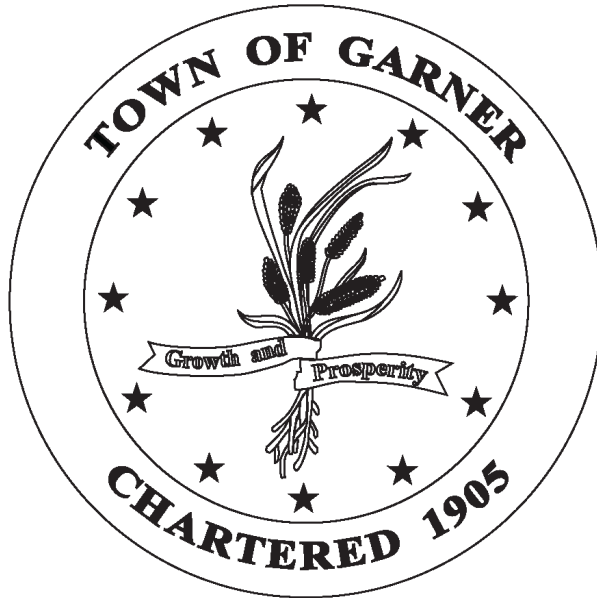


TOWN OF GARNER



Town Council Meeting

February 18, 2020
7:00 p.m.

Garner Town Hall
900 7th Avenue
Garner, NC 27529

**Town of Garner
Regular Session Agenda
February 18, 2020**

Dinner will be served for town officials in the Conference Room at 6:00 p.m.

The Council will meet in a Regular Session at 7:00 p.m. in the Council Chambers located at 900 7th Avenue.

- A. CALL MEETING TO ORDER/ROLL CALL: Mayor Ken Marshburn
- B. PLEDGE OF ALLEGIENCE: Mayor ProTem Kathy Behringer
- C. INVOCATION: Mayor ProTem Kathy Behringer
- D. PETITIONS AND COMMENTS

This portion of the meeting is to receive comments from the public on items not included in this agenda. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. The Board is interested in hearing your concerns but may not take action or deliberate on subject matter brought up during the Petitions and Comments segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda.

- E. ADOPTION OF AGENDA
- F. PRESENTATIONS

- 1. Wake BRT: Southern Corridor Project Kick-off
Presenter: Gaby Lontos-Lawlor, Town Senior Planner and Het Patel, City of Raleigh Senior Transit Planner

The presentation will provide brief background into the Wake Transit Plan and the Wake Bus Rapid Transit (BRT) projects identified in the plan. There will be an overview for the kick-off of Wake BRT: Southern Corridor project.

- G. CONSENT

- 1. Timber Drive Sidewalk Connectors project (C-5604RA)
Presenter: Chris Johnson, Town Engineer

Award CEI contract to SEPI Engineering to cover professional services for construction administration and materials testing in conjunction with the Timber Drive Sidewalk Connectors project (C-5604RA).

Action: Consider authorizing Manager to execute contract with SEPI Engineering, Inc. upon contract concurrence from NCDOT.

- 2. Minutes

Presenter: Stella Gibson, Town Clerk
Council regular meeting and closed session minutes from December 17, 2019.

Action: Consider approving minutes

3. Budget Amendment - 2020 Debt Refunding
Presenter: David Beck, Finance Director

An opportunity to refund the 2010 Build America Bonds became known after the adoption of the original budget for FY 19-20. The amendment presented covers revenue from the new lender, the redemption of the old bonds, and the associated issuance costs.

Action: Consider adopting Ordinance (2020) 4041

H. PUBLIC HEARING

I. OLD/NEW BUSINESS

1. Contract Approval for Space Needs Study
Presenter: Matt Roylance, Asst. Town Manager-Operations

In preparation for upcoming discussions about the Town's next bond referendum, staff recommends hiring a consultant to forecast space needs and do preliminary cost estimates for a new or expanded Public Works facility, Police large evidence storage, and general file storage.

Action: Consider approving contract with IBI Group to perform a space needs study.

J. COMMITTEE REPORTS

K. MANAGER REPORTS

1. Garner Info
2. Building & Permit Report
3. BRT Public Meeting February 20, 4:00 p.m. – 7:00 p.m. at the Garner Senior Center
4. Employee Pancake Breakfast Dates

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. ADJOURNMENT

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 18, 2020		
Subject: Wake BRT: Southern Corridor Project Kick-off		
Location on Agenda: Presentations		
Department: Planning		
Contact: Gaby Lontos-Lawlor, Senior Planner - Transportation		
Presenter: Gaby Lontos-Lawlor, Senior Transportation Planner & Het Patel, City of Raleigh Senior Transit Planner		
Brief Summary: The presentation will provide brief background into the Wake Transit Plan and the Wake Bus Rapid Transit (BRT) projects identified in the plan. There will be an overview for the kick-off of the Wake BRT: Southern Corridor project.		
Recommended Motion and/or Requested Action: Receive as information		
Detailed Notes: Please review attached memo.		
Funding Source: n/a		
Cost: n/a	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JST	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

TO: Honorable Mayor and Members of the Town Council

FROM: Gaby Lontos-Lawlor, Senior Planner - Transportation

SUBJECT: ***Wake BRT: Southern Corridor Project Kick-off***

DATE: February 12, 2020

This memo provides background into the Wake Transit Plan and the Wake Bus Rapid Transit (Wake BRT) projects identified in the plan. It also provides an overview for the kick-off of Wake BRT: Southern Corridor project.

Background/Summary

In November 2016, Wake County voters approved a transit-dedicated half-cent sales tax investment to expand and better connect the public transit network throughout Wake County. The plan identified four (4) big moves/goals:

1. Connect the region;
2. Connect all Wake County communities;
3. Provide frequent, reliable urban mobility; and,
4. Enhance access to transit.

To achieve these goals the Wake Transit Plan implementation includes the following transit improvements in Wake County: Expanding bus service, improving bus stops and shelters, implementing bus rapid transit and building a 37-mile commuter rail system.

Wake Bus Rapid Transit (Wake BRT) Program

The Wake Transit Plan calls for building approximately 20 miles of BRT lanes. The four (4) Wake BRT corridors include:

1. Wake BRT: New Bern Avenue – from downtown Raleigh to New Hope Road

2. Wake BRT: Southern Corridor – S. Saunders Street/S. Wilmington Street from downtown Raleigh to Purser Drive in Garner
3. Wake BRT: Western Corridor – from downtown Raleigh to downtown Cary along Western Boulevard and three (3) alternatives heading into Cary
4. Wake BRT: Northern Corridor – from downtown Raleigh to Crabtree Boulevard along either Capital Boulevard or West Street.

In 2017 and 2018, the Capital Area MPO (CAMPO) initiated and completed the Major Investment Study (MIS) to further examine the four (4) BRT corridors. The MIS produced the following documents to guide the implementation of Wake BRT projects:

- [BRT Peer Review](#) – examined other BRT projects around the country and provided insights for implementing BRT in Wake County.
- [BRT Existing Conditions](#) – reviewed current physical and human environment conditions of corridors where BRT is proposed in Wake County, and provided an assessment of the travel markets for BRT.
- [BRT Design Standards and Performance Measures](#) – provided goals for high-performing BRT service in Wake County, and provided metrics to evaluate how proposed BRT projects would perform.
- [BRT Transportation Problem Identification Statement](#) – explained which transportation challenges BRT is meant to address as part of the Wake Transit Plan.
- [BRT Evaluation Framework Results](#) – applied the BRT Design Standards and Performance Measures to proposed BRT corridors in Wake County to evaluate their potential benefits, and identify issues to be studied further for implementation by the project sponsor.

At the end of the MIS process, CAMPO designated City of Raleigh as the project sponsor for implementation of Wake BRT projects.

Wake BRT: Southern Corridor

The City of Raleigh Department of Transportation – Transit Division (RDOT) staff has organized the kick-off meetings for Wake BRT: Southern Corridor. The Southern BRT Corridor would connect Downtown Raleigh with North South Station and Purser Drive in Garner. The two (2) open house style kick-off meetings will include presentation of BRT alignment alternatives for the corridor from the MIS and highlights from other previous planning studies in the area including the City of Raleigh’s Southern Gateway Study and the Town of Garner Comprehensive Plan and Transportation Plan (Garner Forward). The RDOT staff and Town of Garner staff will be available to discuss the alignment alternatives, answer questions and receive input. The two (2)

meetings will have identical information and structure, one meeting will be held in Garner and the other in Raleigh. The meeting location and information are provided below:

Date: February 20, 2020

Location: Garner Senior Center

Address: 205 E Garner Road, Garner NC 27529

Time: 4:00pm – 7:00pm (presentation at 5:30pm)

Date: February 24, 2020

Location: Victory Church

Address: 2825 S Wilmington Street, Raleigh NC 27603

Time: 4:00pm – 7:00pm (presentation at 5:30pm)

RDOT staff and Town of Garner staff will present select kick-off meeting materials to Town Council at the February 18, 2020 meeting. The feedback received through public engagement efforts will be used to develop recommendations for the Locally Preferred Alternative (LPA). Recommendation for LPA is anticipated in Spring 2020.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 18, 2020		
Subject: Timber Drive Sidewalk Connectors (C-5604RA) - CEI Contract Award - SEPI Engineering		
Location on Agenda: Consent		
Department: Engineering		
Contact: Chris Johnson, PE		
Presenter: Chris Johnson, PE		
Brief Summary: To award CEI contract to SEPI Engineering to cover professional services for construction administration and materials testing in conjunction with the Timber Drive Sidewalk Connectors project (C-5604RA).		
Recommended Motion and/or Requested Action: Authorize Manager to execute contract with SEPI Engineering, Inc. upon contract concurrence from NCDOT.		
Detailed Notes: A solicitation to procure professional services for construction administration and materials testing was advertised in November 2019. Following receipt of 8 proposals, Town staff scored the proposals based on criteria outlined in the solicitation. Staff recommended SEPI Engineering, which received concurrence from NCDOT. SEPI submitted their fee, which was also reviewed and approved by both Town staff and NCDOT. It is now appropriate to obtain concurrence from Town Council to both select SEPI and approve the construction engineering & inspection services fee so a contract may be executed by the Town Manager (pending final contract concurrence by NCDOT).		
Funding Source: General Fund - To be later reimbursed through municipal agreement with NCDOT		
Cost: \$74,915.43	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	CJ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



Town of Garner

900 7th Avenue • Garner, North Carolina 27529
Phone (919) 772-4688 • Fax (919) 662-8874 • www.GarnerNC.gov

ENGINEERING DEPARTMENT MEMORANDUM

DATE: February 4, 2020

TO: John Hodges, Assistant Town Manager

FROM: Chris Johnson, PE - Town Engineer

RE: Timber Drive Sidewalk Connectors (C-5604RA) – CEI Contract (SEPI Engineering)

In conjunction with the recent construction contract bid award, staff solicited a Request for Letters of Intent (RFLOI) in November 2019 in accordance with NCDOT guidelines to procure professional services to provide construction administration and materials testing services on the above referenced project. The work covered under this professional services contract is also eligible for partial reimbursement through the Town's municipal agreement with NCDOT for the C-5064RA project (80% federal/20% local match). The Town received a total of 8 proposals.

The Town created a RFLOI selection team composed of 2 staff members within the Engineering Department (Assistant Town Engineer and Construction Inspector) and 1 staff member from the Planning Department (Transportation Planner). Each member of the selection team independently scored firms based on the criteria outlined in the RFLOI (1- Firm's experience, 2-Proposed staff experience, and 3- Firm's understanding of project specific issues). Based on the scoring results of the Town's selection team, SEPI was unanimously identified as the most qualified firm. This selection was submitted to NCDOT for review/concurrence, which was approved on December 31, 2019 (letter attached for reference).

Following the initial consultant selection and scoring concurrence from NCDOT, SEPI prepared and submitted a fee for the work scope on this project. The fee was reviewed by Town staff and also submitted to NCDOT for their review/concurrence. The CEI fee was reviewed and approved by NCDOT on February 3, 2020 (letter attached for reference).

Given the completion of the RFLOI solicitation process, including both the consultant selection and fee review, it is now appropriate to obtain concurrence from Town Council to select SEPI and approve the fee as submitted so a contract may be executed, pending final concurrence with the contract by NCDOT. Standard contract provisions for Non-Federal Entity Contract Under Federal Awards (attached) have been provided by NCDOT so the applicable provisions are incorporated into the Town's standard contract template to ensure all federally funded contract requirements are properly addressed. The Interim Town Attorney has been made aware of these provisions and has approved the amended contract with these provisions incorporated.

STAFF RECOMMENDATION

Award the CEI contract for the Timber Drive Sidewalks Connectors (C-5604RA) to SEPI Engineering in the amount of \$74,916 and authorize the Town Manager to execute the CEI contract following final contract concurrence by NCDOT.

Enclosures

cc: David Beck, Finance Director



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

December 31, 2019

Mr. Chris Johnson, PE
Town Engineer
Town of Garner

via EBS Portal

RE: Concurrence with Consultant Selection Process
Town of Garner, Wake County
TIP #C-5604RA; WBS Element: 43714.3.13
Project Name: Timber Drive Sidewalk Connectors

Dear Mr. Johnson:

This letter is to advise that the Department of Transportation concurs with the selection of SEPI as a result of your recent RFQ process on the subject project. The Town should retain documentation related to evaluation and selection of the consultant(s) in the event of an audit. This letter also serves as your authorization to commence negotiations with this firm to perform the required Construction Administration and Material Testing services.

Following are directions to the estimate form that must be completed by the consultant as a part of the negotiation process. The Department will need to review the completed document to verify that it is within an acceptable cost range.

Construction Engineering and Inspection:

- Go to <https://connect.ncdot.gov>
- Click on "Doing Business"
- Click on "Consultants"
- Click on "Guidelines and Forms"
- Under Forms, select "CEI (and VARIOUS) TECHNICIANS' SCOPE and ESTIMATE Form"

IMPORTANT: Please follow directions on forms for downloading, entering, and saving data to ensure that the formulas will work correctly.

After review by the Town, please submit the form to me for further review by the Department. If you have any questions, please contact me at 919-707-6626 or by e-mail at mtmatthews@ncdot.gov.

Sincerely,

Marta Matthews
Local Programs Management Office



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

February 3, 2020

Mr. Chris Johnson, PE
Town Engineer
Town of Garner

SUBJECT: Final Review of Cost Proposal
Town of Garner, Wake County
Project TIP #: C-5604RA; WBS Element: 43714.3.13
Federal Aid #: CMAQ 508(009)
Timber Drive Sidewalk

Dear Mr. Johnson:

The Department of Transportation has reviewed the cost proposal from SEPI and concurs with the estimated cost of \$74,915.43 as reasonable and appropriate with Department policies and guidelines.

If the scope of work with the consultant is modified and the costs change, please submit a new cost estimate for the additional work for Department review, prior to entering into a supplemental agreement with the consultant.

At this time, please submit a draft contract for review. You may find *Contract Provisions for Non-Federal Entities* on our website at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>. It is the LGA's responsibility to ensure applicable federal contract provisions are included in your contract with your consultant.

If you have any questions, please contact me at 919-707-6626. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Marta Matthews".

Marta Matthews
Local Programs Management Office



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

Roy Cooper
GOVERNOR

01/30/20

James H. Trogon, III
SECRETARY

MEMORANDUM TO: Sheila Gibbs
Division of Aviation

SUBJECT: Review of Costs/Rates Proposed By
Sepi
Town of Garner - Timber Drive Sidewalk C-5604RA

1. Purpose & Scope

We have reviewed the proposed costs/rates of the above to determine if they are allowable. This review is in accordance with procedures of the North Carolina Department of Transportation External Audit Branch.


2. Results of Review

A. **Sepi**


<u>Description</u>	<u>Amount Proposed</u>	<u>Costs Questioned</u>	<u>Costs Not Evaluated</u>
Direct Labor	\$ 28,795.63	\$ -	\$ -
Overhead	33,464.28	-	-
Fee	5,603.40	-	-
Cost of Capital	213.09	-	-
Direct Costs	<u>6,839.03</u>	<u>-</u>	<u>-</u>
TOTAL	<u>\$ 74,915.43</u>	<u>-</u>	<u>\$ -</u>

3. Recommendations

- A. Please respond in writing as to the results of final negotiations.
- B. It is requested that a copy of the final cost/rate estimate be attached to the agreement when entered into SAP. Please scan a copy of this audit report as well.


Lonnetta Raynor, Manager
Consultant, Utility, Rail, Turnpike

Prepared By:


Alisha Pruitt
Senior External Auditor
Consultant, Utility, Rail, Turnpike

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR ENGINEERING SERVICES

THIS CONTRACT is entered into by and between **SEPI Engineering & Construction, Inc.** hereinafter referred to as the “Engineer” and the Town of Garner, a North Carolina municipal corporation. hereinafter referred to as the “Town”.

WITNESSETH

WHEREAS, the Town desires to procure an Engineer to perform services, and

WHEREAS, the Town has completed necessary steps for retention of professional and other services under applicable Town policies, and

WHEREAS, the Town has agreed to engage the Engineer and the Engineer has agreed to contract with the Town for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Engineer, and other good and valuable consideration the Engineer and Town do contract and agree as follows:

1. Scope of Services/Description of Project

Project C-5604RA – Timber Drive Sidewalk will involve the construction of sidewalks along Timber Drive (SR 2812) on the south side of Timber Drive between Stowe Place and Blanton Street, and between Harth Drive and Timber Crossing Shopping Center that will add approximately 0.7 miles of five (5) foot wide sidewalks and accessibility ramps to provide continuous sidewalk facilities on the south side of Timber Drive.

The Engineer will serve as the Town's professional engineering representative in those tasks of the project to which this Contract applies and will give consultation and advice to the Town during the performance of their services.

The Engineer will provide services as described in the following Exhibits, which are attached to and made part of this Contract. **Scope of Services, Schedule of Fees, and Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.**

The Engineer now has or will secure at their expense, including subconsultants, all personnel and facilities required to perform the services to be rendered under this Contract. Such personnel are not employees of, nor have they any direct contractual relationship with the Town. The Engineer is authorized to engage subconsultants, including surveyors, geotechnical and materials testing firms, to assist in the work included under this Contract to the extent such services are included herein. No subcontract work is authorized for which the Town will incur any costs beyond those agreed upon and set forth in Section 4.

2. Services Provided by the Town

It is understood that certain services as required may be performed and/or furnished by the Town. These services may include the following:

Assist the Engineer by placing at their disposal all available information pertinent to the project, including previous reports and other relative data;

Assist in gaining access to and making all provisions for the Engineer to enter upon public and private property as required for performance of their services described herein;

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared by the Engineer, obtaining advice of legal counsel and/or such other consultants as the Town deems appropriate for such examination and rendering in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the Engineer;

Giving prompt written notice to the Engineer whenever the Town observes or otherwise becomes aware of any problems or changed circumstances in the project;

Furnishing the Engineer in a timely manner with copies of pertinent correspondence relating to this project, which would not have otherwise been delivered to the Engineer;

Designate in writing a person to act as the Town's representative with respect to the work to be performed under this Contract, such person(s) shall have complete authority to transmit instructions, receive information, interpret and define Town's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Contract;

The Town shall provide to the Engineer such information as is available to the Town for rendering of services hereunder. The Engineer may rely on the sufficiency of such information;

Insofar as any of the above services are necessary for the Engineer's performance of their obligations under this Contract the Town shall be responsible for providing such services in a satisfactory and timely manner so as not to delay the Engineer in their performance thereof.

3. Schedule/Time of Performance

The work to be performed and the services rendered under this Contract shall commence as directed by the Town and are intended to follow the proposed construction schedule for the project which is approximately 120 days from the notice to proceed. This agreement will cover the duration of construction, as well as any additional time required to closeout the project correspondence with the Town, Contractor, and NCDOT in accordance with the requirements in the LAPP program.

The Engineer shall not be held responsible for any delays in time of completion resulting from:

- The Town's failure to carry out any of the responsibilities listed under Section 2 in a timely manner;
- Failure of approving agencies to provide timely approval of permit and encroachment applications;
- Additional Services;

- Any other Circumstances beyond the reasonable control of the Engineer including but not limited to natural disasters, adverse weather, or acts of the Town, third parties, or other governmental agencies.

4. Compensation/Time of Payment

For services to be performed hereunder the Town shall pay the Engineer based on cost plus by tracking actual manhours at the approved hourly rates submitted. The total cost of this contract shall not exceed \$ **74,915.43** without prior approval by the Town of Garner.

Requests for payment(s) shall be made as follows:

- Fees will be invoiced monthly based upon actual manhours for services performed as of the invoice date. Any work performed above and beyond the total cost of this contract shall be approved **in advance** by the Town of Garner via an executed supplemental agreement.
- The standard Town of Garner payment term is NET 30 days from the date of receipt and approval of the invoice by the Town.

5. Standard of Care

Engineer shall perform for or furnish to Town professional engineering and related services in all phases of the project to which this Contract applies as hereinafter provided. Engineer shall serve as Town's prime design professional and engineering representative for the project providing professional engineering consultation and advice with respect thereto. Engineer may employ such Engineer's Consultants as Engineer deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. Engineer shall not be required to employ any Engineer's Consultant unacceptable to Engineer.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

6. Opinions of Probable Construction Cost

Engineer's Opinions of Probable Construction Cost provided for herein are to be made based on Engineer's experience and qualifications and represent Engineer's best judgement as an experienced and qualified Professional Engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the Engineer. If the Town wishes greater assurance as to probable Construction Cost, Town may employ an independent cost estimator.

7. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

Town of Garner
Attn: Chris Johnson, PE, MPA
Telephone: 919-773-4420
900 7th Avenue

SEPI Engineering & Construction, Inc.
Neil Lassiter
252-531-0064
1 Glenwood, Suite 600

Garner, NC 27529

Raleigh, NC 27603

8. Non-discrimination

In consideration of the signing of this Contract, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract, no matter how remote.

9. Minority or Women Owned Businesses

The Town of Garner prohibits discrimination in any manner based on race, color, creed national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The Town of Garner has adopted a goal of 10% for participation by minority or women-owned businesses to reach the above stated goal.

The percentage of MWBE business participation engaged in this contract based on total contract amount is proposed to be 10%. Any variation from this amount is to be immediately conveyed to the Town by written notice.

10. Assignment

Neither the Town nor the Engineer will assign, sublet, or transfer their interest duties, or obligations hereunder without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it create any rights or benefits to parties other than the Town and the Engineer, except such other rights as may be specifically called for herein.

11. Applicable Law/Forum/Mediation

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division. Participation in a non-binding mediation is a condition precedent to filing any lawsuit arising out of this Contract.

12. Insurance

Engineer agrees to maintain, on a primary basis and at their sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by Engineer is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Engineer under this Contract.

Commercial General Liability - Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability - Limits of no less than \$1,000,000 Combined Single Limit Coverage shall include liability for Owned, Non-Owned and Hired automobiles In the event Engineer does not own automobiles, Engineer agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto

Liability policy Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a Town of Garner site.

Worker's Compensation & Employers Liability - Engineer agrees to maintain Worker s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and Employers Liability insurance with limits of no less than \$1,000,000 each accident, each employee and policy limit Waivers of Indemnity are not recognized by the North Carolina Department of Insurance and will not be accepted by the Town of Garner.

Additional Insured - Engineer agrees to endorse the Town as an Additional Insured on the Commercial General Liability and any insurance coverage obtained in addition to those set forth herein. The Additional Insured shall read "Town of Garner as its interest may appear."

Certificate of Insurance - Engineer agrees to provide the Town a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Engineer's insurer If Engineer receives a non-renewal or cancellation notice from an insurance earner affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Engineer agrees to notify the Town within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance The Certificate Holder address should read:

Town of Garner
Town Manager
900 7th Avenue
Garner, NC 27529

Umbrella or Excess Liability - Engineer may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies Engineer agrees to endorse Town of Garner as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability - Limits of no less than \$1,000,000 each claim.

All insurance companies must be admitted to do business in North Carolina and be acceptable to the Town of Garner. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the Town for approval before commencing work. Engineer shall be required to provide the Town no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Contract.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified. The acceptance of or the review of Certificates of Insurance by the Town of Garner does not relieve Engineer of any requirements in the contract to provide specific insurance coverage required by the contract, nor does the acceptance of or review of Certificates of Insurance covenant all insurance

requirements have been met.

13. Indemnity

To the fullest extent permitted by law, the Engineer shall indemnify, defend and hold harmless the Town and each of the Town's officers, officials, employees, agents and independent contractors (excluding the Engineer) from and against any and all losses, damages, costs, expenses (including attorneys' fees), obligations, duties, fines penalties, royalties, interest charges and other liabilities (including settlement amounts) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings (i) arising from the Engineer's failure to perform its obligations under this Contract, (ii) arising from any act of negligence or willful misconduct by the Engineer or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible, (iii) arising from the Engineer's violation of any law (including, without limitation, immigration laws), (iv) seeking payment for labor or materials purchased or supplied by the Engineer or its subcontractors in connection with this Contract, (v) any claim that the Engineer or an employee or subcontractor of the Engineer is an employee of the Town, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like, or (vi) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any products or deliverables provided to the Town pursuant to this Contract ("Infringement Claims"). If an Infringement Claim occurs, the Engineer shall either (i) procure for the Town the right to continue using the affected product or service, or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the Town shall not be adversely affected by such replacement or modification. If the Engineer is unable to comply with the preceding sentence within thirty (30) days after the Town is directed to cease use of a product or service, the Engineer shall promptly refund to the Town all amounts paid under this Contract. Nothing herein is intended to require of a design professional any duty from which such design professional is relieved by S2019 -92, HB 871.

14. Intellectual Property

Any information data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Engineer under this Contract shall be kept as confidential proprietary information of the Town and not divulged or made available to any individual or organization without the prior written approval of the Town. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the Town and not the Engineer.

The Engineer shall maintain the right of reuse to any drawings or specifications provided or furnished by the Engineer. The Town acknowledges that such drawings or specifications are not intended or represented to be suitable for reuse by the Town or others on extensions of the project or on any other project.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks, and trade secrets invented, developed, created, or discovered in performance of this Contract shall be the property of the Town.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographic designs, text, software, or documentation created as part of the Engineer's performance of this project shall vest in the Town. Work of authorship and contributions to works of authorship created

by the Engineer's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 USC 201.

15. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

16. Advertising

The Engineer shall not use the existence of this Contract, or the name of the Town of Garner, as part of any advertising.

17. Cancellation

The Town may terminate this Contract at any time by providing thirty (30) days written notice to the Engineer. In addition, if Engineer shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the Town shall have the right to terminate this Contract by giving written notice to the Engineer and termination will be effective upon receipt. Engineer shall cease performance immediately upon receipt of such notice.

In the event of early termination, Engineer shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the Town. Notwithstanding the foregoing, in no event will the total amount due to Engineer under this section exceed the total amount due Engineer under this Contract. The Engineer shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract, and the Town may withhold any payment due to the Engineer for the purpose of setoff until such time as the Town can determine the exact amount of damages due the Town because of the breach.

Payment of compensation specified in this Contract its continuation or any renewal thereof is dependent upon and subject to the allocation or appropriation of funds to the Town for the purpose set forth in this Contract.

18. Laws/Safety Standards

The Engineer shall comply with all laws ordinances codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business including those of Federal, State and local agencies having Jurisdiction and/or authority.

Engineer must comply with North Carolina Occupational Safety and Health Standards for General Industry, 29 CFR 1910. In addition, Engineer shall comply with all applicable occupational health and safety and environmental rules and regulations. Engineer shall effectively manage their safety and

health responsibilities including:

A. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Engineer managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

B. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

C. Employee Education and Training

Provide education and training to all Engineers' employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

19. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the Town by the Engineer are subject to the public records laws of the State of North Carolina and it is the responsibility of the Engineer to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Town. Engineer understands and agrees that the Town may take any and all actions necessary to comply with federal, state, and local laws and/or Judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

20. Miscellaneous

The Engineer shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Contract and will reimburse the Town for the replacement value of its loss or damage.

The Engineer shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Engineer represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the Town.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

21. Right of Audit and Examination of Records

The Town of Garner may conduct an audit of Engineer's financial performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such an audit, Engineer agrees to provide the Town with reasonable access to Engineer's employees and make all such financial performance and compliance records available to the Town. The Town agrees to provide the Engineer with an opportunity to discuss and respond to any findings before a final audit report is issued. Records shall be made available for three (3) years after the final payment.

A. The Town may conduct an audit of any services performed and fees paid subject to this Contract. The Town, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.

B. The Engineer and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The Town, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.

C. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the Town's sole discretion, relate to matters, rights, duties or obligations of this Contract.

D. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.

E. Engineer shall provide the Town or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.

F. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.

G. The Engineer shall reimburse the Town for any overcharges identified by the audit within ninety (90) days of written notice of the Town's findings.

22. E – Verify

Engineer shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Engineer's knowledge, any subcontractor employed by Engineer as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

23. Iran Divestment Act Certification

Engineer certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Engineer shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

24. Companies Boycotting Israel Divestment Act Certification

Engineer certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

25. Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- **Scope of Services**
- **Schedule of Fees**
- **Certificate of Insurance**

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

26. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

27. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

28. Mandatory Standards

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

29. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

30. Procurement of Recovered Materials

CONSULTANT and any subcontractors agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

31. Professional Services Contract - Pursuant to Title 23 CFR 172,

Procurement, Management, and Administration of Engineering and Design Related Services, contract provisions related to Professional Services Contracts, are included by reference as exhibit in Item 1.

THIS CONTRACT is entered into this _____ day of _____, 2020.

IN WITNESS WHEREOF, the Engineer has executed the foregoing with the signature(s) of its duly authorized officer(s). under seal, and the Town has executed with the signature of its Town Manager, attested by its (Assistant/Deputy) Clerk, with the official seal affixed, the day and year first above written.

ENGINEER

TOWN OF GARNER

By:

By:

C.E. "Neil" Lassiter
Sr. Vice President, CEI Director

Rodney Dickerson
Town Manager

(If corporate)

ATTEST:

ATTEST:

By:

By:

Name
Title

Stella Gibson
Town Clerk

**THIS INSTRUMENT APPROVED
AS TO FORM**

Town Attorney

(Affix Corporate Seal)

(Affix Town Seal)

RALEIGH

1 Glenwood Ave
Suite 600
Raleigh, NC 27603
O: 919.789.9977
F: 919.789.9591

CHARLOTTE

11020 David Taylor Dr
Suite 300
Charlotte, NC 28262
O: 704.714.4880
F: 704.714.4885

WILMINGTON

5030 New Centre Dr
Suite B
Wilmington, NC 28403
O: 910.523.5715
F: 910.523.5716

BELHAVEN

3644 Pungo Creek Dr
Pinetown, NC 27865
O: 252.964.6900
F: 252.964.6894

CHARLESTON

460 King St
Suite 200
Charleston, SC 29403
O: 843.804.8486
F: 843.203.9049

January 2, 2020

Chris Johnson, PE, MPA
Engineering Department
Town of Garner
900 7th Avenue
Garner, NC 27529

Subject: **Town of Garner – Timber Drive Sidewalk – C-5604RA - Construction Engineering & Inspection Services**

Dear Mr. Johnson,

SEPI Engineering & Construction, Inc. (SEPI) is pleased to provide the Town of Garner with a scope and fee proposal for Professional Construction Engineering and Inspection Services for the **Timber Drive Sidewalk (C-5604RA) Project**. This estimate is based upon our understanding of the project information and scope of work as provided in the project contract and plans by the Town of Garner.

SEPI offers our clients a wide spectrum of services and we pride ourselves on being a full-service civil engineering and construction management firm with a 19-year history of providing professional engineering consulting services throughout North Carolina and the southeastern United States. Our services include site/civil engineering; land planning; surveying; environmental; planning; roadway design; traffic engineering; water resources; environmental remediation; construction engineering and inspection; and operations and maintenance. Our multi-disciplined structure enables SEPI to provide full consulting services for every step of a project from inception to implementation. SEPI is a certified Women’s Business Enterprise (WBE) in North Carolina, South Carolina, and Virginia. Our corporate office is located in Raleigh, with branch offices located in Charlotte, Wilmington, and Belhaven North Carolina; and in Charleston, South Carolina.

Scope and Fee

Our scope of services includes your potential desire to have all construction management duties, material verification, and materials testing associated with this project, performed to minimum NCDOT specifications. The scope of this project would include the following:

- * Standard proctor value on the subgrade;
- * In place density testing on the subgrade in accordance with NCDOT protocols;



- * In place density testing on the aggregate base in accordance with NCDOT protocols;
- * Preparation of 7 and 28 day cylinders and strength testing of field samples of concrete samples;
- * Conduct all concrete field testing (which includes concrete air entrainment and concrete slump);
- * Produce concrete test cylinders and deliver to third party laboratory for testing;
- * Perform sampling for all appropriate materials on the project;
- * Monitor sedimentation and erosion control devices and document revisions to include in project "as-builts";
- * Monitor traffic control plans for compliance;
- * Monitor utility conflicts and relocations;
- * Maintain project documentation in accordance with minimum NCDOT standards;
- * Perform claims avoidance for client;
- * Provide project closeout.

SEPI construction technicians will have all equipment necessary to conduct their work in their possession at all times. All equipment will be well maintained, recently calibrated, and in good working order. SEPI will provide appropriate vehicle for requirements of project. SEPI will provide reliable computer with WIFI capability.

The Construction Technician has the ability to inspect construction phases for roadway/structure construction projects under the supervision of the construction project manager, or other supervisory personnel. The work by the Construction Technician is predicated upon the requirement to act and make decisions independently for routine project issues and to foster partnering relationships with the **Town of Garner**, contractors, the general public, or other project stakeholders. The Construction Technician will monitor the work of contractors to ensure quality control and contractor compliance of moderate complexity. The inspector will be flexible in his responsibilities and will use the direction of the engineer to incorporate plan changes and/or non-conformance of the contractor. This technician also maintains diaries and other project documentation. The technician will also provide cost documentation of pay quantities accurately and in a manner satisfactory to the Town and in accordance to NCDOT standard procedures.

The SEPI Construction Manager's function is to manage the assigned elements of a construction project to assure quality of the contractor's compliance with the plans and contract documents, conduct preconstruction meetings, conduct monthly progress meetings, prepare reports, approve pay applications from contractor, manage project personnel staffing, project inspection, and contract administration.

The fees noted below include travel time and management/coordination/administration. Any direct expenses required beyond those considered customary will be reviewed with the **Town of Garner** for approval prior to expense.



Introduction:

SEPI Engineering & Construction (SEPI) will be assisting the **Town of Garner** on Construction Engineering and Inspection and Construction Materials Testing services for the subject project.

Description of Work Required:

Based upon information provided by the **Town of Garner**, contract documents, and plans, construction technicians are needed for the inspection of the construction of the **Timber Drive Sidewalk Project**. Scope of work will include inspection of subgrades; compaction testing of fill soils; concrete material sampling and testing; roadway grading inspection; drainage; monitoring sedimentation and erosion control devices; monitoring traffic control; monitor utility conflicts and relocations; inspection of asphalt repair/laydown; signage; and pavement markings as needed for this project in accordance to minimum NCDOT standards.

Project Administration:

- 1.1 General Administration
- 1.2 Project construction administration will be directed by the **Town of Garner (TOG)**
- 1.3 SEPI will take direction from **TOG** on schedule;
- 1.4 SEPI will coordinate all contractor communications with **TOG** Project Manager
- 1.5 SEPI fee is based upon on an average 40 hours/week. Actual time invoiced will be based upon time on the project and performing duties associated with **TOG** project.
- 1.6 SEPI will observe and inspect project per project contract, plans, permits, NCDOT Standards and Specifications, and any governing **Town of Garner** specifications.

General Design:

- 2.1 Project Quantities - SEPI will follow design plans (and any field plan revisions) to calculate quantities and document material received in accordance with NCDOT standard practices and will be based upon the latest version of the Standard Specifications and Project Special Provisions (2018).
- 2.2 Project Special Provisions - SEPI will observe and interpret the project special provisions for this project using the most current revisions in the contract document.

Construction Engineering and Inspection Services:

- 3.1 Daily Inspection - SEPI will observe daily operations of contractor per NCDOT standards and specifications.
- 3.2 Project Diaries - SEPI will document daily operations of contractor per NCDOT standards and specifications, and in accordance to the NCDOT Construction Manual



with the approved daily report form. All needed forms will be identified prior to project to ensure correct documentation is used.

3.3 Materials Received - SEPI will record all material received per NCDOT standards specifications and in accordance to the NCDOT Construction Manual, unless otherwise noted.

3.4 Maintain Pay Record Book - SEPI will record and document pay items per NCDOT standards, specifications, and the NCDOT Construction Manual, unless otherwise noted.

3.5 Coordinate Material Testing - SEPI will coordinate all laboratory testing with a certified testing laboratory.

3.6 Subgrade Evaluation - SEPI will observe and inspect subgrade operations, including density tests.

3.9 Material Testing - where appropriate and identified by scope, SEPI will provide field testing per NCDOT standards and specifications and within frequencies specified in the NCDOT Minimum Sampling Guide. All testing technicians assigned to this project will be certified by NCDOT.

QA/QC:

4.1 As part of SEPI's QA/QC process, SEPI's Project Manager will conduct project inspections to ensure compliance and quality of work.

4.2 On-Site PM Review - This will be done as needed for a documentation review

4.3 Coordination with job progress will be part of the QC process.

4.4 Monthly Progress Meetings will be held with **TOG**, contractor, and other stakeholders.

Project Schedule:

5.1 SEPI will coordinate the monitoring of work associated with this project when the scope and fee is approved by **TOG**.

Exclusions:

6.1 If additional services are needed, this will be further negotiated.

Invoicing:

7.1 SEPI will send invoices on a monthly basis.

Estimate

Our Labor Structure Fee Schedule is:

Refer to the attached NCDOT estimate spread sheet.

Scope of work will include compaction testing of fill soils as needed. The SEPI inspector will provide concrete testing and inspection and lab testing services through our Sub-contractor for determining the compressive strength of the





concrete. We will inspect grading; drainage; ABC base installation; asphalt surfacing and repair; utility installation; pavement markings and signage; seeding; and document control.

**Construction Technician(s) – 1015; Project Manager - 24 hours.
Total 345Cost with labor and directs - \$74,915.43**

Construction technician time is based on a seven-month (7) construction/closeout period.

Statement of Firm Being on Register.

SEPI is properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveys and carries the requested professional liability insurance coverage.

We have the financial capacity to undertake this assignment and have the accounting system to identify project costs accurately.

STATEMENT OF FIRM BEING ON REGISTER

SEPI is properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveys and carries the requested professional liability insurance coverage.

We have the financial capacity to undertake this assignment and have the accounting system to identify project costs accurately.

DATE OF MOST RECENT PRE-QUALIFICATION

SEPI submitted our Private Engineering Firm Qualification Package (From-PREQUAL-1) and Private Consulting Firm Questionnaire for renewal on June 1, 2018. The SEPI Team will comply with all applicable federal, state, and local regulations regarding equal employment opportunity.

SEPI maintains Workers Compensation Insurance and General Liability Insurance coverage of \$2,000,000 for our Firm. Upon receipt of a Notice of Intent to Award (NIA) and/or Notice of Award, our team can provide Certificates of Insurance.

CONFIDENTIALITY

This proposal was prepared by SEPI solely for your internal use in evaluating SEPI's services. SEPI considers the pricing technical and business information containing in this estimate to be proprietary and confidential. This proposal and the information contained herein shall not be used for any purpose other as specifically stated above and shall not be disclosed to any other party without SEPI's prior written consent.





Sincerely,

C. E. "Neil" Lassiter, PE
Senior Vice-President - CEI Division Manager

The return of this executed document will serve as the Notice to Proceed.

Accepted By:

Print: _____

Signature: _____

Date: _____



Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

NCDOT is providing the following list of contract provisions (as noted by the US Code or the Code of Federal Regulations) that should be included in all contracts or subcontracts that include federal funding.

- Title 2 CFR 200 is the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and is applicable government-wide to any contract with Federal Funding. Appendix II contains a list of contract provisions that should be included in contracts.
- Title 23 CFR 172 is the *Procurement, Management, and Administration of Engineering and Design Related Services*, subject to the provisions of 23 USC 112(a) – related to construction. Contract provisions that are not already included in 2 CFR 200, are listed below. These should be included in all professional engineering contracts.
- Construction Contracts, funded under Title 23 of the US Code (Federal-aid Highway Program), have specific required contract provisions. Resources to build the contract proposal and include appropriate provisions are listed below.

IMPORTANT: It is the Local Government Agency responsibility to ensure all provisions are included in relevant contracts, in which federal funds are participating. You may need to consult with your legal representative or contracts office to ensure your contracts are in compliance.

ALL CONTRACTS AND SUB-CONTRACTS WITH FEDERAL FUNDS

Pursuant to Title 2 Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, **the following list of contract provisions should be incorporated into every sub-recipient contract, if federal funds will be used on the contract.** Please note applicability requirements.

2 CFR 200, Appendix II

<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-appII.xml>

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.



(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage

determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research

work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

PROFESSIONAL SERVICES CONTRACTS

Pursuant to Title 23 CFR 172, *Procurement, Management, and Administration of Engineering and Design Related Services*, the following contract provisions should be included, either by reference or by physical incorporation into the language of each contractor or subcontract, as applicable. Provisions that are **not** already noted in 2 CFR 200 are in **bold**.

- (i) Administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and provide for such sanctions and penalties as may be appropriate;
- (ii) **Notice of contracting agency requirements and regulations pertaining to reporting;**
- (iii) **Contracting agency requirements and regulations pertaining to copyrights and rights in data;**
- (iv) **Access by recipient, the subrecipient, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions;**
- (v) **Retention of all required records for not less than 3 years after the contracting agency makes final payment and all other pending matters are closed;**
- (vi) Standard DOT Title VI Assurances (DOT Order 1050.2);
- (vii) **Disadvantaged Business Enterprise (DBE) assurance, as specified in 49 CFR 26.13(b);**
- (viii) **Prompt pay requirements, as specified in 49 CFR 26.29;**
- (ix) **Determination of allowable costs in accordance with the Federal cost principles;**
- (x) **Contracting agency requirements pertaining to consultant errors and omissions;**
- (xi) **Contracting agency requirements pertaining to conflicts of interest, as specified in 23 CFR 1.33 and the requirements of this part; and**
- (xii) A provision for termination for cause and termination for convenience by the contracting agency including the manner by which it will be effected and the basis for settlement.
- (xiii) All contracts and subcontracts exceeding \$100,000 shall contain, either by reference or by physical incorporation into the language of each contract, a provision for lobbying certification and disclosure, as specified in 49 CFR part 20.

CONSTRUCTION CONTRACTS

NCDOT has developed guidance to help Local Government Agencies build a contract proposal for highway construction projects that complies with applicable federal and state requirements. LGAs should reference this website first for assistance and direction on developing contract documents:

<https://connect.ncdot.gov/municipalities/Pages/Bid-Proposals-for-LGA.aspx>

For other non-highway construction or service contracts, please reference FHWA's Contract Provision matrix, noting applicability requirements:

<http://www.fhwa.dot.gov/construction/contracts/provisions.cfm>

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 18, 2020		
Subject: Council Meeting Minutes		
Location on Agenda: Consent		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Stella Gibson, Town Clerk		
Brief Summary: Council meeting minutes from December 17, 2019 Closed session minutes from December 17, 2019		
Recommended Motion and/or Requested Action:		
Detailed Notes:		
Funding Source: n/a		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SG	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

**Town of Garner
Town Council Meeting Minutes
December 17, 2019**

The Council met in regular session at 7:00 p.m. in the Garner Town Hall located at 900 7th Avenue.

CALL MEETING TO ORDER/ROLL CALL:

Present: Mayor Ken Marshburn, Mayor ProTem Kathy Behringer, Council Members Gra Singleton, Elmo Vance, Demian Dellinger, and Phil Matthews

Staff Present: Rodney Dickerson-Town Manager, Matt Roylance-Asst. Town Manager-Operations, John Hodges-Asst. Town Manager-Development Services, David Bamford-Planning Services Manager, David Bamford-Planning Services Manager, Chris Johnson-Inspections Director, Fred Baggett-Interim Town Attorney, and Stella Gibson-Town Clerk

PLEDGE OF ALLEGIANCE: Mayor Ken Marshburn

INVOCATION: Mayor Ken Marshburn invited Rev. Travis Tobin of the First Baptist Church to deliver the invocation.

PETITIONS AND COMMENTS

Ricky Pearce, 1810 Vandora Springs Road, expressed frustration regarding the cancellation of the Christmas parade.

ADOPTION OF AGENDA

Motion: Singleton
Second: Matthews
Vote: 5:0

PRESENTATIONS

CONSENT

Hazard Mitigation Plan: Wake Multi-Jurisdictional

David Bamford, Planning Services Manager

Garner participates in a multi-jurisdictional hazard mitigation plan that includes Wake County, Apex, Cary, Fuquay-Varina, Holly Springs, Knightdale, Morrisville, Raleigh, Rolesville, Wake Forest, Wendell, and Zebulon. The current Plan was approved in 2015 by FEMA and expires on January 28, 2020. Wake County hired a consultant to assist with updating the Plan. The new Plan will expire in December 2024. The purpose of the plan is to provide a blueprint for community officials to use for reducing vulnerability to natural hazards that impact the county and its jurisdictions. All jurisdictions are being asked to formally endorse the Plan.

Action: Move discussion of Item 2, Amendment to Section 2-20 of Town Code, to the end of Old/New business.

Amendment to Section 2-20 of Town Code

Presenter: Rodney Dickerson

Amend Sec. 2-20 of Town Code to read, "Such minutes shall be presented to the Council for approval at a regular meeting." Sec. 2-20. - Minutes. Minutes of all meetings of the town council shall be kept and recorded by the town clerk in a permanent minute book. Such minutes shall be presented to the council for approval at the following regular meeting. Correction of minutes of preceding meetings shall be made only by a majority vote of the members of the council present. (Ord. No. 1005, § 1(7), 4-6-59)

Action: Adopt Ordinance (2019) 4035

Nuisance Abatements

Presenter: David Beck, Finance Director

Resolution declaring certain delinquent nuisance abatements as a lien on property. This resolution authorizes Wake County to add these abatement costs to Wake County property tax bills.

Action: Adopt Resolution (2019) 2402

Motion: Dellinger
Second: Singleton
Vote: 5:0

Action: Approve Items 1 and 3.

Motion: Singleton
Second: Matthews
Vote: 5:0

PUBLIC HEARINGS

Mayor Marshburn explained the procedures to be followed during these hearings and asked Council if there were any reasons that would prevent them from making an impartial decision and to disclose any exparte communications. Hearing none, the Town Clerk administered the Affirmation of Oath to the following: David Bamford, Alison Jones, Steve Simpson, Erich Wilkinson, Arnaldo Echevarria, Sherri Phillips, Brad Hart, Gordon Poulson, Sharron Hagersmith, Tom Johnson, Randy Herman, Joshua Reinke, Jonathan Allen, Gina Wadsworth, Josh Teagen, and Stuart Presnell.

Mayor Marshburn opened the hearing and asked staff to provide the staff report.

CUP-SP-19-18, Advance Concrete

Presenter: Alison Jones, Planner

Conditional use site plan (CUP-SP-19-18) request submitted by Advance Concrete for 20,000 square feet of office/warehouse space on a 6.20 +/- acre site which is located at 4500 Waterfield Dr. and can be further identified as Wake County PIN# 1720-84-3576.

Mayor Marshburn closed the hearing and called for a motion.

Action: Move the Council accept staff statements regarding plan consistency in Section V of this report as our own and find the application meets the 10 permit criteria in Section 3.14.D. and therefore approve CUP-SP-19-18, Advance Concrete.

Motion: Singleton
Second: Matthews
Vote: 5:0

CUP-SP-19-19 White Oak NW Medical Office

Presenter: Alison Jones, Planner

Mayor Marshburn opened the hearing and asked staff to provide the staff report.

Conditional use site plan (CUP-SP-19-19) request submitted by White Oak NW MOB, LLC for 45,915 square feet of medical office space on a 2.88 +/- acre site which is located at 45 Cabela Dr (future tract 1B) and can be further identified as Wake County PIN# 1720-29-7553.

Mayor Marshburn closed the hearing and called for a motion.

Action: Move the Council accept staff statements regarding plan consistency in Section V of this report as our own and find the application meets the 10 permit criteria in Section 3.14.D. and therefore approve CUP-SP-19-19, White Oak Northwest Medical Office Building.

Motion: Vance
Second: Behringer
Vote: 5:0

CUP-SP-19-26 Waterfield Ridge Apartments

Presenter: Alison Jones, Planner

Mayor Marshburn opened the hearing and asked staff to provide the staff report.

Conditional use site plan (CUP-SP-19-26) request submitted by Site Collaborative for 268 apartment dwelling units (82 studios, 78 1-bed and 108 2-bed) on a 28.38 +/- acre site which is located at 101 Waterfield Ridge Place and can be further identified as Wake County PIN# 1730-05-4280.

Council Member Dellinger asked about sustainability, solar power, possible charging stations, and public transportation access. Council Member Dellinger also asked if there were any plans to incorporate workforce affordable housing units and the price range of those units. Mr. Simpson advised the price point will be \$900-\$1,450.

Mayor Marshburn closed the hearing and called for a motion.

Action: Move the Council accept staff statements regarding plan consistency in Section V of this report as our own and find the application meets the 10 permit criteria in Section 3.14.D. and therefore approve CUP-SP-19-26, Waterfield Ridge Apartments.

Motion: Singleton
Second: Matthews
Vote: 4:1

Council Member Dellinger voted nay as he feels the Town needs to look more carefully at developments like this, walkability, connectivity, price point, workforce affordable housing, greenways influx inclusion of greenways in development plans and transportation in general.

PD-Z-19-01 & PD-MP-19-01, Georgia's Landing

Presenter: David Bamford, Planning Services Manager and Stacy Harper, Principal Planner

Mayor Marshburn opened the hearing and asked staff to provide the staff report.

Planned Residential conditional use rezoning (PD-Z-19-01) with associated master plan (PD-MP-19-01) request submitted by Forsyth Investments Company, LLC to rezone 145.85 +/- acres from Single-Family Residential (R-40) to Planned Residential District conditional use (PRD C6) for 420 units (227 townhomes and 193 single-family) of household living space. The site is located with frontage along US 401 and Simpkins Road and may be further identified as Wake County PINs# 0790-49-1371, 0790-49-7258 & 0790-05-3066.

Action: Move the Town Council accept staff's statements regarding zoning consistency with the Garner Forward Comprehensive Plan, detailed in Section V of the staff report, as our own; and therefore move further that the Town Council adopt Ordinance (2019) 4033 approving rezoning request PD-Z-19-01 as it is reasonable and in the public interest because it will likely allow household living and supporting daycare uses that are attractive to younger families with children as well as older residents looking to maintain private but smaller outdoor spaces, allow adequate buffers and usable open spaces that help to preserve and protect adjacent housing stock, allow the development of an appropriate density of housing in the area in which it is located, and allow for the conservation and preservation of natural features and green space to promote recreation opportunities. All residential building side elevations shall have at least one window.

Mayor Marshburn closed the hearing and called for a motion.

Motion: Vance
Second: Matthews
Vote: 4:1

Council Member Dellinger voted nay as he feels the project merits more scrutiny.

Action: Move that the Council accept the staff statements regarding plan consistency in Section VII of this report as our own and find the application meets the 10 permit criteria in Section 3.14.D. and therefore approve PD-MP-19-01, Georgia's Landing with the three standard conditions and seven (7) site-specific conditions to be listed on the permit that will be prepared by staff.

Motion: Singleton
Second: Phil
Vote: 4.1

Council Member Dellinger voted nay as he feels the project merits more scrutiny.

NEW/OLD BUSINESS

2010 Build America Bonds Refunding

Presenter: David Beck, Finance Director

The Town solicited bids from banks to provide a loan that would be used to pay off the Town's outstanding 2010 Build America Bonds. This refunding would allow the Town to take advantage of a more favorable interest rate over the remaining 11 years of debt. Debt service net savings in the range of \$240,000 - 360,000 would be expected depending on which lender is selected. Council will need to take several actions in order to authorize and move forward with the refunding. Each action will need an individual vote.

Action 1: Adopt Preliminary Findings Resolution (2019) 4034

Motion: Singleton
Second: Matthews
Vote: 5:0

Action 2. Vote to approve the Refunding Bond Order and direct it to be published in the newspaper

Motion: Behringer
Second: Singleton
Vote: 5:0

Action 3. Vote to select the lending institution to provide financing for the bond refunding

Motion: Singleton
Second: Matthews
Vote: 5:0

Amendment to Section 2-20 of Town Code

Council Member Dellinger asked staff to review the general statutes to determine if recordation by video can constitute official minutes.

COMMITTEE REPORTS

MANAGER REPORTS

- garner info
- Building & Permit Report

ATTORNEY REPORTS

COUNCIL REPORTS

Matthews

- Asked about getting people involved in the EOC (staff, fire rescue, PD). Mr. Dickerson responded the Police Department runs the EOC and other entities are there as well as staff.
- Asked if the GVFD can give an update on Fire Station 5.
- Asked if street crossing signage can be installed at the Lake Benson Park crossing to White Deer. Mr. Dickerson responded this road is a DOT road, but staff will look into it.

Singleton

- Asked to bring the topic of solid sides on buildings to a future meeting.

- Stated the Town will work with other Towns to develop a plan of work that will allow a Christmas Parade next year.

Marshburn

- Stated he was also interested in reinstating the parade.

Behringer

- Attended breakfast with TCC to hear an update on DOT projects.

Vance

- Agreed with Council Member Singleton; work with other Towns to develop a plan of work that will allow a Christmas Parade next year.

Dellinger

- Stated the Depot move was amazing and asked to send a letter to Norfolk Southern and NC RR expressing thanks. Mr. Hodges advised that was done in conjunction with the request for funding.
- Garner Fire Rescue Ladies Appreciation event was successful.
- Asked staff to prepare logical scenarios for an ETJ expansion for discussion at next month's work session.
- Asked for discussion regarding cut-throughs in neighborhoods & speeds limits be placed on a future work session agenda.
- Stated the Town needed to work towards figuring out a solution to hold a Christmas Parade next year.

CLOSED SESSION

Pursuant to N.C. General Statutes 143-318.11(a)(3) to consult with the Town Attorney regarding litigation and N.C. General Statutes 143-318.11(a)(5) to discuss possible real estate acquisition and the Town's negotiating position regarding such real estate.

Motion: Singleton
 Second: Matthews
 Vote: 5:0

RETURN TO REGULAR SESSION

Council met in closed session and engaged the services of Fred Baggett as Interim Town Attorney. Council also conferred with Mr. Baggett regarding litigation.

Action: Adopt Resolution (2019) 2403, Intent to Acquire Easement-Jones Sausage Rd-Kornegay

Motion: Singleton
 Second: Matthews
 Vote: 5:0

ADJOURNMENT: 8:48 p.m.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 18, 2020		
Subject: Budget Amendment - 2020 Debt Refunding		
Location on Agenda: Consent		
Department: Finance		
Contact: David C. Beck, Finance Director		
Presenter: David C. Beck, Finance Director		
Brief Summary: An opportunity to refund the 2010 Build America Bonds became known after the adoption of the original budget for FY 19-20. The amendment presented covers revenue from the new lender, the redemption of the old bonds, and the associated issuance costs.		
Recommended Motion and/or Requested Action: Adopt ordinance (2020) 4041		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	DCB	
Finance Director:	DCB	
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

ORDINANCE NO. (2020) 4041

ORDINANCE AMENDING ORDINANCE NO. (2019) 3982 WHICH ESTABLISHED THE OPERATING BUDGET

BE IT ORDAINED by the Town Council of the Town of Garner, North Carolina:

Section One. That the GENERAL FUND be amended as follows:

Revenue Amendment Request

ACCOUNT NUMBER	DESCRIPTION	PROJECT	CURRENT BUDGET	REVENUE CHANGE	REVISED BUDGET
10309000-476020	Proceeds from Issuance of Debt		\$ -	\$ 4,740,000	\$ 4,740,000

TOTAL REVENUE INCREASE (DECREASE) \$ 4,740,000.00

Expenditure Amendment Request

ACCOUNT NUMBER	DESCRIPTION	PROJECT	CURRENT BUDGET	EXPENDITURE CHANGE	REVISED BUDGET
10580000-526150	Refunding		\$ -	\$ 4,660,000	\$ 4,660,000
10580000-526500	Bond Issuance Cost		\$ -	\$ 80,000	\$ 80,000

TOTAL EXPENDITURE INCREASE (DECREASE) \$ 4,740,000.00

Section Two. Copies of this ordinance shall be furnished to the Finance Director and the Town Clerk for their direction in the disbursement of the Town's funds and for public inspection.

Duly adopted this 18th day of February, 2020.

Ken Marshburn, Mayor

ATTEST:

Stella L. Gibson , Town Clerk

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 18, 2020		
Subject: Contract Approval for Space Needs Study		
Location on Agenda: Old/New Business		
Department: Administration		
Contact: Matt Roylance, Assistant Town Manager-Operations		
Presenter: Matt Roylance, Assistant Town Manager-Operations		
<p>Brief Summary:</p> <p>In preparation for upcoming discussions about the Town's next bond referendum, staff recommends hiring a consultant to forecast space needs and do preliminary cost estimates for a new or expanded Public Works facility, Police large evidence storage, and general file storage.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Approve contract with IBI Group to perform a space needs study.</p>		
<p>Detailed Notes:</p> 		
<p>Funding Source: Fund Balance</p>		
Cost: \$99,800	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
<p>Manager's Comments and Recommendations:</p> 		
<p>Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/></p>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	MR	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



SPACE NEEDS STUDY

February 18, 2020

Facilities Being Studied

- Public Works Campus
- Police Large Evidence Storage
- General File Storage (Pearl Street)

Why Are We Doing This Study

- Provide information for bond decisions – should this project(s) be part of November 2021 bond referendum?
- To provide reliable cost estimates
- Analyze best locations and grouping for these facilities
- Note: Multiple buildings, multiple sites, multiple functions = lots of potential combinations. This is a more complicated study than we did for Town Hall (large footprint but mostly office space, site was predetermined, etc.)

Scope of Work and Cost

- Phase 1: Facility Assessment & Data Collection
- Phase 2: Architectural Programming
- Phase 3: Parametric Design Analysis
- Phase 4: Conceptual Cost Estimating
- Phase 5: Final Report & Presentation

- Total Cost: \$99,800
- Additional \$6,000 if we need to run more scenarios than expected
- Proposed Funding Source: General Fund Balance



QUESTIONS?



IBI GROUP
421 Fayetteville Street – Suite 1609
Raleigh NC 27601 USA
tel 919 851 4211
ibigroup.com

February 12, 2020

Mr. Matt Roylance
Assistant Town Manager
Town of Garner
900 Seventh Avenue
Garner, NC 27529

RE: DESIGN FEE PROPOSAL FOR RFP #125 -SPACE NEEDS ASSESSMENT

Dear Mr. Roylance:

The Design Team of IBI Group Architects, Engineers and Landscape Architects, a New York Partnership (IBI) and WithersRavenel are pleased to present our fee proposal in response to the above referenced RFP. Generally, the Project is for a space needs assessment of the public works department, the police department's evidence storage, and the Town's long-term storage. IBI Group believes that it can address the RFP's Scope of Services with the five phase work plan outlined below. Each phase will have one or more tasks.

Five Phase Work Plan

1. Facility Assessment & Data Collection
2. Architectural Programming
3. Parametric Design Analysis
4. Conceptual Cost Estimating
5. Final Report

Scope of Services

Phase 1 - Facility Assessment & Data Collection

Task 1.1 Review Facility Condition Reports

We will review the facility condition assessments prepared by others, and provided by the Town. This review will provide a starting point to determine how well the existing facilities are supporting the Town's current and future needs. This will form the basis for later tasks in which we will devise strategies for re-purposing existing space, design alternatives and new facilities.

Task 1.2 Existing Site Analysis

The Design Team will perform a site analysis to assess the physical condition of the public works property, and to determine the potential for improvements and/or building expansions. Our approach to site analysis begins with walking the site as a group. The Design Team and Town representatives will assemble on site to learn about the facilities from the occupant's perspective. Being on-site together will allow the Design Team to gain an important first-hand understanding of the Town's current facilities and operations, and the obstacles that impact crew efficiency, productivity and space allocation.

Mr. Matt Roylance – February 12, 2020

Reviewing the site and evaluating its characteristics with regard to topography, drainage, existing utilities and infrastructure, and possible environmental considerations is crucial to understanding what must be preserved and what may offer opportunities for improvement. When evaluating the site, we will consider the following:

- Vehicular and pedestrian access points and internal circulation
- Existing Structures
- Tree canopy cover
- Topography
- Sustainable practices
- Impervious surface areas and stormwater management practices
- Security fencing and lighting
- Compatibility with adjoining properties
- Noise and Sight Screening
- Pavement condition
- Energy use reduction

Phase 2 - Architectural Programming

The architectural programming process will document an in-depth understanding of the operational activities of the users, as well as the space size, characteristics, and adjacencies needed to accommodate them. The Town will identify key project stakeholders to participate in the process. Potentially, Public Works might have four to five representatives, while the Police Department and the Town's storage staff may have one or two each. We would start the programming by conducting a Programming Kickoff Forum in a workshop setting to document the project goals. The Design Team will then work with these stakeholders to establish the space needs program, that is, the quantitative and qualitative list of the users' needs and wants.

Task 2.1 - User Questionnaires

We will develop a programming questionnaire specific to the Town's operation. These questionnaires will be distributed to selected individuals, identified by Town, who will provide input on administrative, operational, and functional needs for the future facilities. The Design Team will collect and document the responses.

Task 2.2 - Stakeholder Programming Interviews

We will lead programming interviews with the Town's selected stakeholders to review questionnaires and gather additional information required to develop a space needs program.

Task 2.3 - Space Needs Program Development

We will review and analyze information from questionnaires, on-site observations and interviews to develop a comprehensive space needs program for all required maintenance, operations, storage and administrative functions. We will incorporate Town space standards, as well as nationwide best practices for maintenance and operations. The program will also identify the site acreage required to accommodate proposed facilities.

Phase 3 - Parametric Design Analysis

Task 3.1: Data Collection and Base Mapping

Incorporating empirical data provided by the Town for projected growth patterns and development impacts, we will create a parametric base map for planning purposes. Empirical

Mr. Matt Roylance – February 12, 2020

data consists of obtaining feedback from staff as to projected growth areas, increases in public services, known traffic congestion areas, school zones, and rail crossings. We will also incorporate a deadhead mileage analysis using both information obtained from the Town, as well as our own review of the road network. From this, the Design Team will analyze a multitude of parameters to quickly determine optimal efficiencies and locations.

Task 3.2 - Facility Location Model Alternatives

We will identify optimal locations for each of the facilities through parametric modeling and analysis. The generated models will be visualized as renderings, diagrams, maps, and/or charts to help inform decision-making by both the Design Team and Town. This task includes an interactive design workshop with the Town to present and evaluate best solutions for optimal facility locations.

Phase 4 - Conceptual Cost Estimating

Task 4.1 – Construction Cost Estimating

Conceptual Cost estimating will be a group effort involving IBI Group and WithersRavenel, and our estimating consultant, Mulford Cost Management (MCM). IBI Group will estimate costs unique to maintenance and operations centers, such as vehicle service equipment, shop equipment, wash systems, fluid management systems, etc. WithersRavenel will estimate all site and utility related work. MCM will estimate building construction costs. The program quantities and historical cost averages will be the basis for cost estimating assumptions.

Task 4.2 – Total Project Budget Estimating

A Total Project Budget will be developed to identify and prioritize expenditures. The budget will distinguish between “soft” costs and “hard” costs. Soft costs are directly paid by the Owner outside of the construction contract, and typically include design fees, furniture, and equipment as well as specialty vendors for turn-key systems such as security, audio-visual and telecommunications. Hard costs are those costs paid through the construction contract.

Phase 5 - Final Report and Presentation

Task 5.1 - Draft Final Report Development

We will use the information developed in all previous phases as a basis for developing the draft report. The draft report will be submitted to the project stakeholders for review and comment.

Task 5.2 - Comment Integration

We will integrate all review comments and address any outstanding study issues to create the final report.

Task 5.3 - Final Report Production

Production and delivery of the final report and associated information.

Task 5.4 - Final Presentation

Presentation of the final report findings, first to the Project stakeholders and, then to the Town Council. This task includes a presentation of the parametric design analysis.

Mr. Matt Roylance – February 12, 2020

Deliverables

Deliverable will consist of a written report that will include narratives, graphics, lists, and other miscellaneous supporting data, including the following:

- Executive summary
- Existing facilities and site assessment narratives
- Space needs program
- Parametric design graphics depicting optimal facility locations and associated metrics
- Recommended option narratives
- Total Project Budget worksheet with opinion of probable construction cost
- Questionnaire responses
- Other associated data

Proposed Schedule

Phase 1 - Facility Assessment & Data Collection: approximately four weeks after notice to proceed.

Phase 2 - Architectural Programming: approximately two weeks after Phase 1. This phase will overlap with Phase 1.

Phase 3 – Parametric Design Analysis: approximately two weeks after Phase 2.

Phase 4 - Conceptual Cost Estimating: approximately two weeks after Phase 3.

Phase 5 - Final Report & Presentation: approximately two weeks after Phase 4.

Assumptions

1. The study will consider two of the following three options: 1. Renovating and expanding the existing site at 610 Rand Mill Road for Public Works campus; 2. Renovating the existing site to accommodate some Public Works needs while developing a new site for other Public Works needs; and 3. Developing a new site for a single Public Works campus. The Town will decide which two options will be studied prior to the beginning of Phase 3. The selected options will also include recommendations for Police evidence storage and Town long-term storage. Should the Town wish to explore a third option, the additional fee would be \$6,000.00.
2. Programming interviews involving Keith Pugh of WithersRavenel are to take place over no more than two consecutive days in order to ensure his attendance. IBI Group will attend programming interviews outside of this two-day window.
3. The Town will provide a complete listing of all vehicles and mobile equipment to be housed and/or maintained on site.
4. The Town will provide maps of its service areas by department/division.
5. Design Team will rely on the Town to provide general information on population growth projections, service area expansion, and development patterns impacting site locations.
6. Facilities for Public Works, Police and Town may be located on different sites.
7. Our study will rely on the facility condition assessment of existing buildings prepared by others.

Mr. Matt Roylance – February 12, 2020

Exclusions

1. Geotechnical engineering, Pavement coring/analysis, Utility location, Topographic and/or Boundary surveying services.
2. Services related to existing hazardous materials.
3. Inventory of existing facilities or equipment.
4. Environmental Site Assessments.
5. Delineation of specific building floor plans or site plans, other than conceptual building footprints of existing buildings and conceptual block site diagrams.
6. Programming for other Town departments.
7. Measured drawings of existing buildings.

Design Team

IBI Group: Project Management, Architectural Programming, Facility Assessments, Parametric Design, Systems Cost Estimating and Reporting.
 Project Manager: Mark Humienny, AIA, LEED AP
 421 Fayetteville Street, Suite 1609
 Raleigh, NC 27601

WithersRavenel: Program Advisor, Civil Engineering, Site Analysis, and Site Construction Cost Estimating.
 Project Manager: Keith Pugh, PE
 115 MacKenan Drive
 Cary, NC 27511

Mulford Cost Management: Building Construction Cost Estimating.
 Project Manager: Stewart Mulford, CPE, CCE
 1121 Military Cutoff Road, Suite C317
 Wilmington, NC 28405

Compensation

IBI Group will provide the design services described above for the lump sum fees indicated below, inclusive of reasonably anticipated project expenses.

Phase 1 Facility Assessment & Data Collection:	\$15,000
Phase 2 Architectural Programming:	\$21,000
Phase 3 Parametric Design Analysis:	\$35,000
Phase 4 Conceptual Cost Estimating:	\$10,800
Phase 5 - Final Report & Presentation:	\$18,000
Total Lump Sum Fee	\$99,800

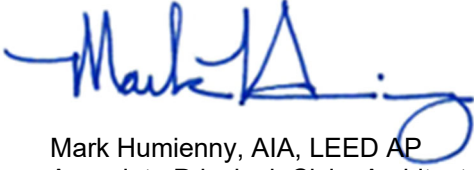
Authorization

You may authorize IBI Group to begin work by written authorization referencing this proposal.

Thank you for this opportunity. We very much look forward to working with the Town of Garner to realize this critical project.

Mr. Matt Roylance – February 12, 2020

Yours very truly,



Mark Humienny, AIA, LEED AP
Associate Principal, Civic, Architecture
mark.humienny@ibigroup.com
(919) 851-4210



J. Ola Ferm
Managing Principal, Raleigh
ola.ferm@ibigroup.com
(919) 851-4281

Enclosures:

IBI Standard Terms and Conditions

IBI 2020 Method of Charging for Professional Services (if needed for Additional Services)



IBI GROUP
 421 Fayetteville Street – Suite 1609
 Raleigh NC 27601 USA
 tel 919 851 4211

Method of Charging for Professional Services - 2020

Hourly Billing Rate by Personnel Classification:

A.Principal	\$185.00
B.Project Manager/Department Manager	\$165.00
C.Senior Architect	\$ 120.00
D.Architect.....	\$100.00
E.Intern Architect	\$85.00
D.Senior Interior Designer	\$100.00
G.Senior Engineer.....	\$150.00
H.Engineer	\$120.00
I.Intern Engineer	\$100.00
J CADD Designer.....	\$80.00
K.Project Secretary	\$60.00

Reimbursable Expenses:

A. Automobile, Company or Personal Car	\$0.55 per mile
B. Travel, subsistence, postage.....	at cost
C. Outside Consultants	cost + 10%
D. Reproduction of Hard Copy Deliverables	cost + 10%
(Internal copies not charged)	



STANDARD TERMS & CONDITIONS

1. CLIENT RESPONSIBILITIES. Client's Designated Representative is authorized to act on its behalf and all direction shall be by or through such designated representative. Client shall examine documents submitted by IBI and shall render decisions promptly, to avoid delay in the progress of Services. Client shall furnish IBI all existing available information, including reports, studies, testing results, operating records, existing plans, and other data pertinent to the Project, in a timely manner, and IBI shall be entitled to rely on it. As applicable, Client shall ensure IBI is afforded access to enter upon public and private land as required for the performance of the Services. Client shall instruct the making of applications for any consents or permits or other applicable applications required in connection with the Services and shall pay any charges, fees, expenses and disbursements in respect thereof.

2. STANDARD OF CARE. In the performance of the Services, IBI will use that level of care and skill ordinarily exercised by reputable members of IBI's profession currently practicing in the same locality under similar conditions. No other representation, guarantee, or warranty, express or implied, is included or intended in this Agreement, or in any communication (written or oral), report, opinion, document, or instrument of service. Client acknowledges and agrees that nothing herein shall be construed as creating a fiduciary duty owed by IBI.

3. PAYMENT IBI's fees and expenses will be paid in accordance with this Section 3 of the Agreement and Client represents and warrants that any payment to IBI hereunder is not contingent upon Client's receipt of monies by any third party. Client will, subject to IBI's performance of its obligations under this Agreement, pay IBI for the provision of the Services, plus applicable taxes, as set out in the Agreement. IBI's unpaid invoices will bear interest calculated monthly at the rate of twelve (12) percent per annum, commencing twenty-eight (28) days after the date that IBI submits its invoice IBI reserves the right, without penalty, to discontinue Services and or terminate this Agreement in the event of non-payment. IBI's fees and expenses are secured upon and run with title to the lands.

4. SUSPENSION OR TERMINATION. Either party may, by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, IBI shall perform no further Services other than those reasonably necessary to close out the Services. In the event of a

suspension or termination, IBI shall be entitled to payment for all work completed, plus reasonable close-out costs. The limitation of liability and indemnity obligations in this Agreement shall survive any suspension or termination of this Agreement.

5. PROBABLE COSTS. IBI does not guarantee the accuracy of probable costs for providing Services hereunder. Such probable costs represent only IBI's judgment as a professional entity and are supplied only for the general guidance of Client.

6. INDEMNIFICATION: IBI shall indemnify and hold harmless Client from and against claims, actions, losses, expenses, costs or damages (the "Claims") which Client, its directors, officers, employees, or agents may suffer, only to the extent IBI is legally liable as a result of the negligent acts of IBI, its employees, officers or agents in the performance of this Agreement. Client agrees to indemnify and hold harmless IBI from and against Claims, which IBI, its directors, officers, employees, or agents may suffer arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of IBI in the performance of this Agreement.

7. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement, the total liability of IBI, its directors, officers, employees and agents for liabilities, Claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to IBI for the Services or \$500,000, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services. No party shall be liable for any consequential, incidental, indirect, special or punitive damages, damages related to loss of profit, loss of use in any way related to this Agreement.

8. INSURANCE. IBI will maintain insurance for this Agreement in the following types: 1) workers' compensation insurance at statutorily required levels; 2) general and professional liability insurance; and 3) automobile liability insurance for bodily injury and property damage.

9. RESPONSIBILITY. IBI is not responsible for the completion or quality of work that is dependent upon or performed by Client or third parties not under the direct



control of IBI, nor is IBI responsible for their acts or omissions or for any damages resulting therefrom.

10. RELATIONSHIP OF PARTIES. IBI will have no authority to contractually bind Client or to assume or create any legal obligation or responsibility, express or implied, on behalf of Client. Nothing in this Agreement will have the effect of creating a partnership, agency or employment relationship between Client and IBI or any of IBI's directors, officers, partners, agents, employees, affiliates, subconsultants or volunteers.

11. EXCLUSIVE USE. Services provided under this Agreement, including all reports, designs, information or recommendations prepared or issued by IBI (the "Instruments"), are for the exclusive use of Client and only for the purpose specified. No other use is authorized under this Agreement. Client will not distribute or convey the Instruments to any person other than those identified in the project description without IBI's prior written approval. Client releases IBI from liability and agrees to indemnify and hold harmless IBI from Claims, arising, in whole or in part, from such unauthorized distribution or any unauthorized use.

12. SUBCONTRACTING AND ASSIGNMENT. Neither party shall assign its interest in this Agreement without the prior written consent of the other. Except for subcontracting to an affiliate, IBI shall not subcontract any Services without the prior written consent of the Client.

13. CONFIDENTIAL INFORMATION. IBI shall not divulge any specific information identified as confidential, communicated to or acquired, or disclosed by Client in the course of carrying out the Services. No such information shall be used by IBI on any other project without the written approval of Client. These obligations of confidentiality shall not apply to information which is in the public domain; which is provided to IBI by a third party without obligation of confidentiality; which is independently developed by IBI without use of Client's information; or which is required to be disclosed by law or by court order.

14. INTELLECTUAL PROPERTY. IBI retains ownership of all right, title and interest (including copyright) in and to the intellectual property it provides through this Agreement. Nothing in these Terms and Conditions constitutes a transfer or conveyance of any right, title or interest in the intellectual property, except the limited license to use it for its intended purpose, which includes the general maintenance and management of the asset or project.

15. SUCCESSORS and ASSIGNS. This Agreement shall be binding upon the parties, their partners, successors, assigns and legal representatives.

16. AMENDMENT. This Agreement may be amended or modified only by written instrument executed by authorized representatives of both Client and IBI.

17. SEVERABILITY. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining provisions of this Agreement.

18. GOVERNING LAW. This Agreement and legal actions concerning its validity, interpretation and performance shall be governed by and interpreted in accordance with the laws of the jurisdiction in which the project is located; and it is further agreed by the parties that any legal action arising under this Agreement will be brought in a court of competent jurisdiction in such jurisdiction.

19. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favour of a third party against either Client or IBI. The Services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against IBI because of this Agreement or the performance or non-performance of Services hereunder. Client and IBI agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in the project to carry out the intent of this provision.

20. PROMOTIONAL ACTIVITIES. Client approves IBI to (i) undertake reasonable promotional activities, (ii) post signage and billboards at project locations, and (iii) brand all deliverables hereunder, in each case related to the provision of the Services by IBI under this Agreement.

21. ENTIRE AGREEMENT. This Agreement, including attachments incorporated by reference, represents the entire agreement between IBI and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. Client agrees that its use of any purchase order or other form to procure Services is solely for administrative purposes and in no event shall IBI be bound to any terms and conditions on such form regardless of its signature on or reference to such form.

Reports

Garner Info

Id	Title	Description	Current Status	Address	Date Created
6606045	Playground Problem	Rope climbing structure is breaking and there's exposed metal	In Progress	Lake Benson Park, 921 Buffaloe Rd	8/15/2019
6746886	Yard Waste/ Loose Leaves	For months limbs have been piled 4 feet high at back side corner of property by	In Progress	608 Hilltop Ave	9/10/2019
7238159	Junk Vehicle (Private Property)	junk car - white mitsubishi sedan	In Progress	1802 Spring Dr	12/22/2019
7296321	Animal Concern - Non Emergency	3-4 feral cats need to be picked up. Cages have been left at 145 Parkhaven	Reeived	146 Parkhaven Ln	1/6/2020
7318928	Home Occupation	Flea market/salvage yard-type of business being operated out of	In Progress	236 Weston Rd	1/10/2020
7346870	Junk Vehicle (Private Property)	Two, large, junk motorhome vehicles.	In Progress	603 Curtiss Dr	1/16/2020
7356651	Junk Vehicle (Private Property)	junk car - maroon camry at rear of lot	In Progress	104 Val-Del Ct, Garner	1/19/2020
7356671	Junk Vehicle (Private Property)	junk car - green dodge caravan	In Progress	308 Forest Manor Dr, Garner	1/19/2020
7356681	Junk Vehicle (Private Property)	junk car - PT cruiser	In Progress	1411 Spring Dr	1/19/2020
7356707	Junk Vehicle (Private Property)	junk car - ford expediton	In Progress	1402 Pineview Dr	1/19/2020
7367035	Junk Vehicle (Private Property)	This vehicle has not moved since I moved into this neighborhood in 2018.	In Progress	100–108 Foxbury Dr	1/21/2020
7406065	Trash/Solid Waste (Private Property)	This road behind Jersey Mike's has become a dumping ground for yard	In Progress	2311 Timber Dr, Garner	1/29/2020
7420736	Junk Vehicle (Private Property)	2 vehicles that haven't moved for over a year. Trash everywhere.	In Progress	930 Meadowbrook Dr	2/1/2020
7421168	Junk Vehicle (Private Property)	Two vehicles in yard, no tags	In Progress	1103 Southerlund Rd	2/1/2020

Garner Info

Id	Title	Description	Current Status	Address	Date Created
7446395	Junk Vehicle (Private Property)		Received	310 Tiffany Cir, Garner	2/6/2020
7455037	Junk Vehicle (Private Property)	Junk car - green SUV	Received	401 Old Scarborough Ln	2/8/2020
7455039	Junk Vehicle (Private Property)	junk car - white toyota corolla with PA tag. Maybe a second junk car beside left	Received	403 Adrian Dr, Garner	2/8/2020
7455043	Junk Vehicle (Private Property)	junk car - blue sedan behind chainlink fence	Received	407 Lawndale St, Garner	2/8/2020
7455044	Junk Vehicle (Private Property)	junk car - brown chevy caprice	Received	606 Nellane Dr, Garner	2/8/2020
7455046	Junk Vehicle (Private Property)	junk car - white chevy corsica	Received	700 Nellane Dr, Garner	2/8/2020
7455052	Junk Vehicle (Private Property)	junk car - red / silver chevy truck	Received	802 Frances Dr, Garner	2/8/2020
7455058	Junk Vehicle (Private Property)	2 junk cars behind chainlink fence	Received	1403 Kennon Rd, Garner	2/8/2020
7455060	Junk Vehicle (Private Property)	junk car - grey cadillac with flat tires, maybe other junk cars beside cadillac	Received	1410 Faye Dr, Garner	2/8/2020
7456034	Junk Vehicle (Private Property)	Three junk vehicles in front yard. The last time I reported them, I was told	Received	405 Avery St, Garner	2/9/2020
7456807	Junk Vehicle (Private Property)	junk vehicle parked at side of residence	In Progress	415 Aversboro Rd, Garner	2/9/2020
7457912	Trash/Solid Waste (Private Property)	The people who live here are constantly leaving trash outside for months. Right	Received	205 Bournemouth Ln, Garner	2/10/2020

**Building Activity by Type and Proposed Use for
Report Beginning: 01/01/2020 to Report Ending: 01/31/2020**

Addition

Proposed Use	Number of Units	Construction Value	Intown Value
DECK	1	\$3,500.00	\$3,500.00
PORCH	1	\$10,000.00	\$10,000.00
SINGLE FAMILY DWELLING	6	\$268,332.00	\$232,332.00
Total	8	\$281,832.00	\$245,832.00

Alteration

Proposed Use	Number of Units	Construction Value	Intown Value
BUSINESS/OFFICE	9	\$977,100.00	\$277,100.00
COLLOCATION TOWER	1	\$40,868.70	\$40,868.70
COMMERCIAL SIGN	1	\$200.00	\$200.00
DECK	1	\$8,000.00	\$8,000.00
MERCANTILE/RETAIL	3	\$276,467.50	\$276,467.50
RESTAURANT	2	\$485,276.00	\$485,276.00
SINGLE FAMILY DWELLING	4	\$72,350.00	\$72,350.00
SOLAR SYSTEM (RES)	1	\$29,000.00	\$29,000.00
Total	22	\$1,889,262.20	\$1,189,262.20

Demolition

Proposed Use	Number of Units	Construction Value	Intown Value
SINGLE FAMILY DWELLING	3	\$55,800.00	\$0.00
Total	3	\$55,800.00	\$0.00

Electrical

Proposed Use	Number of Units	Construction Value	Intown Value
BUSINESS/OFFICE	1	\$10,000.00	\$10,000.00
CHURCH/RELIGIOUS	1	\$42,800.00	\$42,800.00
COMMERCIAL SIGN	1	\$800.00	\$800.00
GENERATOR	1	\$5,000.00	\$5,000.00
OTHER	1	\$1,200.00	\$1,200.00

SINGLE FAMILY DWELLING	4	\$15,678.00	\$10,678.00
TOWNHOME	1	\$1,500.00	\$1,500.00
Total	10	\$76,978.00	\$71,978.00

Mechanical

Proposed Use	Number of Units	Construction Value	Intown Value
GAS FUEL LINE	3	\$2,469.00	\$2,469.00
MECHANICAL REPLACEME	34	\$276,889.00	\$254,164.00
SPACE HEATER	1	\$11,500.00	\$11,500.00
Total	38	\$290,858.00	\$268,133.00

New Building

Proposed Use	Number of Units	Construction Value	Intown Value
OTHER	1	\$132,000.00	\$132,000.00
RESIDENTIAL STORAGE	3	\$14,700.00	\$14,700.00
SINGLE FAMILY DWELLING	33	\$5,054,111.00	\$4,143,344.00
TOWNHOME	5	\$628,469.00	\$628,469.00
Total	42	\$5,829,280.00	\$4,918,513.00

New Structure

Proposed Use	Number of Units	Construction Value	Intown Value
COMMERCIAL SIGN	1	\$1,500.00	\$1,500.00
Total	1	\$1,500.00	\$1,500.00

Plumbing

Proposed Use	Number of Units	Construction Value	Intown Value
BUSINESS/OFFICE	2	\$3,000.00	\$3,000.00
ELECTRIC HOT WATER HE	1	\$3,800.00	\$0.00
GAS FUEL LINE	1	\$1,400.00	\$1,400.00
PLUMBING	3	\$17,046.00	\$17,046.00
TANKLESS HOT WATER HE	1	\$3,500.00	\$3,500.00
Total	8	\$28,746.00	\$24,946.00

Repair

Proposed Use	Number of Units	Construction Value	Intown Value
SINGLE FAMILY DWELLING	2	\$23,738.00	\$23,738.00
Total	2	\$23,738.00	\$23,738.00

Sum

Total Number of Permits	134
Total Construction Value	\$8,477,994.20
Total Intown Value	\$6,743,902.20

Permit #:	2191468	Inside Town Limits Yes	
Issue date:	1/29/2020	Census tract:	PIN#: 1710-35-8034
Lot#:		Subdivision: N/A	Total cost: \$198,467.50
PropAddress:	790 TIMBER DRIVE		
Owner's	CVS HEALTH	Owner's Phone:	919-661-9992
Contractor	DIAMOND CONTRACTORS INC	Contractor's Phone:	816-650-9200
Type of Improvement:	Alteration	Proposed Use	MERCANTILE/RETAIL

Permit #:	2191595	Inside Town Limits Yes	
Issue date:	1/22/2020	Census tract:	PIN#: 1720-54-8421
Lot#:		Subdivision: N/A	Total cost: \$200,000.00
PropAddress:	501 HEALTH PARK DRIVE STE 180		
Owner's	NICHOLAS ADAMS	Owner's Phone:	919-846-1111
Contractor	TOTAL CONSTRUCTION SOLUTIONS, INC.	Contractor's Phone:	919-796-1115
Type of Improvement:	Alteration	Proposed Use	BUSINESS/OFFICE

Permit #:	2191600	Inside Town Limits Yes	
Issue date:	1/10/2020	Census tract:	PIN#: 1721-13-1030
Lot#:		Subdivision: N/A	Total cost: \$132,000.00
PropAddress:	376 WHITE OAK RIDGE DR		
Owner's	GARNER ROAD PARTNERS	Owner's Phone:	919-623-3404
Contractor	WATER & WASTE SYSTEMS	Contractor's Phone:	919-661-8602
Type of Improvement:	New Building	Proposed Use	OTHER

Permit #:	2191610	Inside Town Limits No	
Issue date:	1/30/2020	Census tract:	PIN#:
Lot#:		Subdivision: N/A	Total cost: \$700,000.00
PropAddress:	1345 EXPRESS DRIVE		
Owner's	ABB	Owner's Phone:	919-345-0651
Contractor	J. D. BEAM, INC.	Contractor's Phone:	919-783-0384
Type of Improvement:	Alteration	Proposed Use	BUSINESS/OFFICE

Permit #:	2191611	Inside Town Limits Yes	
Issue date:	1/8/2020	Census tract:	PIN#: 1720-46-3976
Lot#:		Subdivision: N/A	Total cost: \$128,276.00
PropAddress:	168 SHENSTONE BLVD		
Owner's	MOES SOUTHWEST GRILL	Owner's Phone:	919-329-6179
Contractor	CAROLINA SOUTH SHORE CONSTRUCTI	Contractor's Phone:	704-578-3390
Type of Improvement:	Alteration	Proposed Use	RESTAURANT

Permit #:	2191636	Inside Town Limits Yes	
Issue date:	1/2/2020	Census tract:	PIN#: 1629-15-3012
Lot#:	22	Subdivision: CLIFFORD GROVE	Total cost: \$134,980.00
PropAddress:	113 WHITETAIL DEER LANE		
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2191637	Inside Town Limits Yes	
Issue date:	1/2/2020	Census tract:	PIN#: 1629-06-5195
Lot#:	98	Subdivision: CLIFFORD GROVE	Total cost: \$143,560.00
PropAddress:	196 AXIS DEER LANE		
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200006	Inside Town Limits Yes	
Issue date:	1/10/2020	Census tract:	PIN#: 1619-90-4915
Lot#:	52	Subdivision: OAK PARK	Total cost: \$164,340.00
PropAddress:	107 LECLAIRE CIRCLE		
Owner's	ROYAL OAKS BUILDING GROUP	Owner's Phone:	919-233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200007	Inside Town Limits Yes	
Issue date:	1/10/2020	Census tract:	PIN#: 1619-90-3949
Lot#:	51	Subdivision: OAK PARK	Total cost: \$161,239.00
PropAddress:	115 LECLAIRE CIRCLE		
Owner's	ROYAL OAKS BUILDING GROUP	Owner's Phone:	919-233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200008	Inside Town Limits Yes	
Issue date:	1/10/2020	Census tract:	PIN#: 1619-91-2051
Lot#:	50	Subdivision: OAK PARK	Total cost: \$148,966.00
PropAddress:	121 LECLAIRE CIRCLE		
Owner's	ROYAL OAKS BUILDING GROUP	Owner's Phone:	919-233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200034	Inside Town Limits		No
Issue date:	1/14/2020	Census tract:	PIN#:	1628-07-2957
Lot#:	77	Subdivision:	GLEN CREEK	Total cost: \$302,260.00
PropAddress:	5031 BLENDON TRAIL			
Owner's	ROBUCK HOMES TRIANGLE LLC	Owner's Phone:	919-363-4111	
Contractor	ROBUCK HOMES TRIANGLE, LLC	Contractor's Phone:	919-876-9200	
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN	

Permit #:	2200036	Inside Town Limits		Yes
Issue date:	1/16/2020	Census tract:	PIN#:	0699-16-5403
Lot#:	150	Subdivision:	MCCULLERS WALK	Total cost: \$126,380.00
PropAddress:	235 MISTY PIKE DRIVE			
Owner's	HALLE	Owner's Phone:	919-387-1885	
Contractor	RYAN HOMES	Contractor's Phone:	703-956-4000	
Type of Improvement:	New Building	Proposed Use	TOWNHOME	

Permit #:	2200037	Inside Town Limits		Yes
Issue date:	1/16/2020	Census tract:	PIN#:	0699-16-5411
Lot#:	151	Subdivision:	MCCULLERS WALK	Total cost: \$124,259.00
PropAddress:	237 MISTY PIKE DRIVE			
Owner's	HALLE	Owner's Phone:	919-387-1885	
Contractor	RYAN HOMES	Contractor's Phone:	703-956-4000	
Type of Improvement:	New Building	Proposed Use	TOWNHOME	

Permit #:	2200038	Inside Town Limits		Yes
Issue date:	1/16/2020	Census tract:	PIN#:	0699-16-5339
Lot#:	152	Subdivision:	MCCULLERS WALK	Total cost: \$128,193.00
PropAddress:	241 MISTY PIKE DRIVE			
Owner's	HALLE	Owner's Phone:	919-387-1885	
Contractor	RYAN HOMES	Contractor's Phone:	703-956-4000	
Type of Improvement:	New Building	Proposed Use	TOWNHOME	

Permit #:	2200039	Inside Town Limits		Yes
Issue date:	1/16/2020	Census tract:	PIN#:	0699-16-5347
Lot#:	153	Subdivision:	MCCULLERS WALK	Total cost: \$122,791.00
PropAddress:	245 MISTY PIKE DRIVE			
Owner's	HALLE	Owner's Phone:	919-387-1885	
Contractor	RYAN HOMES	Contractor's Phone:	703-956-4000	
Type of Improvement:	New Building	Proposed Use	TOWNHOME	

Permit #:	2200040	Inside Town Limits Yes	
Issue date:	1/16/2020	Census tract:	PIN#: 0699-16-5355
Lot#:	154	Subdivision: MCCULLERS WALK	Total cost: \$126,846.00
PropAddress:	249 MISTY PIKE DRIVE		
Owner's	HALLE	Owner's Phone:	919-387-1885
Contractor	RYAN HOMES	Contractor's Phone:	703-956-4000
Type of Improvement:	New Building	Proposed Use	TOWNHOME
Permit #:	2200042	Inside Town Limits No	
Issue date:	1/15/2020	Census tract:	PIN#: 0699-86-6141
Lot#:	28	Subdivision: WHITECROFT MANOR	Total cost: \$210,000.00
PropAddress:	8528 HURST DRIVE		
Owner's	WILLIAMS & WILLIAMS	Owner's Phone:	919-291-8198
Contractor	WILLIAMS & WILLIAMS	Contractor's Phone:	919-662-4299
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2200052	Inside Town Limits Yes	
Issue date:	1/22/2020	Census tract:	PIN#: 1619-91-6232
Lot#:	41	Subdivision: OAK PARK	Total cost: \$140,778.00
PropAddress:	107 LAPORTE PATH		
Owner's	ROYAL OAKS BUILDING GROUP	Owner's Phone:	919-233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2200055	Inside Town Limits Yes	
Issue date:	1/22/2020	Census tract:	PIN#: 1619-90-6855
Lot#:	58	Subdivision: OAK PARK	Total cost: \$190,703.00
PropAddress:	183 ROSSELL PARK CIRCLE		
Owner's	ROYAL OAKS BUILDING GROUP, LLC	Owner's Phone:	919-233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2200065	Inside Town Limits Yes	
Issue date:	1/17/2020	Census tract:	PIN#: 1720-39-0550
Lot#:		Subdivision: N/A	Total cost: \$357,000.00
PropAddress:	57 CABELA DRIVE		
Owner's	JOHN WHITE	Owner's Phone:	919-800-9209
Contractor	TRIANGLE ENTERPRISES LLC	Contractor's Phone:	919-389-3883
Type of Improvement:	Alteration	Proposed Use	RESTAURANT

Permit #:	2200083	Inside Town Limits Yes	
Issue date:	1/23/2020	Census tract:	PIN#: 1609-19-0299
Lot#:	401	Subdivision: EAGLE RIDGE	Total cost: \$254,500.00
PropAddress:	121 HOLYOKE COURT		
Owner's	JLS HOMES LLC	Owner's Phone:	919-422-7306
Contractor	JLS HOMES	Contractor's Phone:	919-422-7306
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200103	Inside Town Limits No	
Issue date:	1/29/2020	Census tract:	PIN#: 1700-46-9863
Lot#:	4	Subdivision: N/A	Total cost: \$398,507.00
PropAddress:	165 CEDARCROFT DRIVE		
Owner's	BRIAN & KIM SHERMAN	Owner's Phone:	
Contractor	RAYNOR BUILDERS, INC.	Contractor's Phone:	919-639-3012
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200105	Inside Town Limits Yes	
Issue date:	1/31/2020	Census tract:	PIN#: 1619-91-5286
Lot#:	40	Subdivision: OAK PARK	Total cost: \$164,340.00
PropAddress:	111 LAPORTE PATH		
Owner's	ROYAL OAKS BUILDING GROUP LLC	Owner's Phone:	919-233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200106	Inside Town Limits Yes	
Issue date:	1/31/2020	Census tract:	PIN#: 1619-91-6178
Lot#:	42	Subdivision: OAK PARK	Total cost: \$129,554.00
PropAddress:	103 LAPORTE PATH		
Owner's	ROYAL OAKS BUILDING GROUP	Owner's Phone:	919-233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200107	Inside Town Limits Yes	
Issue date:	1/31/2020	Census tract:	PIN#: 1619-91-7124
Lot#:	43	Subdivision: OAK PARK	Total cost: \$148,966.00
PropAddress:	101 LAPORTE PATH		
Owner's	ROYAL BUILDING GROUP LLC	Owner's Phone:	919-233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200108	Inside Town Limits		Yes
Issue date:	1/31/2020	Census tract:	PIN#:	1619-90-2670
Lot#:	57	Subdivision:	OAK PARK	Total cost: \$201,624.00
PropAddress:	187 ROSSELL PARK CIRCLE			
Owner's	ROYAL OAKS BUILDING GROUP LLC	Owner's Phone:	919-233-3886	
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886	
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN	

Permit #:	2200109	Inside Town Limits		Yes
Issue date:	1/31/2020	Census tract:	PIN#:	1619-90-4663
Lot#:	59	Subdivision:	OAK PARK	Total cost: \$184,592.00
PropAddress:	179 ROSSELL PARK CIRCLE			
Owner's	ROYAL OAKS BUILDING GROUP LLC	Owner's Phone:	919-233-3886	
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886	
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN	

Permit #:	2200119	Inside Town Limits		Yes
Issue date:	1/29/2020	Census tract:	PIN#:	1629-05-5084
Lot#:	16	Subdivision:	CLIFFORD GROVE	Total cost: \$165,800.00
PropAddress:	111 PRONGHORN DEER COURT			
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037	
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037	
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN	

Permit #:	2200120	Inside Town Limits		Yes
Issue date:	1/29/2020	Census tract:	PIN#:	1629-05-4224
Lot#:	14	Subdivision:	CLIFFORD GROVE	Total cost: \$142,202.00
PropAddress:	100 PRONGHORN DEER COURT			
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037	
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037	
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN	

Permit #:	2200121	Inside Town Limits		Yes
Issue date:	1/30/2020	Census tract:	PIN#:	1629-04-3813
Lot#:	7	Subdivision:	CLIFFORD GROVE	Total cost: \$165,800.00
PropAddress:	128 PRONGHORN DEER COURT			
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037	
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037	
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN	

Permit #:	2200122	Inside Town Limits Yes	
Issue date:	1/30/2020	Census tract:	PIN#: 1629-04-3946
Lot#:	9	Subdivision: CLIFFORD GROVE	Total cost: \$134,980.00
PropAddress:	120 PRONGHORN DEER COURT		
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200126	Inside Town Limits Yes	
Issue date:	1/31/2020	Census tract:	PIN#: 1629-05-3051
Lot#:	10	Subdivision: CLIFFORD GROVE	Total cost: \$165,800.00
PropAddress:	116 PRONGHORN DEER COURT		
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200128	Inside Town Limits Yes	
Issue date:	1/31/2020	Census tract:	PIN#: 1629-05-3077
Lot#:	11	Subdivision: CLIFFORD GROVE	Total cost: \$165,800.00
PropAddress:	112 PRONGHORN DEER COURT		
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200129	Inside Town Limits Yes	
Issue date:	1/31/2020	Census tract:	PIN#: 1629-04-5968
Lot#:	17	Subdivision: CLIFFORD GROVE	Total cost: \$143,560.00
PropAddress:	115 PRONGHORN DEER COURT		
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2200130	Inside Town Limits Yes	
Issue date:	1/31/2020	Census tract:	PIN#: 1629-04-5942
Lot#:	18	Subdivision: CLIFFORD GROVE	Total cost: \$143,560.00
PropAddress:	119 PRONGHORN DEER COURT		
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN