the Agreement shall also include all terms and conditions in the Scope of Services. For the purpose of this Agreement, any schematic design documents, construction documents and any other drawings, specifications and documents prepared by the Consultant pursuant to this Agreement shall be referred to as the

Mark Watson
February 26, 2025

LandDesign PN: 1024248
Page 2 of 13

"Consultant's Documents".

2.2 Consultant is entitled to compensation for services (if any) provided by the Consultant for the Project prior to the date of the Agreement ("Pre-Agreement Services"). Consultant shall be compensated for Pre-Agreement Services at the rate(s) set forth in this Agreement.

2.3 Consultant shall not be responsible for a Client's directive or substitution made without the Consultant's written approval.

2.4 Any service requested by the Client and/or provided by the Consultant which is not otherwise described as a Basic Service in the Agreement and/or is an Additional Service, for which the Consultant is entitled to compensation at the rates set forth in the Agreement and paid by the Client, in addition to, and in the same manner as, the compensation for the Basic Services.

2.5 Site visits, if required, are for the purpose of becoming generally familiar with the process and quality of the portion of the completed work only, and to determine, in general, if that work, when fully completed, will be in accordance with the Consultant's Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for any defect or deficiency in the work created by a contractor. The Consultant's site visits, if required, and this section of the Agreement shall be limited to completed work specified in the Consultant's Documents.

2.6 Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Consultant be responsible for any contractor's failure to perform its work in accordance with the requirements of the Consultant's Documents. Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, its subcontractors, or of any other persons or entities performing any portion of the work.

2.7 Consultant's review of any submittal, including, but not limited to, shop drawings, if required, shall be the limited purpose of checking for conformance with the design intent of the Consultant's Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Nor shall Consultant's review constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The accuracy of dimensions, quantities, installation and performance of equipment or systems, means and methods for execution shall be solely the contractor's responsibility.

2.8 Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic materials or substances in any form at the Project, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

2.9 Consultant and its subconsultants shall not be responsible for any cost or expense associated with (a) any latent defect(s) in any existing structure, or (b) any other existing conditions of the Project, or on the Project's property, which was not readily apparent or which could not have been visually verified at the start of the Project without uncovering any system or member or without utilizing other invasive or destructive means.

2.10 Consultant shall not be responsible for, amongst other things, waterproofing specifications and design, wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers, environmental assessments, easement acquisitions, soil borings and condemnation maps and exhibits. The items identified under Section 2.10 are not intended to be, nor are they, an exhaustive list of work excluded under this Agreement. Section 2.10 does not modify work which

Mark Watson
February 26, 2025

LandDesign PN: 1024248
Page 3 of 13

shall be considered Additional Services under Section 2.4.

ARTICLE 3: CLIENT'S RESPONSIBILITIES

3.1 The Client will work cooperatively with Consultant to bring the Project to a successful conclusion, and will timely provide Consultant with all complete and accurate information regarding the Project requirements including budget, schedule and any landlord/owner or building requirements.

3.2 Client will provide all information regarding the requirements of the Project, including Client's objectives, schedule, criteria, budget and site requirements, as well as geotechnical investigation surveys to describe physical characteristics, soil capacity, legal limitations and utility locations of the Project site, to the extent necessary for the Consultant to carry out its services.

3.3 Prior to the commencement of detailed planning, the Client will provide Consultant with a complete written list of any requirements to be considered and included in the Consultant's Documents.

3.4 The Client designates Jeffrey Wells, Asst City Mgr as its representative authorized to act on the Client's behalf with respect to the Project. The Client, through its authorized representative, will examine all Consultant's Documents and other documents submitted by Consultant and render all decisions promptly to avoid unreasonable delay in the progress of the services or Project schedule.

3.5 Client will provide Consultant prompt written notice if it becomes aware of any development that affects the scope or timing of the services or observes or otherwise becomes aware of any fault or defect in the Project, deficiency in the services of Consultant or nonconformance with the contract documents and/or Consultant's Documents.

3.6 Client agrees that Consultant and its subconsultants shall have no liability arising out of any changes or substitutions from the Consultant's Documents allowed or authorized by the Client that were not previously approved in writing by Consultant.

3.7 Client will, at its own expense, retain the services of all consultants, as required by the scope of the Project, and will provide tests, inspections, and special inspections and reports required by law or by the contract documents. Consultant shall have no responsibility for errors, omissions or other deficiencies in the services of any of the Client's consultants, design professionals or design-build contractors, rendering design, engineering or related services, and Consultant shall be entitled to rely on the sufficiency, accuracy and completeness thereof and the compliance of the documents and services furnished by them with all applicable laws, codes, ordinances, rules and regulations. Consultant shall have no responsibility to review or verify any of the computations or designs provided by the Client's consultants, design professionals or design-build contractors, and Consultant's sole responsibility in connection with the service of such other consultants, design professionals or design-building contractors shall be to reasonably cooperate with the Client's consultants in accordance with Section 1.3.

3.8 To the extent allowed by North Carolina law, Client shall hold harmless the Consultant for any conflicts or changes required in design or construction resulting from discrepancies between actual field conditions and the information utilized for design unless such conflicts and changes are due to the negligence of Consultant.

3.9 Client shall be responsible for all costs associated with permit approvals and construction of the facilities designed under this Agreement.

Mark Watson
February 26, 2025

LandDesign PN: 1024248
Page 4 of 13

ARTICLE 4: COMPENSATION & REIMBURSABLE EXPENSES

4.1 Client's compensation and reimbursable expenses shall be paid by the Client to Consultant pursuant to the rates, payment schedule and terms set forth in the Fees, annexed hereto as Exhibit "B". Absent agreement to the contrary, billing for contracts shall be on a monthly basis. Invoices are due upon receipt. Payment not received within thirty (30) days of invoice date will be subject to a service charge in the amount of one and one-half percent (1.5%) per month. If account is not paid per the terms of this Agreement, Client agrees to reimburse and indemnify Consultant for any and all reasonable attorney fees associated with the collection of the outstanding fees from Client to the extent allowed by North Carolina law.

ARTICLE 5: INSURANCE & INDEMNIFICATION

5.1 Consultant shall maintain the following minimum insurance for the duration of this Agreement. Consultant represents that it will pay all associated deductibles and premiums and provide the Client with certificates evidencing such insurance coverage, upon request.

- i. General Liability insurance policy limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Automobile Liability insurance policy limits of One Million Dollars (\$1,000,000) combined single limit.
- iii. Umbrella/Excess Liability insurance policy limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.
- iv. Workers' Compensation insurance policy limits of One Million Dollars (\$1,000,000) each accident, each employee and policy limit.
- v. Professional Liability insurance covering liability of Consultant arising out of its negligent acts, errors or omissions in the rendering of professional services in the amount of Three Million Dollars (\$3,000,000) per claim and in the aggregate.

5.2 The Client will procure and maintain general liability and property insurance to protect Client and its property from all risks, hazards and liabilities in the minimum amount of the initial cost of the Project's constructions, plus the value of subsequent modifications. The parties waive all rights against the other for damages to the extent covered by property insurance, except such rights they may have to the proceeds of such insurance and shall require similar waivers from their contractors and consultants.

5.3 To the fullest extent permitted by law, the Client shall indemnify and hold harmless the Consultant and its subconsultants, against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Client, or any entity or individual retained by the Client in connection with the Project.

5.4 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Consultant, or any entity or individual retained by the Consultant in connection with the Project.

5.5 Consultant's liability to Client for any claim, loss, or damage asserted by Client, including but not limited to liability pursuant to section 5 of the Agreement, which arises out of an alleged breach of this Agreement or any other negligent act, error, or omission of Consultant, shall not exceed the proceeds of professional liability insurance at the time of resolution of the claim.

Mark Watson
February 26, 2025

LandDesign PN: 1024248
Page 5 of 13

5.6 Neither the Client nor Consultant will have any liability to the other for any punitive, incidental or consequential damages resulting from claims, disputes or other matters arising out of or relating to this Agreement.

5.7 The indemnity provisions set forth in Sections 5.4 and 5.5 shall survive the termination of this Agreement.

5.8 It is intended by the parties to this Agreement that Consultant's services in connection with the Project shall not submit Consultant's partners, members, individual employees, or their respective heirs and assigns to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that any claim, demand or suit arising out of or relating to the Project or the services provided under this Agreement shall be directed and/or asserted only against Consultant, and not against any of Consultant's partners, members, individual employees, or their respective heirs and assigns. The Client expressly waives any claim it has or may claim to have against any and all such individuals.

ARTICLE 6: TERMINATION OR SUSPENSION

6.1 This Agreement may be terminated by either party upon at least seven (7) days' written notice should the other party fail to substantially perform the terms of this Agreement, through no fault of the party initiating the termination. The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to substantially perform, Consultant may elect to suspend all of its services until the Client's failure is cured and all amounts due prior to the suspension, plus and expenses incurred on account of the interruptions and resumption of services, are fully paid. Consultant shall not be liable for any delay or damages resulting from such suspension of services.

6.2 The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to perform its payment obligations under this Agreement shall result in the following (at Consultant's sole election):

- i. When sums due and owing under a Consultant invoice are 60 or more days past due, any duty or obligation on the part of Consultant to submit any of Consultant's Documents to a governmental entity or other authority having jurisdiction (an "AHJ Submittal") shall cease. Client understands and agrees that Consultant shall not submit any AHJ Submittal if Client is not in compliance with its payment obligations under this Agreement.
- ii. Consultant shall endeavor to advise Client no less than two weeks prior to the deadline for an AHJ Submittal that sums due and owing to Consultant are 60 days or more past due and that the AHJ Submittal will be delayed if Client fails to meet its payment obligations prior to the deadline for the AHJ Submittal. Notwithstanding the foregoing, nothing contained within this Subsection 6.2.ii shall obligate Consultant to provide additional notice to Client of Client's failure to perform its payment obligations, other than Consultant's usual and ordinary periodic submission of invoices and account statements to Client.
- iii. When sums due and owing under a Consultant invoice are 120 or more days past due, Consultant, at its sole election, shall suspend all of its services until the Client's payment failure is cured and all amounts due prior to the suspension, plus any expenses incurred on account of the interruptions and resumption of services, are fully paid.
- iv. Consultant shall notify Client of its intent to suspend its services not later than 7 days prior to exercising its election to suspend its services pursuant to this

Mark Watson
February 26, 2025

LandDesign PN: 1024248
Page 6 of 13

- Subparagraph.
- v. In the event that Client fails to meet its payment obligations 30 days after suspension of Consultant's services, Consultant shall (at its sole election) terminate this Agreement.

6.3 Client acknowledges that the Consultant's fees set forth in this Agreement contemplate prompt commencement by Consultant of the work to which such fees relate. Accordingly, Consultant shall have the right to terminate the Agreement should Client not authorize Consultant to promptly commence and complete performance of the work to be performed by Consultant. Consultant further reserves the right to renegotiate its fees if the work is not completed within two years from the date of this Agreement.

6.4 If any portion of the Project or the services is stopped or suspended for more than thirty (30) days in the aggregate, Consultant may terminate this Agreement upon seven (7) days' written notice to the Client.

6.5 If the Client suspends the Project, Consultant shall be compensated for services performed prior to notice of such suspension. When Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. Consultant's fees for the remaining services and the time schedule shall be equitably adjusted.

6.6 The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Client's convenience and without cause.

6.7 In the event of termination of the Consultant, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 7: OWNERSHIP AND USE OF DOCUMENTS

7.1 The Consultant's Documents, including those in electronic form, prepared by Consultant and its subconsultants are for use solely with respect to this Project, Consultant and its subconsultants are the authors and owners of their respective Consultant's Documents, and retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to Client a nonexclusive license to use the Consultant's Documents for the limited purposes of constructing, completing, using and maintaining the Project. Client's compliance with its payment obligations under this Agreement is a condition precedent to the existence of the non-exclusive license in the Consultant's Documents and said license shall terminate immediately in the event that Consultant suspends its services pursuant to Subsection 6.2.iii of this Agreement.

7.2 In the event this Agreement is terminated by either party, whether for convenience or for cause, the license to use the Consultant's Documents shall likewise terminate unless and until a licensing fee is paid by the Client to Consultant as compensation for Client's continued used of Consultant's Documents after termination of the Agreement.

7.3 The Client shall not use the Consultant's Documents for the completion of this Project without fully compensating Consultant pursuant to the terms of this Agreement. The Client shall not use the Consultant's Documents for future additions or alterations to this Project or for other projects unless Client obtains the prior written consent of Consultant and its subconsultants. Any unauthorized use of the Consultant's Documents shall be at the Client's sole risk and without liability to Consultant and its subconsultants and Client agrees that Consultant will not have any liability for any use of, revision to or deviation from the Consultant's Documents occurring subsequent to Consultant's completion of services under this Agreement or earlier termination in accordance with the terms of this Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold Consultant and its subconsultants harmless from any claims, actions, damages, judgment or expense, including reasonable attorneys' fees, resulting from or relating to

Mark Watson
February 26, 2025

LandDesign PN: 1024248
Page 7 of 13

the Client's unauthorized use or deviation from the Consultant's Documents.

7.4 Should Client, Client's consultants or contractors or their respective subconsultants or subcontractors (of whatever tier, the "Requesting Party) request to use of Consultant's electronic files for convenience in performing services or work on the Project, Consultant will provide those electronic files within a reasonable time of receipt of an "Electronic Files Release Agreement" executed by the Requesting Party.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 This Agreement, together with the Scope of Services, annexed hereto as Exhibit "A", and with the Fees, annexed hereto as Exhibit "B", represents the entire and integrated agreement between Client and Consultant, supersedes all prior negotiations, representations or agreements (either oral or written) between Client and Consultant and may be amended only by written instrument signed both Client and Consultant.

8.2 Consultant shall have the right to photograph, publicize or promote its relationship to the Project and to include representations of its design of the Project among Consultant's promotional and professional materials.

8.3 Neither party shall assign this Agreement or any part hereof without prior written consent of the other party, which approval shall not relieve the assigning party from any of its obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns to the parties hereto.

8.4 This Agreement shall be governed by, and construed in accordance with the law of the State of North Carolina, United States of America.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Client or Consultant.

8.6 Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, first-class certified or registered mail, postage pre-paid, return receipt requested, addressed as follows (or to such other address or individual as either party may specify from time to time by written notice in the manner provided in this section).

a. If to Consultant, addressed to:

LandDesign, Inc.
PO Box 36959
Charlotte, NC 28236
223 N. Graham Street (28202)

b. If to Client, addressed to:

City of Monroe
PO Box 69
Monroe, NC 28111
300 West Crowell Street (28112)

8.7 Client and Consultant agree that any dispute arising from this Agreement shall be brought in the appropriate State or Federal Court located in the State of North Carolina, which shall have exclusive jurisdiction of said dispute.

Mark Watson
February 26, 2025

LandDesign PN: 1024248
Page 8 of 13

8.8 In the event any provision of this Agreement if found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.

8.9 In the event either party is required to enforce this Agreement, in court or otherwise, the prevailing party shall be entitled to recovery of its attorneys' fees and costs.

8.10 E-Verify Requirement. The Consultant shall comply with the requirements of Article 2 Chapter 64 of the General Statutes. Further, if the Consultant utilizes a Subconsultant, the Consultant shall require the Subconsultant to comply with the requirements of Article 2 Chapter 64 of the General Statutes.

This Agreement was entered into as of the day and year first written above.

LANDDESIGN, INC. ^{Signed by:}
BY: Richard Petersheim DATE: 2/26/2025
Richard Petersheim, PLA for LandDesign, Inc.
Partner

CITY OF MONROE
BY: Mark Watson DATE: 3/6/2025
Mark Watson
City Manager

This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Joe Steward 3/5/2025

Mark Watson
February 26, 2025

LandDesign PN: 1024248
Page 9 of 13

EXHIBIT A

SCOPE OF SERVICES

GENERAL SCOPE OF SERVICES / PROJECT OVERVIEW

The scope of work is for two geographical areas, community branding and wayfinding study and community engagement all within the Winchester Community. It is intended that a holistic approach is taken to develop a cohesive vision, guided with community input. The overall community-based vision will guide design decisions and improvements for the three projects. The design and planning efforts have been broken out into three main projects:

- Winchester Area Development and Linear Park Design
- Greenway Alignment and Feasibility Study
- Branding and Wayfinding Study

I. PROJECT MANAGEMENT AND COMMUNITY ENGAGEMENT PHASE 100

It is intended that the community outreach and project coordination is coordinated and happens simultaneously to also ensure a cohesive approach to the vision and community input. Consultant will work with the Client Project Manager

A. Project Schedule – Consultant will provide a schedule with key milestones and deliverables. The scope is based on a 4-month duration.

B. Community Engagement – Consultant will work with the Client and project ambassador, City Council Member, Surluta Anthony, to refine the community engagement strategy. It is intended that there will be one community engagement session within this scope and that session will offer an in-person and supplemental on-line engagement opportunity.

Client will be responsible for securing arrangements for the meeting location, advertising, refreshments, food, and/or entertainment. Consultant will provide all meeting materials used to engage the community including digital communication graphics for advertising the meeting, sign-in sheets, interactive activities, on-line engagement, and summary of findings. It is anticipated that the format will be a drop-in open house to accommodate various schedules and provide opportunities for one-on-one engagement. Each project category will have various stations with an overall cohesive theme and to help provide the overall vision, and how each project supports the vision for the community's future

The following scope outlines the overall intent and purpose for the engagement session. The anticipated individual engagement materials are outlined in more detail in the individual project scope descriptions.

1. **Community Engagement Session 1** – The community engagement session's purpose will focus on sharing key findings and alternatives with the community to provide a sound basis to inform decision-making. Exercises will be highly graphic, engaging and informative. The on-line engagement will mirror the in-person exercises as closely as possible.
2. **Stakeholder Interviews** – Consultant will hold up to (2) two stakeholder interviews, either virtually or during a connective period. The Client and Project Ambassador will identify the stakeholders or stakeholder groups and arrange for the meeting location.
- C. Client Coordination Meetings** – Based on a 4-month duration assumption, Consultant and Client will meet bi-weekly virtually to coordinate on progress, tasks and the schedule as needed, with up to four (4) in-person Client coordination meetings.

II. WINCHESTER AREA DEVELOPMENT MASTER PLAN PHASE 101

A. Area Defined – The Winchester Area Development project area has three subareas:

1. The Linear Park/Trail of History
2. The Community-Focused Retail Park and "Roundhouse"

Mark Watson
February 26, 2025

LandDesign PN: 1024248
Page 10 of 13

3. The Community-Focused Industrial Park.

NOTE: The corner parcel along Charles Street is planned for a future, traditional retail development and not included in this scope of services.

B. **Stakeholder Interview** – Consultant shall attend a kick-off stakeholder meeting to align the program, vision, and goals of the overall Winchester Area design:

1. Identify and confirm the key program components of the Winchester Development Area.
2. Identify the desired acreage and site placement of the three subareas in relation to the overall project footprint.
3. Identify and confirm the limits of the proposed linear park for further design advancement.

C. **Master Plan Revision** – Consultant shall revise the current Winchester Area Development Master Plan to reflect the revised site programming and the desires of the community and the City of Monroe. Consultant will develop up to two concepts that will present contrasting ways of orienting and characterizing the Winchester Redevelopment and Linear Park. Deliverables will include two concept level illustrative master plans and character imagery to reflect the design intent for the overall project and the specific design of the linear park/trail of history.

D. **Community Engagement Session 1** – Consultant will prepare all necessary maps, illustrations and imagery to successfully gather information required for the design and documentation of the Master Plan and Linear Park:

1. Provide illustrative revised concept(s), supported by precedent imagery and textual descriptions. Exercises will be designed to creatively and meaningfully gather community feedback.
2. The revised concepts will highlight the variety of park "elements" for the community to compare and contrast to help determine community preferences for amenities and overall design character.
3. Opportunities to incorporate the history and character in the park will be explored in the concepts, as well as an exercise for the community to share their ideas.

III. **LINEAR PARK DESIGN ADVANCEMENT**

PHASE 102

A. **Scope Defined** – Following the Master Plan revision and confirmation of development phasing, the design of the linear park will be studied further to refine an understanding of the feasibility, cost and steps needed to finalize the design and Consultant team required for permitting and construction documentation.

B. **Documentation** – Consultant will deliver design drawings that will generally include:

1. Preliminary studies for demolition, erosion control, utility, grading, and drainage.
2. Preliminary lighting concepts and layout, including pedestrian safety and supplemental lighting fixtures.
3. Graphic representation of all park materials, fixtures, and finishing of the linear park.
4. Preliminary trail of history concepts to help initiate and frame future discussions for art installations.
5. Preliminary planting design concepts

C. **Preliminary Utility and Jurisdictional Due Diligence** – Consultant shall coordinate with local jurisdictional review agencies to confirm compliance of linear park design.

D. **Unit Cost Estimate** – Consultant shall provide an order of magnitude cost estimate, delivered in unit cost format. The estimate will be used to set the project budget.

IV. **GREENWAY ALIGNMENT STUDY**

PHASE 103

A. **Project Limits** – The Bearskin Creek Greenway will be extended from Creft Park to Winchester Avenue Community Facility Center.

Mark Watson
February 26, 2025

LandDesign PN: 1024248
Page 11 of 13

- B. **Alternatives Alignment** – Utilizing available GIS data and Client provided digital data, Consultant will study alternative alignments to connect the two park facilities. Each alignment alternative will be analyzed based on the following Client identified criteria: utilizing existing public right-of-way, available properties for potential right-of-way acquisition, DOT restrictions, cost, and safety.
- C. **Community Engagement Session 1** – Review the alignment alternatives in plan and section, with an overview of describing the opportunities and constraints for each alternative in relation to the criteria described above. Community feedback will help determine the preferred alignment that will move forward into a future Feasibility Study.

V. COMMUNITY BRANDING AND WAYFINDING STUDY

PHASE 104

- A. **Scope Defined** – This scope of work outlines the process for creating a place-centered brand that embodies the vision and values of the Winchester community, guided by input from key stakeholders. The brand will serve as a connecting visual thread across various project elements, including open spaces, greenways, linear parks, economic development hubs, and signage/wayfinding. Consultant’s process emphasizes collaboration and community engagement to ensure the final design authentically reflects and resonates with the community.
- B. **Preliminary Research** – Research on local history, existing branding efforts, surrounding land uses and geographies, and community differentiators will be conducted to inform the branding process. Additionally, research will be done on parks and open space precedents with strong branding to present as case studies. The case studies will focus on places which successfully integrate branding into placemaking features such as signage, wayfinding, public art and educational/interpretive elements
- C. **Stakeholder Interview**
 - 1. Focus on establishing goals, vision, and key themes for the community brand and logo. As part of this meeting, a survey exercise and discussion questions will be conducted to gather input from participants.
 - 2. Case studies compiled in Task B “Preliminary Research” will be presented to gather feedback from the stakeholders and community as to the types of placemaking features to incorporate into the project design.
- D. **Brand Refinement** – Based on feedback from the committee, Consultant will present a revised logo concept for review. Consultant will provide one round of revisions for the selected concept to ensure alignment with key stakeholders.
- E. **Community Engagement Session 1**
 - 1. A visual summary of findings from the kickoff survey exercise will be shared during this meeting to align feedback with community input.
 - 2. Consultant will develop and present between 2-3 initial logo concept directions informed by findings from the first engagement session. The logo concepts will include colors, materials, patterns and other imagery that reinforce the vision for Winchester.

Mark Watson
February 26, 2025

LandDesign PN: 1024248
Page 12 of 13

EXCLUSIONS

SERVICES PROVIDED BY OTHERS

1. Contract assumes fees for one (1) community engagement and two (2) stakeholder interview sessions. Additional community engagement may require a change of services contract.
2. Client will coordinate and secure the meeting location, facilities and notification, as well as any meeting expenses.
3. LEED, other certifications of sustainability, energy use, or embodied carbon assessments.
4. Geotechnical testing and reports.
5. ADA analysis and assessment is understood to be provided as necessary under Consultant's contract.
6. Documentation of as-built or existing conditions.
7. Value engineering to reduce costs following approval of the construction documents.
8. Design of site features or specialty fabrications except as outlined in this proposal.
9. Preparation of entitlement submittal package(s) for City/AHJ for approvals.
10. Architectural design services

EXCLUDED SERVICES

1. Traffic impact studies.
2. Irrigation plans, design, and permitting to be assumed as delegated design.
3. Geotechnical engineering. Geotechnical report addressing the recommended pavement design, under drain requirements, seasonal high groundwater table, soil testing, etc.
4. Brownfield and environmental permitting.
5. Survey services.
6. Vertical utility soft digs.
7. Easement agreements/acquisition documents.
8. Signalization design/coordination.
9. Permitting revisions to any approved permits due to plan changes.
10. Changes in Scope of Services.
11. Changes to plan drawings after submittal for jurisdictional review.
12. Materials testing services.
13. Arborist services except as noted in the scope of services above.
14. Construction engineering and inspection (CEI) services.
15. Special inspections.
16. NDPED records for erosion control observations, if required.
17. Water and sewer connection fees.
18. Water system and sewer system development fees.
19. Water feature design consultant.
20. REVIT modeling.
21. Changes required due to contractor errors during construction.
22. 100+1 flood studies, including CLOMR/LOMR.
23. Traffic control plans.
24. Traffic signal design and permitting.
25. Utility pole relocations.

Mark Watson
February 26, 2025

LandDesign PN: 1024248
Page 13 of 13

EXHIBIT B

FEES

COMPENSATION SUMMARY

<u>DESCRIPTION</u>	<u>PHASE (S)</u>	<u>FEE</u>
Project Management and Community Engagement	100	\$14,000
Winchester Avenue Development Master Plan	101	\$9,000
Linear Park Design Advancement	102	\$15,000
Greenway Alignment Study	103	\$8,000
Community Branding and Wayfinding Study	104	\$12,000

HOURLY RATES

Partner	\$200.00 - \$320.00/Hour	Construction Administration Manager	\$100.00 - \$150.00/Hour
Principal	\$190.00 - \$290.00/Hour	Survey Manager	\$130.00 - \$220.00/Hour
Director	\$150.00 - \$280.00/Hour	Professional Surveyor	\$120.00 - \$210.00/Hour
Studio Leader	\$130.00 - \$260.00/Hour	Field Survey Party	\$180.00 - \$240.00/Hour
Senior Designer	\$120.00 - \$220.00/Hour	Survey CAD Technician	\$ 80.00 - \$200.00/Hour
Designer	\$ 80.00 - \$200.00/Hour	Project Assistant	\$ 60.00 - \$ 90.00/Hour

All billing rates are subject to periodic adjustments at the discretion of Consultant.

REIMBURSABLE EXPENSES

Expenses incurred by Consultant in the interest of the Project shall be reimbursable and billed at Consultant's direct costs. Reimbursable expenses shall include, but not be limited to, all shipping and mailing costs, courier services, travel, supplies, printing, and photographic reproductions.