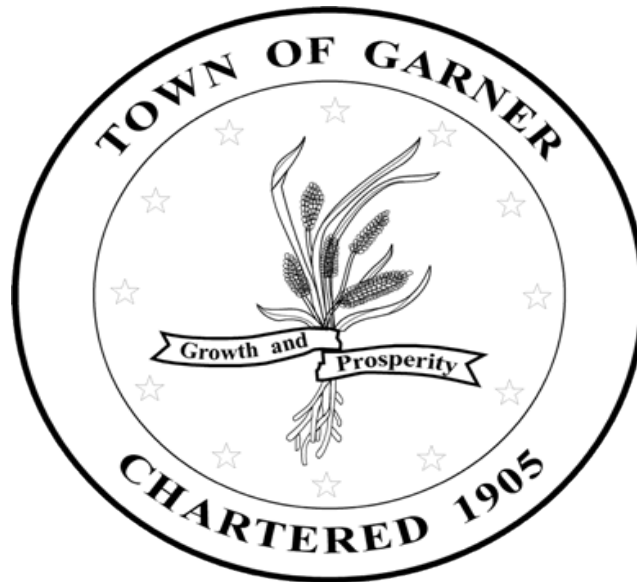


TOWN OF GARNER



TOWN COUNCIL MEETING

September 18, 2018
7:00 P.M.

Garner Town Hall
900 7th Avenue
Garner, NC 27529

**Town of Garner
Town Council Agenda
September 18, 2018**

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

- A. CALL MEETING TO ORDER/ROLL CALL: Mayor Ronnie Williams

The Council will call for a brief recess at 9:00 p.m.

- B. PLEDGE OF ALLEGIANCE: Council Member Gra Singleton

- C. INVOCATION: Council Member Gra Singleton

- 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 act or deliberate on the 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

The Garner Volunteer Fire Department will present their Benchmarking Report Page 4

- G. CONSENT

All items on the Consent Agenda are considered routine, to be enacted by one motion and without discussion. If a member of the governing body requests discussion of an item, the item will be removed from the Consent Agenda and considered separately.

- 1. Ordinance Amending FY2017/2018 Operating Budget Page 27
Presenter: Pam Wortham, Finance Director

Budget amendment to rollover purchase orders still open on June 30, 2018. These are items or services ordered prior to June 30 but not received or delivered before this date.

This is standard procedure to officially recognize these items as part of the next year's budget and are accounted for through the assigned fund balance category that sets money aside for these planned expenditures.

Action: Consider Adoption of Ordinance (2018) 3931

H. PUBLIC HEARINGS

I. NEW/OLD BUSINESS

- 1. Aversboro Road Line Striping Page 30
Presenter: John Hodges, Asst. Town Manager

NC DOT will begin resurfacing Aversboro Road between Timber Drive and 7th Avenue in next few weeks. Joey Hopkins, Division Engineer, asked if the Town would like to stripe this segment of Aversboro Road as three lanes - one lane in each direction with a turn lane in the center. There would be extra pavement on each side that would be delineated with a solid line, creating space that could be used by bikes, but would not be marked as dedicated bike lanes until we chose to. NC DOT noted that the markings could be done with paint instead of thermoplastic to allow for easier reconfiguration if desired.

Action: Receive Council Input

- 2. 2018 Pavement Condition Assessment Project Award Page 32
Presenter: Jonathan Ham, Asst. Town Engineer

The Engineering Department is seeking approval to award the 2018 Pavement Condition Assessment Project to The Kercher Group.

Action: Consider Award of Project to The Kercher Group

- 3. Timber Drive Sidewalk Connectors Contract Award Page 46
Presenter: Jonathan Ham, Asst. Town Engineer

The Engineering Department is seeking approval to award SEPI Engineering and Construction the engineering and design services contract for the Timber Drive Sidewalk Connectors Project.

Action: Consider Award of Engineer/Design Services Contract to SEPI for Project

J. COMMITTEE REPORTS

K. MANAGER REPORTS

1. garner info
2. Finance Report
3. Building & Permit Report

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. ADJOURNMENT

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: September 18, 2018		
Subject: The Garner Volunteer Fire Department will present their Benchmarking Report		
Location on Agenda: Presentations		
Department: Administration		
Contact: Matt Roylance, Asst. Town Manager-Operations		
Presenter: Matt Poole, Fire Chief		
Brief Summary: The Garner Volunteer Fire Department will present their Benchmarking Report		
Recommended Motion and/or Requested Action: Presentation Only; No Action		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: N/A		
Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	RD	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



GARNER FIRE-RESCUE

BENCHMARKING ANALYSIS



BACKGROUND OF REPORT

- THE GARNER FIRE-RESCUE WAS ASKED TO PARTICIPATE IN A BENCHMARKING ANALYSIS OF THE HARRISBURG FIRE DEPARTMENT
- FOURTEEN OTHER DEPARTMENTS PARTICIPATED: APEX, BURLINGTON, CARRBORO, CHAPEL HILL, CLAYTON, DAVIDSON, GASTONIA, HARRISBURG, HENDERSONVILLE, HICKORY, SALISBURY, STATESVILLE, SHELBY, AND MOORESVILLE
- STUDY PROVIDED BY THIRD PARTY CONSULTING FIRM- **NC FIRE RESCUE INNOVATIVE SOLUTIONS**

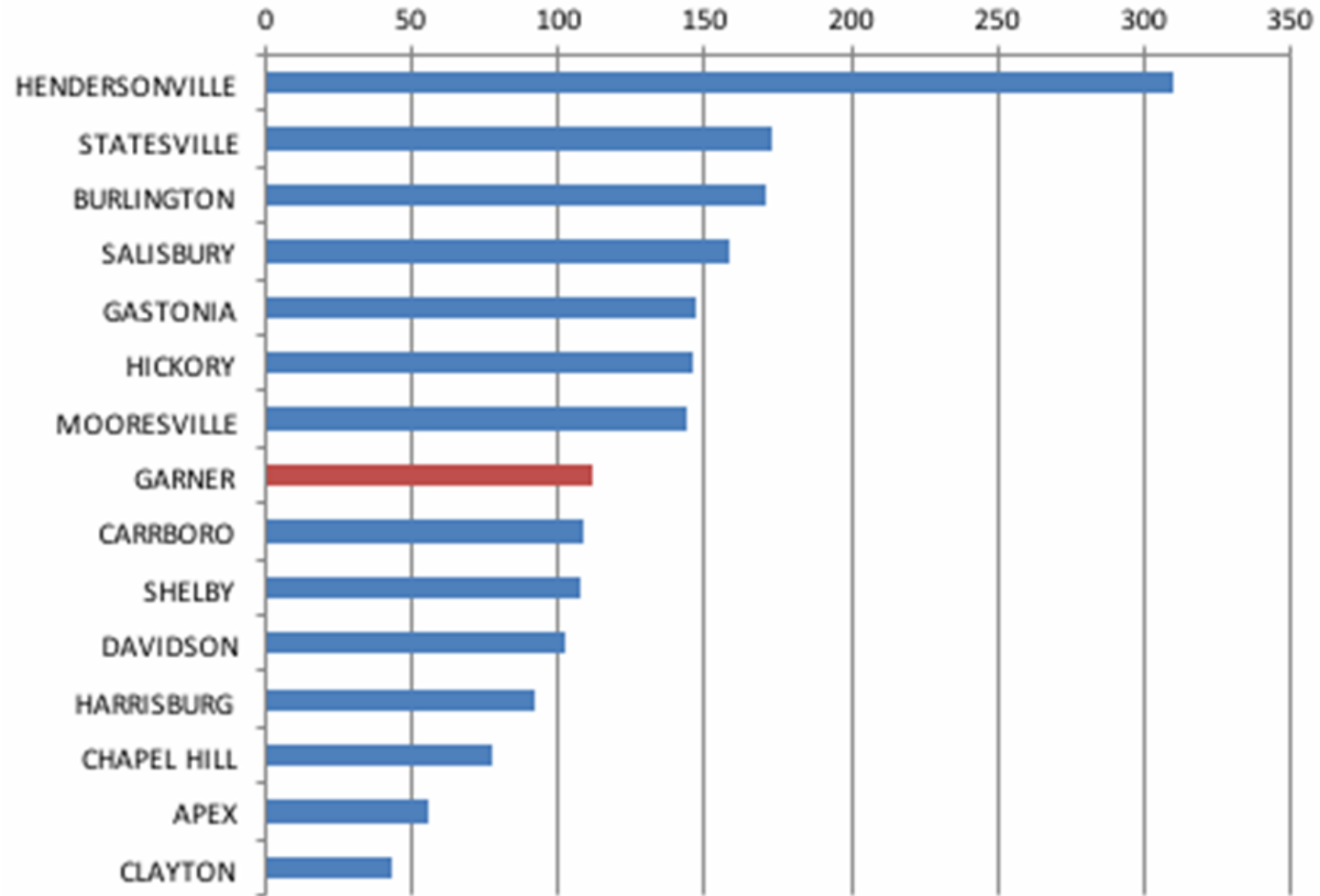
AREAS WHERE THE GARNER FIRE-RESCUE WAS HIGHEST OR HIGHER THAN MOST

- **HIGHEST IN ACTUAL FIRES PER 1,000 POPULATION**
- **FIRES AS A PERCENT OF ALL RESPONSES**
- **SQUARE MILES OF SERVICE AREA**
- **SQUARE MILES AND POPULATION PER FIRE STATION**
- **AVERAGE NUMBER OF INCIDENTS PER FIRE STATION**
- **PERCENT OF POPULATION AGE 0-17**

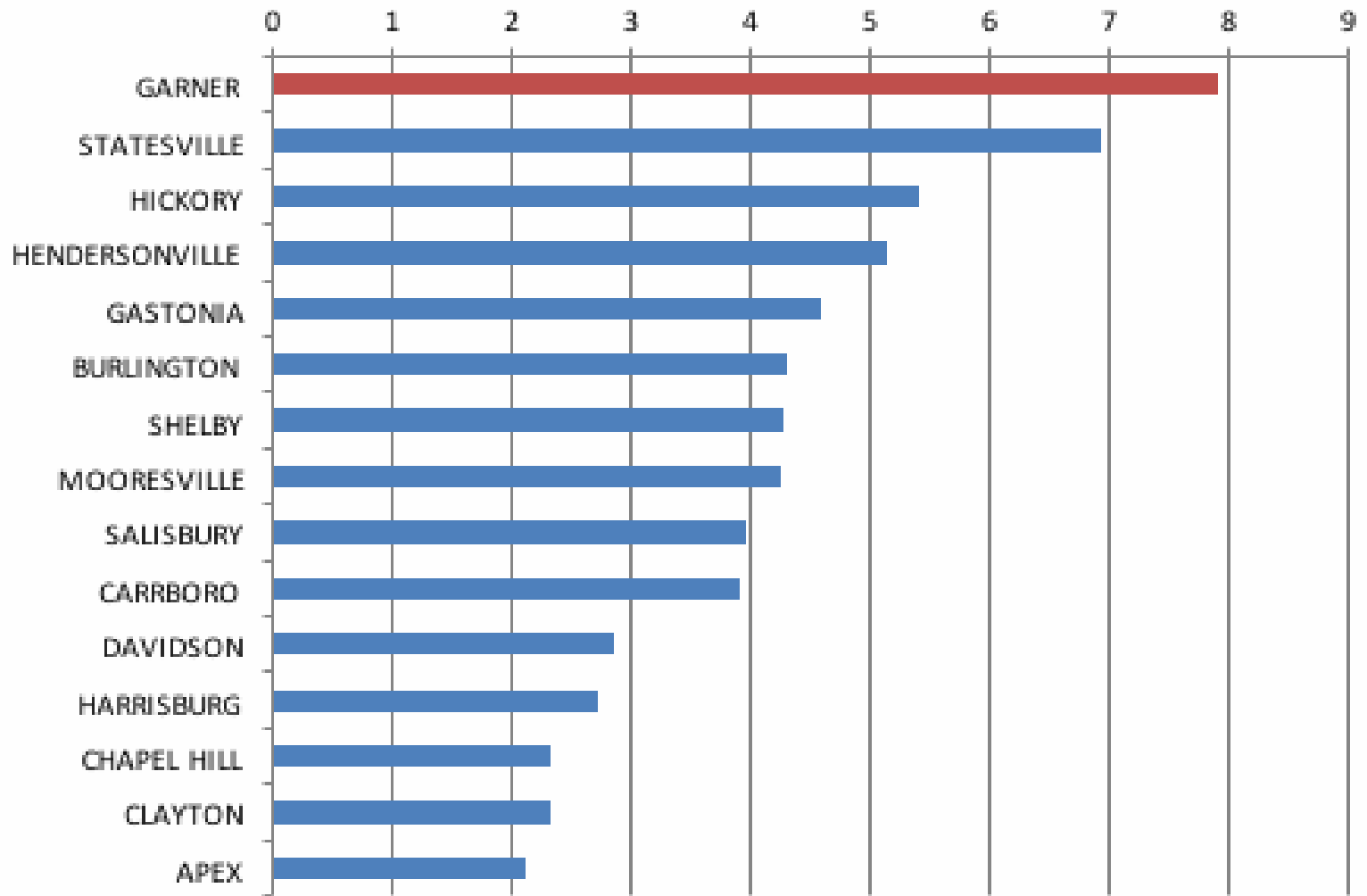
AREAS WHERE THE GARNER FIRE-RESCUE WAS LOWEST OR LOWER THAN MOST

- FIRE SERVICE COST PER CAPITA
- OPERATING COST AS A PERCENT OF TOTAL BUDGET
- FIRE SERVICE PERSONNEL PER 10,000 POPULATION
- AVERAGE TURNOUT TIME FOR FIRST ARRIVING UNITS
- COMMUNITY FIRE STATIONS PER 10,000 POPULATION
- PERCENT OF POPULATION AGED 65+

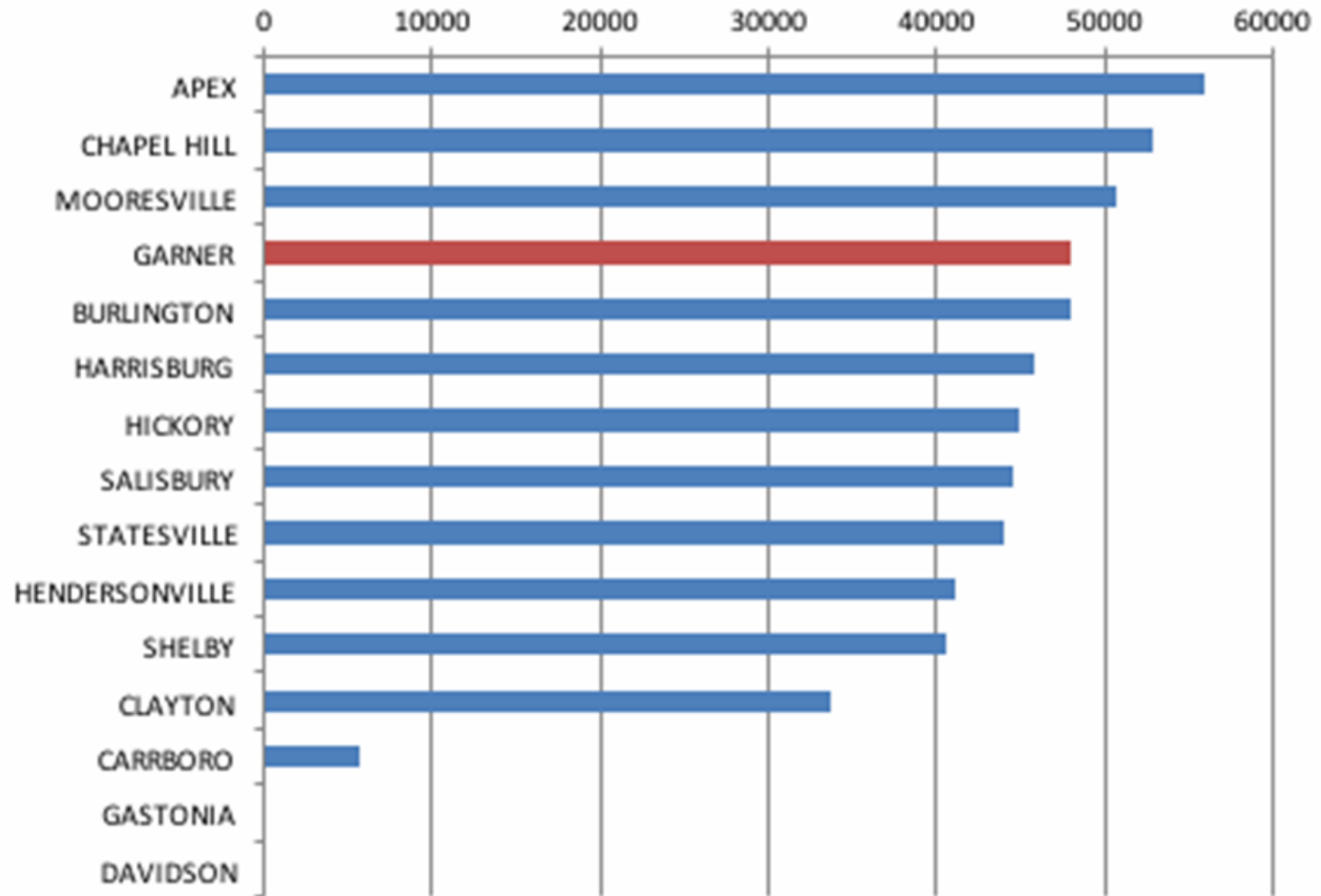
2. # Fire Department Incidents per 1,000 Population



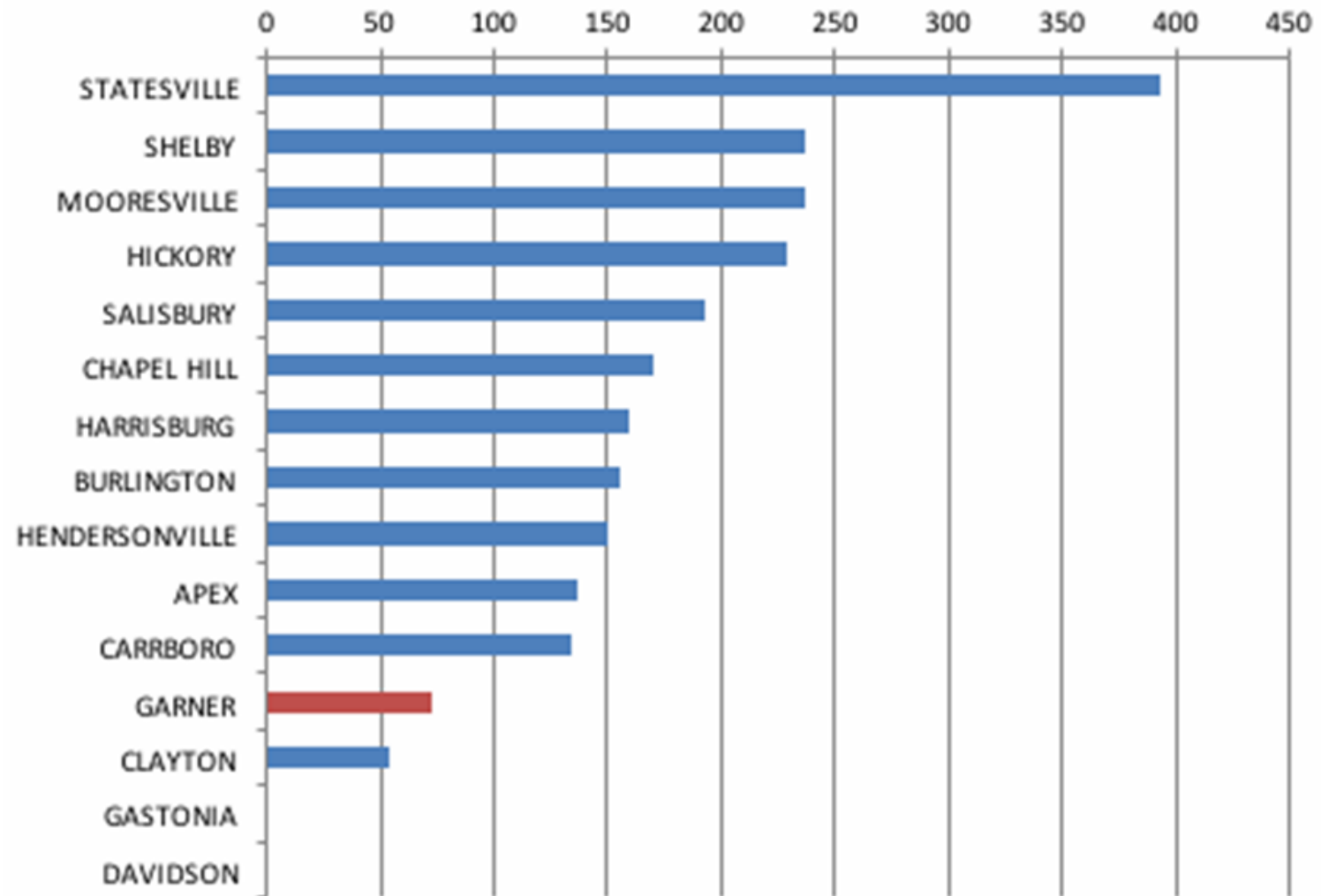
1. Actual fires per 1,000 population



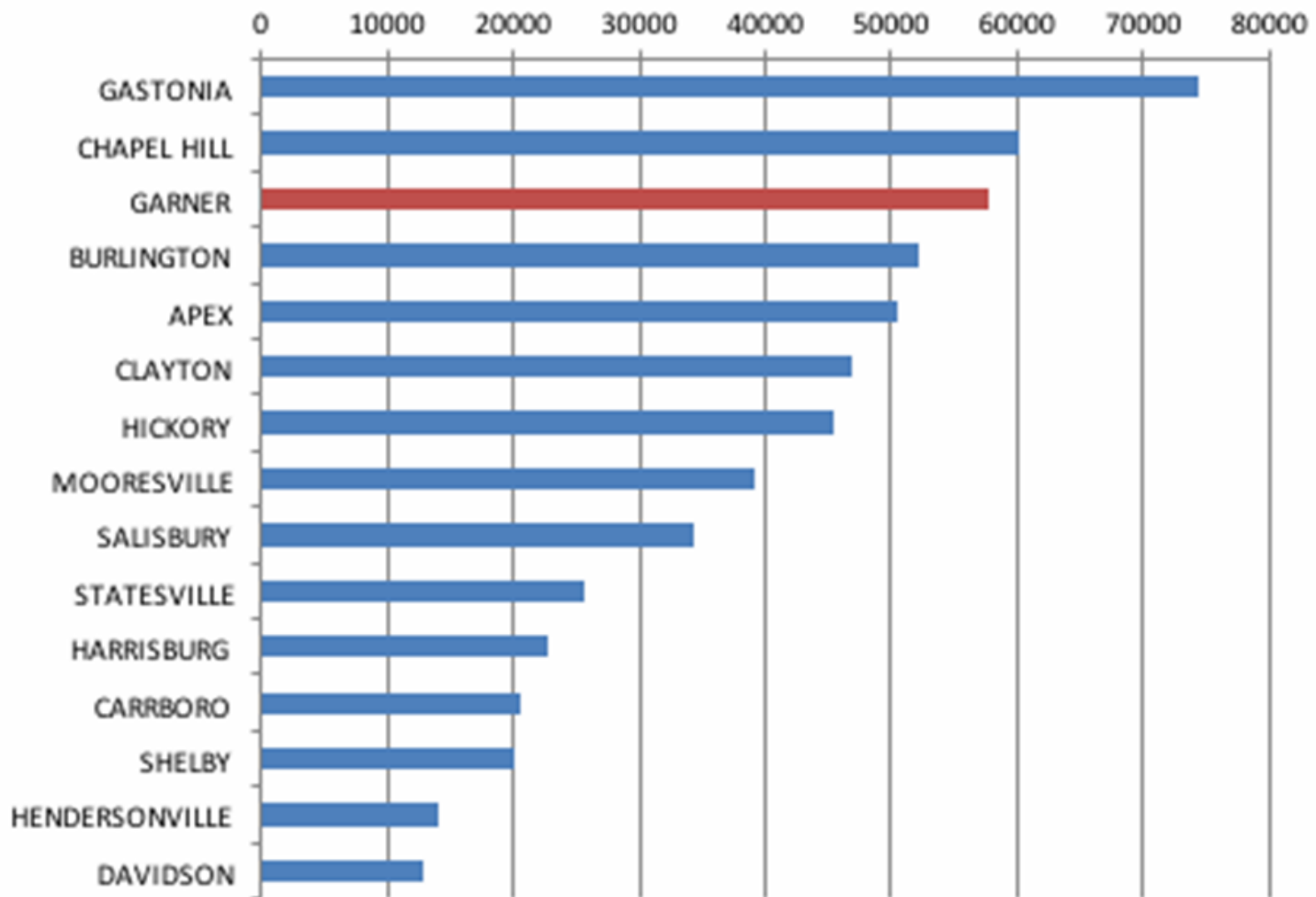
Wages/Salaries per FTE



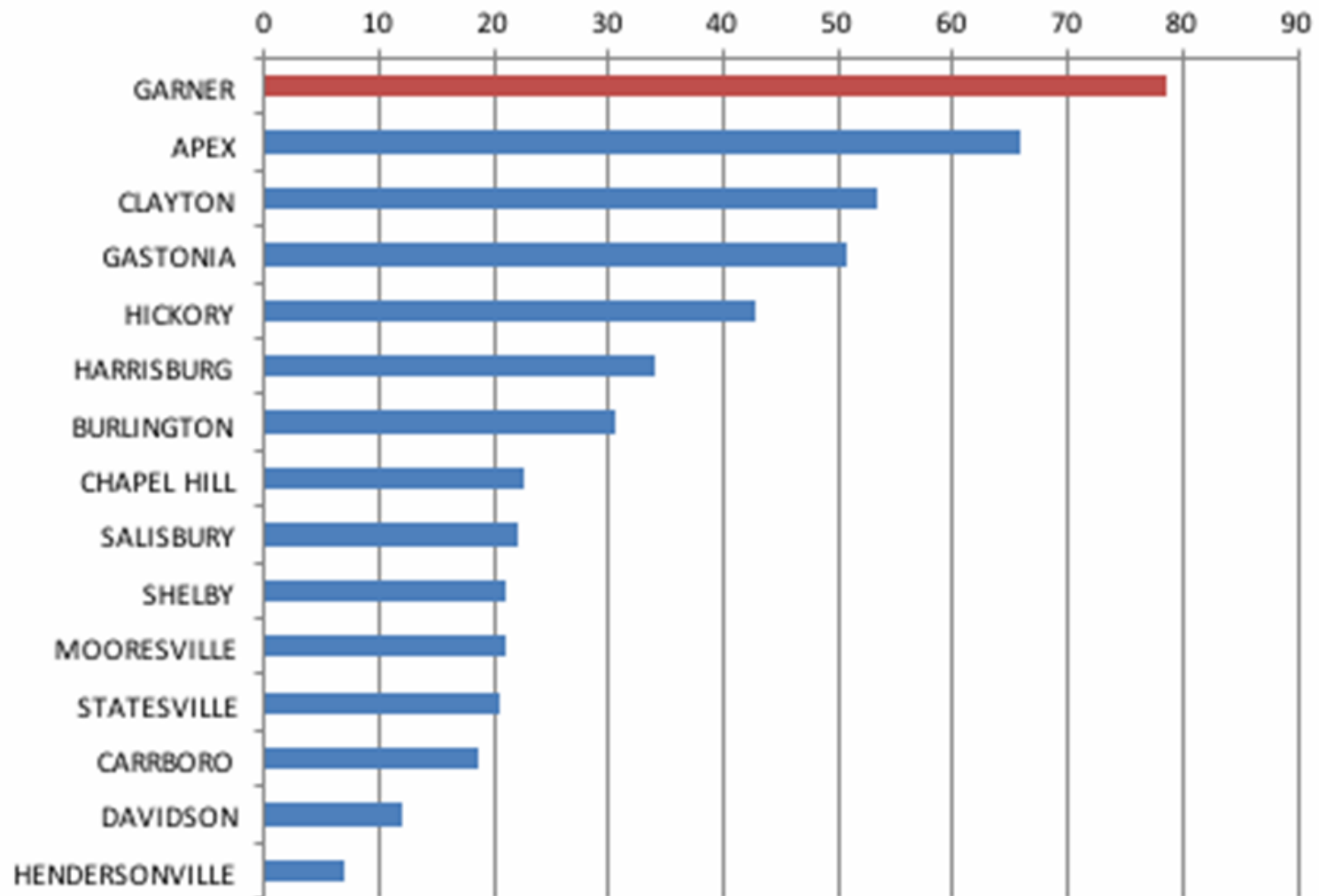
1. Fire Services Costs per Capita



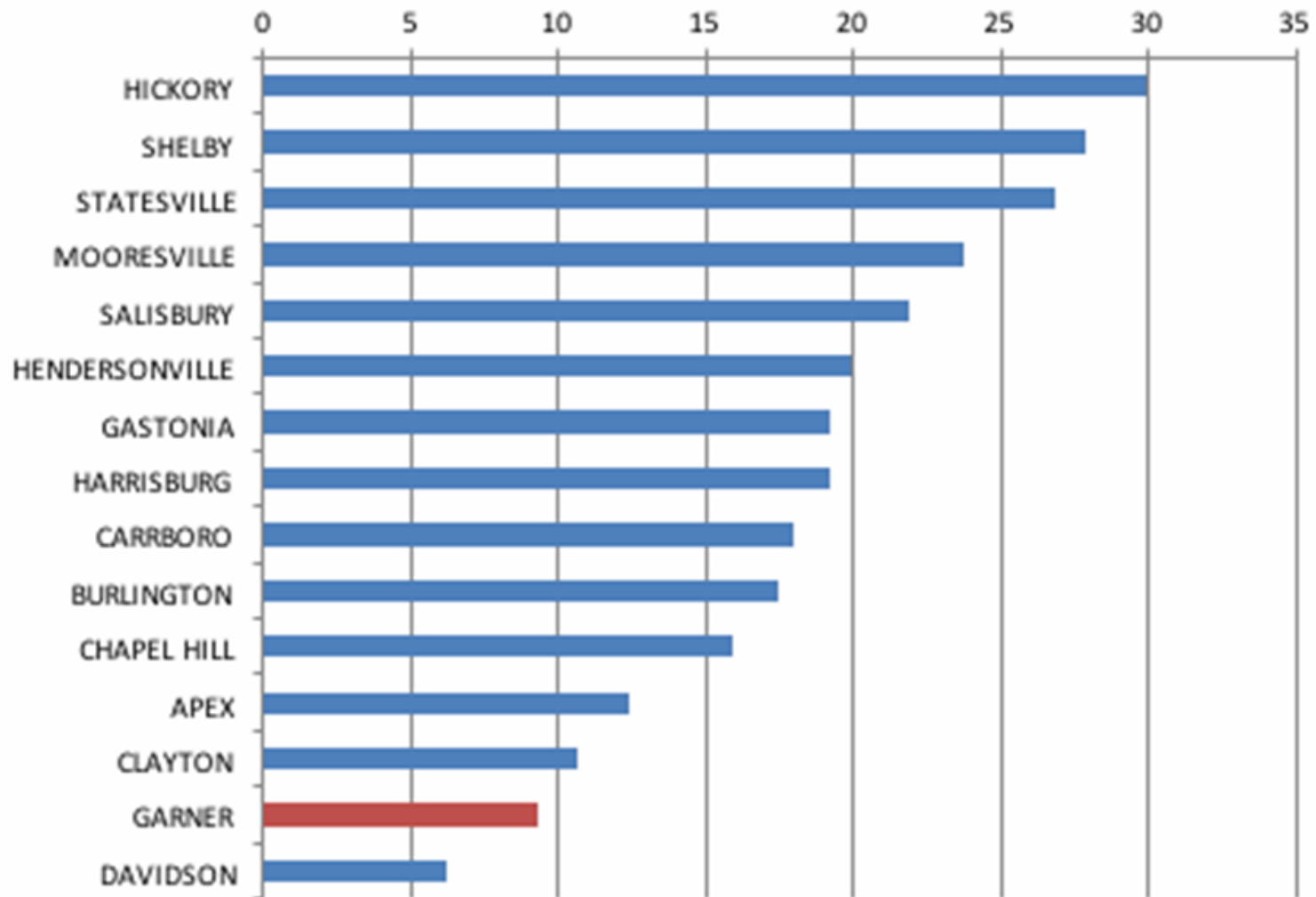
Estimated Service Population



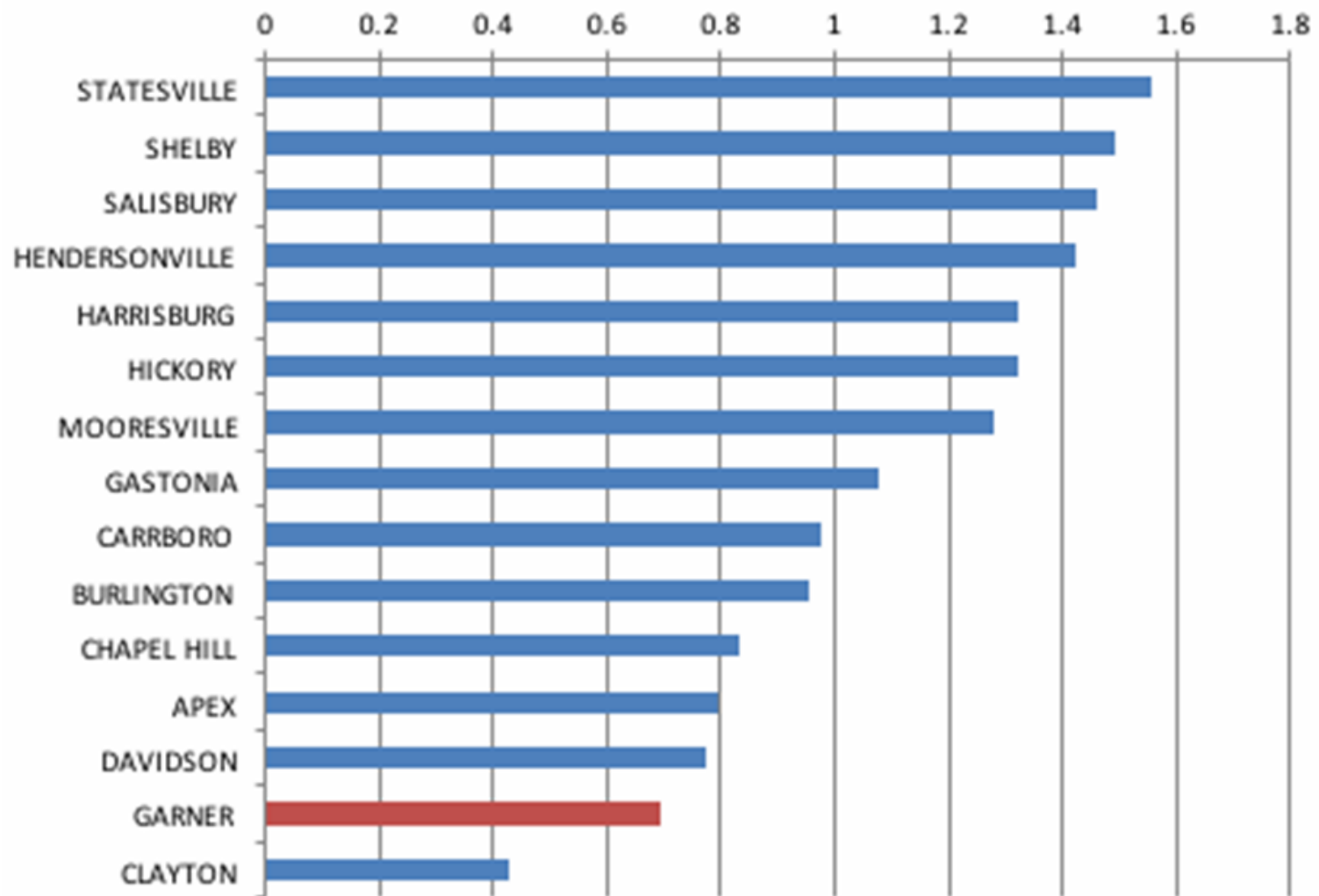
Square Miles of Service Area



2. Fire Services Total Personnel per 10,000 Population



Community Fire Stations per 10,000 Population





Garner Fire Rescue Department Benchmarking Analysis

June, 2018



A Progressive Local Government Initiative Compiled and Presented by:



www.NCFireRescueIS.com

336-266-7998

Garner Fire Rescue Department Benchmarking Analysis June, 2018

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1. Executive Summary	3
2. Graphic Representation of Data	7
3. Individual Performance Charts	10

Fire Services Costs Per Capita
Fire Services Total Personnel per 10,000 Population
Actual Fires per 1,000 Population
Fire Department Incidents per 1,000 Population
Cost Per Fire Department Response
Average Response Time to Priority "1" Calls
Percentage of Fires Contained to Room on Arrival
Personnel Costs as Percent of Total Budget
Operating Costs as Percent of Total Budget
Personnel Costs per FTE
Wages/Salaries per FTE
Firefighters per 10,000 Population
Total Fire Department Staff per 10,000 Population
Administrative Staff per 100 Firefighters
Percentage of Fire Department who are Firefighters or EMTs
Square Miles per Community Fire Station
Population per Community Fire Station
Community Fire Stations per 10,000 Population
Front Line Pumper, Aerial, and Quints per 10,000 Population
Reserve Pumpers, Quints, and Aerials per 10,000 Population
Other Fire Apparatus per 10,000 Population
Fire as a Percent of All Responses
Rescue and Medical Calls as a Percent of All Responses
Good Intent Calls as a Percent of All Responses
False Alarms as a Percent of All Responses
Hazardous Conditions as a Percent of All Responses
Other Calls Not Otherwise Specified as Percentage of All
Actual Fire Responses per 1,000 Population
Rescue and Medical Responses per 1,000 Population
False Alarms Responses per 1,000 Population
Total Fire Department Responses per 1,000 Population
Mutual or Automatic Aid Received as a Percent of All Incidents
Mutual, Automatic, Other Aid Given as a Percent of All Incidents
Mutual Aid Given or Received as a Percent of All Incidents
Average Number of Incidents per Fire Station
Average Turn Out Time for First Arriving Unit
Average Travel Time for First Responding Unit
Average Turn Out and Response Time for First Arriving Unit
Percent of Turn Outs within 1 minute for First Arriving Unit
Percent of Travel Time within 4 Minutes for First Arriving Unit
Percent of Full Response Travel within 8 Minutes
Percent of Full Response within 10 Minutes
Total Fires per 1,000 Population
Actual Structure Fires per 1,000 Population
Structural Fires as a Percentage of Total Fires
Fire Civilian Deaths per 1,000 Population
Estimated Service Population
Square Miles of Service Area
Population Growth 2010-2015
Percent of Population Aged 0-17
Percent of Population Aged 65+
Median Household Income - 2010
Density
Overtime Expenditures

4. Disclaimer

65



Garner Fire Rescue Department Benchmarking Analysis
June, 2018

1. EXECUTIVE SUMMARY

The Garner Fire Rescue Department (GFR) is experiencing population growth which presents increasing complexities to providing core, local-government functions, such as fire and rescue services. Growth and increasing service demands are changing the dynamics within the Town, the rural fire district and within the fire department. When dynamics change, so must the infrastructure and systems that enable and support such basic functions. These “growing pains” are a natural progression in the maturity cycle of fire departments and local government units, and are not unique to Garner. However, GFR is aware of the changing environment, and has proactively initiated some progressive measures to effectively manage that growth and transition, such as initiating an independent, third-party benchmarking analysis of the Garner Fire Rescue Department (GFR).

Purpose:

The purpose of this initiative was to produce an overview look at the current GFR fire and rescue service delivery system as it compares to best practices within similar communities in North Carolina. There was specific interest in developing a comparative analysis of the GFR against similar regional communities. This benchmark comparison was sought to better position the department to determine their own strengths and better identify areas for improvement. This effort will enable the GFR to better manage projected service delivery demands in the next few years, as well as ensure sustainable provision of fire and rescue services in the most efficient manner possible. This work was accomplished with a focus on continuous improvement.

To accomplish this task, GFR engaged North Carolina Fire Rescue Innovative Solutions, LLC (NCFRIS) to provide an independent, third-party analysis. Collaborating North Carolina communities were engaged to provide complex data which was reviewed and organized in order to contrast GFR against communities of similar size, complexity and demographics. This innovative and progressive approach by GFR is to be commended. It requires strong leadership and a progressive-minded fire department to step forward and proactively invite a third-party review of their organization for the purposes of continuous improvement.

NC Benchmarking Responses:

A significant component of this project was to determine how the GFR compared to similar communities in North Carolina. Given Garner’s location in the Triangle, projected growth, hazard-risk analysis results, growth patterns, population, density, neighboring jurisdiction similarities, and other comparable data points, the following fourteen (14) North Carolina municipalities agreed to assist GFR by providing thousands of data points related to their communities and fire departments:



Garner Fire Rescue Department Benchmarking Analysis June, 2018

Apex, Burlington, Carrboro, Chapel Hill, Clayton, Davidson, Gastonia, Harrisburg, Hendersonville, Hickory, Salisbury, Shelby, Statesville, and Mooresville.

A slight bias towards larger communities was utilized given Garner's projected growth for the next five years, however, communities smaller than Garner were given fair representation as well. Coupling data available through the North Carolina School of Government, each of these above comparable municipalities provided an intricate amount of information. A robust data collection tool was utilized to collect and analyze the data. Afterwards, the participating cities reviewed the reports for accuracies and validated the responses. A total of 54 graphic representations were constructed contrasting Garner with the benchmark jurisdictions.

Data was collected and analyzed on more areas than the 54 depicted in graphs, however, in order to present a credible comparison, at least eight comparisons represented a reasonable analysis of data. Of the 54 categories where analysis was applicable, Garner was in the upper quartile of 20 categories (37%), mid-range in 19 categories (35%), and in the lower quartile of 15 categories (28%). **Overall, comprehensive results were not adversely remarkable, or imbalanced, against comparable North Carolina municipalities.** Due to the nature of the comparison, ranking in the upper or lower quartiles is not necessarily a positive or a negative, rather, it is dependent upon where measurement is focused.

Eight Areas in which Garner was **HIGHEST** include:

1. Actual fires per 1,000 population
2. Percentage of Fire Department who are Firefighters or EMTs
3. Fire as a percent of all responses
4. Actual fire responses per 1,000 population
5. Percent of full response travel within 8 minutes
6. Percent of full response within 10 minutes
7. Total fires per 1,000 population
8. Square miles of service area

Comparatively, this data would indicate that:

GFR leads all jurisdictions in fire work load, full complement response times, number of actual working fires and has the largest geographic service area to protect.

GFD ranked **HIGHER THAN MOST** in:

1. Personnel costs as percent of total budget
2. Wages/salaries per FTE
3. Square miles per community fire station
4. Population per community fire station
5. Good intent calls as a percent of all responses
6. Hazardous conditions as a percent of all responses
7. Mutual or automatic aid received as percent of all incidents
8. Mutual aid given or received as a percent of all incidents



**Garner Fire Rescue Department Benchmarking Analysis
June, 2018**

9. Average number of incidents per fire station
10. Percent of turn outs within one minute for first arriving unit
11. Estimated service population
12. Percent of population age 0-17

Comparatively, this data would indicate that:

GFR protects more people than most jurisdictions including more kids age 0-17. In addition, the department more heavily integrates automatic and mutual aid than most, has better turn out times than most and provides more good intent and hazardous condition responses than most.

On the other end of the scale, areas in which Garner was **LOWEST** by comparison include:

1. Reserve pumpers, quints and aerials per 10,000 population
2. Structure fires as a percentage of total fires

Comparatively, this data would indicate that:

GFR operates fewer reserve fire apparatus than any other jurisdiction and has the lowest number of structure fires as a percentage of total fires.

GFD rated **LOWER THAN MOST** in:

1. Fire services costs per capita
2. Fire services personnel per 10,000 population
3. Cost per fire department response
4. Operating costs as a percent of total budget
5. Firefighters per 10,000 population
6. Total fire department staff per 10,000 population
7. Administrative staff per 100 firefighters
8. Community fire stations per 10,000 population
9. Other calls not otherwise specified as a percentage of all
10. False alarm responses per 1,000 population
11. Average turn out time for first arriving unit
12. Percent of population aged 65+
13. Density

Comparatively, this data would indicate that:

GFR costs to provide services are less than most, the total number of firefighters as well as administrative staff are less than most, they operate with fewer fire stations than most, there are fewer senior residents protected and the density is less than most comparable communities.

The remaining fifteen (15) measures were determined to be within **mid-range** or mean average in comparison with data provided by benchmark communities. To note these,



**Garner Fire Rescue Department Benchmarking Analysis
June, 2018**

- Fire department incidents per 1,000 population
- Average response time to priority 1 calls
- Percentage of fires contained to room on arrival
- Personnel costs per FTE
- Front line pumper, aerial and quints per 10,000 population
- Other fire apparatus per 10,000 population
- Rescue and medical calls as a percent of all responses
- False alarms as a percent of all responses
- Rescue and medical responses per 1,000 population
- Total fire department responses per 1,000 population
- Mutual, automatic and other aid given as a percent of all incidents
- Average travel time for first responding unit
- Percent of travel time within 4 minutes for first arriving unit
- Actual structure fires per 1,000 population
- Population growth 2010-2015
- Median household income 2010
- Overtime expenditures

Comparatively, this data would indicate that :

GFR is in the mainstream in demonstrated performance of containing fires to the room of origin, personnel costs, overtime costs, as well as number of responses and incidents.

Fire departments progress and advance when they measure what they believe is important and they constantly evaluate their demonstrated performance, seeking ways and means to improve their service delivery system. The above information can be contributory to the department's ongoing strategic planning process and efforts to meet and exceed national industry standards, current industry research, and best practices.

North Carolina Fire Rescue Innovative Solutions humbly appreciates the opportunity to assist the Garner Fire Rescue Department in this important endeavor and stands ready to provide additional professional services to continue to advance and improve the fire protection service delivery system in the Town of Garner and the Garner Rural Fire District of Wake County, North Carolina.



Garner Fire Rescue Department Benchmarking Analysis
June, 2018

2. GRAPHIC REPRESENTATION OF DATA

Two charts outline and summarize the comparative analysis for the Garner Fire Rescue Department.

Chart 1 on page 8 represents the 54 graphic comparisons in order that they are posted later in this report. The number of benchmark communities for each comparison are listed as well as indicators as to where the GFR is in comparison to the other jurisdictions – upper quartile, mean average or lower quartile. Comments help to indicate the comparative analysis. Colors are added for improved visual appearance. However, it is important to note that green does not necessarily indicate good or best and red does not necessarily poor or worse. Rather, the colors indicate the performance quartile. Each item must be reviewed to best understand the placement.

Chart 2 on page 9 is the same data as Chart 1, but is sorted by group to more easily identify trends and comparative analysis.



Garner Fire Rescue Department Benchmarking Analysis June, 2018

Garner Fire Rescue Benchmarking Analysis Summary of Graphs						
Chart Number	Measurement Category	Benchmark Communities	Comparative Analysis Results			Comment
			Upper Quartile	Mean Average	Lower Quartile	
1	Fire Services Costs Per Capita	13			12 of 15	Less than most
2	Fire Services Total Personnel per 10,000 Population	15			15 of 15	Less than most
3	Actual Fires per 1,000 Population	15	1 of 15			HIGHEST
4	Fire Department Incidents per 1,000 Population	15		8 of 15		Mid-Range
5	Cost Per Fire Department Response	13			12 of 15	Less than most
6	Average Response Time to Priority "1" Calls	13		5 of 13		Mid-Range
7	Percentage of Fires Contained to Room on Arrival	12		7 of 15		Mid-Range
8	Personnel Costs as Percent of Total Budget	12	2 of 12			More than most
9	Operating Costs as Percent of Total Budget	13			11 of 12	Less than most
10	Personnel Costs per FTE	12		5 of 12		Mid-Range
11	Wages/Salaries per FTE	13	4 of 12			More than most
12	Firefighters per 10,000 Population	15			12 of 15	Less than most
13	Total Fire Department Staff per 10,000 Population	15			14 of 15	Less than most
14	Administrative Staff per 100 Firefighters	15			13 of 15	Less than most
15	Percentage of Fire Department who are Firefighters or EMTs	15	1 of 15			HIGHEST
16	Square Miles per Community Fire Station	15	1 of 15			More than most
17	Population per Community Fire Station	15	2 of 15			More than most
18	Community Fire Stations per 10,000 Population	15			14 of 15	Less than most
19	Front Line Pumper, Aerial, and Quints per 10,000 Population	15		11 of 15		Mid-Range
20	Reserve Pumps, Quints, and Aerials per 10,000 Population	12			12 of 12	LOWEST
21	Other Fire Apparatus per 10,000 Population	13		9 of 13		Mid-Range
22	Fire as a Percent of All Responses	15	7 of 15			HIGHEST
23	Rescue and Medical Calls as a Percent of All Responses	15		10 of 15		Mid-Range
24	Good Intent Calls as a Percent of All Responses	15	1 of 15			More than most
25	False Alarms as a Percent of All Responses	15		7 of 15		Mid-Range
26	Hazardous Conditions as a Percent of All Responses	15	2 of 15			More than most
27	Other Calls Not Otherwise Specified as Percentage of All	15			13 of 15	Less than most
28	Actual Fire Responses per 1,000 Population	15	1 of 15			HIGHEST
29	Rescue and Medical Responses per 1,000 Population	15		9 of 15		Mid-Range
30	False Alarms Responses per 1,000 Population	15			12 of 15	Less than most
31	Total Fire Department Responses per 1,000 Population	15		8 of 15		Mid-Range
32	Mutual or Automatic Aid Received as a Percent of All Incidents	15	1 of 15			More than most
33	Mutual, Automatic, Other Aid Given as a Percent of All Incidents	14		10 of 14		Mid-Range
34	Mutual Aid Given or Received as a Percent of All Incidents	15	5 of 15			More than most
35	Average Number of Incidents per Fire Station	15	3 of 15			More than most
36	Average Turn Out Time for First Arriving Unit	12			4 of 12	Less than most
37	Average Travel Time for First Responding Unit	12		5 of 12		Mid-Range
38	Average Turn Out and Response Time for First Arriving Unit	11		5 of 11		Mid-Range
39	Percent of Turn Outs within 1 minute for First Arriving Unit	9	2 of 9			More than most
40	Percent of Travel Time within 4 Minutes for First Arriving Unit	10		6 of 10		Mid-Range
41	Percent of Full Response Travel within 8 Minutes	7	1 of 7			HIGHEST
42	Percent of Full Response within 10 Minutes	8	1 of 8			HIGHEST
43	Total Fires per 1,000 Population	15	1 of 15			HIGHEST
44	Actual Structure Fires per 1,000 Population	15		9 of 15		Mid-Range
45	Structural Fires as a Percentage of Total Fires	15			15 of 15	LOWEST
46	Fire Civilian Deaths per 1,000 Population	3		2 of 3		Mid-Range
47	Estimated Service Population	15	3 of 15			More than most
48	Square Miles of Service Area	15	1 of 15			HIGHEST
49	Population Growth 2010-2015	15		6 of 15		Mid-Range
50	Percent of Population Aged 0-17	15	2 of 15			More than most
51	Percent of Population Aged 65+	15			13 of 15	Less than most
52	Median Household Income - 2010	15		6 of 15		Mid-Range
53	Density	15			14 of 15	Less than most
54	Overtime Expenditures	9		5 of 9		Mid-Range



Garner Fire Rescue Department Benchmarking Analysis June, 2018

Garner Fire Rescue Benchmarking Analysis Summary of Graphs

Chart Number	Measurement Category	Benchmark Communities	Comparative Analysis Results			Comment
			Upper Quartile	Mean Average	Lower Quartile	
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9	Operating Costs as Percent of Total Budget	13			11 of 15	Less than most
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13	Total Fire Department Staff per 10,000 Population	15			14 of 15	Less than most
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45	Structural Fires as a Percentage of Total Fires	15			15 of 15	LOWEST
51	Percent of Population Aged 65+	15			13 of 15	Less than most
53	Density	15			14 of 15	Less than most
4	Fire Department Incidents per 1,000 Population	15		8 of 15		Mid-Range
6	Average Response Time to Priority "1" Calls	13		5 of 13		Mid-Range
7	Percentage of Fires Contained to Room on Arrival	12		7 of 15		Mid-Range
10	Personnel Costs per FTE	12		5 of 12		Mid-Range
19	Front Line Pumper, Aerial, and Quints per 10,000 Population	15		11 of 15		Mid-Range
21	Other Fire Apparatus per 10,000 Population	13		9 of 13		Mid-Range
23	Rescue and Medical Calls as a Percent of All Responses	15		10 of 15		Mid-Range
25	False Alarms as a Percent of All Responses	15		7 of 15		Mid-Range
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52	Median Household Income - 2010	15		6 of 15		Mid-Range
54	Overtime Expenditures	9		5 of 9		Mid-Range
3	Actual Fires per 1,000 Population	15	1 of 15			HIGHEST
8	Personnel Costs as Percent of Total Budget	12	2 of 12			More than most
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48	Square Miles of Service Area	15	1 of 15			HIGHEST
50	Percent of Population Aged 0-17	15	2 of 15			More than most



**Garner Fire Rescue Department Benchmarking Analysis
June, 2018**

3. INDIVIDUAL PERFORMANCE CHARTS

Data is provided by collaborating jurisdictions throughout North Carolina for the 2015-2016 fiscal year as that is the most recent data that has been consistently validated by those municipalities.

Also, there are some graphs where results are not posted in the preferred highest to lowest format. This is due to an uncorrectable Excel algorithm. We apologize in advance for any inconvenience due to this inconsistency.



Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: September 18, 2018		
Subject: Budget amendment for carry forward Purchase Orders from FY 2018		
Location on Agenda: Consent		
Department: Finance		
Contact: Pam Wortham, Finance Director		
Presenter: Pam Wortham, Finance Director		
Brief Summary: Budget amendment to rollover purchase orders still open on June 30, 2018. These are items or services ordered prior to June 30 but not received or delivered before this date. This is standard procedure to officially recognize these items as part of the next year's budget, and are accounted for through the assigned fund balance category that sets money aside for these planned expenditures.		
Recommended Motion and/or Requested Action: Adopt Ordinance (2018) 3931		
Detailed Notes: See attached memo		
Funding Source: Appropriated fund balance		
Cost: 692,952	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: N/A		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	PW	
Finance Director:	PW	
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

FINANCE DEPARTMENT MEMORANDUM

TO: RODNEY DICKERSON, TOWN MANAGER
FROM: PAM WORTHAM, FINANCE DIRECTOR
SUBJECT: BUDGET AMENDMENT – CARRY OVER PURCHASE ORDERS
DATE: AUGUST 27, 2018

GENERAL FUND

- At the close of FY 2017-18, there were open purchase orders totaling \$692,952. These are for goods or services that were ordered prior to the close of the year, but were not delivered or completed prior to June 30. These items then become part of the FY 18-19 budget, and a budget amendment needs to be approved to officially recognize these items.

Please note that these are all additions to the current budget.

If you have any questions or concerns, please let me know. Thank you.

ORDINANCE (2018) 3931

ORDINANCE AMENDING ORDINANCE NO. (2018) 3916
WHICH ESTABLISHED THE 2018-2019 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:

General Fund Budget Changes:

Account #	Account Description	Current Budget Amount	Amended Budget Amount	Net Budget Revision
Expenditures:				
10-4410-00-5243-00	Finance-Contract Svcs	119,084	176,831	57,747
10-4550-00-5214-50	Economic Incentives	-	70,000	70,000
10-4610-00-5210-00	Planning-Prof Svcs	6,000	9,200	3,200
10-4610-00-5243-00	Planning-Contract Svcs	54,068	80,368	26,300
10-4910-00-5233-99	IT-Non Capital Equipment	37,416	40,321	2,905
10-5615-00-5243-85	Pub Works-Powell Bill	530,000	1,047,000	517,000
10-5620-00-5233-00	Pub Works-Snow Removal	10,318	26,118	15,800
Revenues:				
10-3090-00-4969-00	Fund Balance Approp	(562,857)	(897,934)	(335,077)

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 September, 2018.

Ronnie S. Williams, Mayor

ATTEST: _____
Stella L. Gibson, Town Clerk

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: September 18, 2018		
Subject: Aversboro Road Lane Striping		
Location on Agenda: Old/New Business		
Department: Town Manager's Office		
Contact: John Hodges, Assistant Town Manager - Development Services		
Presenter: John Hodges, Assistant Town Manager - Development Services		
<p>Brief Summary:</p> <p>NC DOT will begin resurfacing Aversboro Road between Timber Drive and 7th Avenue in next few weeks. Joey Hopkins, Division Engineer, asked if the Town would like to stripe this segment of Aversboro Road as three lanes - one lane in each direction with a turn lane in the center. There would be extra pavement on each side that would be delineated with a solid line, creating space that could be used by bikes, but would not be marked as dedicated bike lanes until we chose to. NC DOT noted that the markings could be done with paint instead of thermoplastic to allow for easier reconfiguration if desired.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Receive Council input on lane striping.</p>		
<p>Detailed Notes:</p> <p>The proposed striping plan is similar to a concept in the Garner Forward Transportation plan - shown on the attached page - WITHOUT the planted medians and the bicycle markings (which have been marked with a red "X").</p>		
<p>Funding Source:</p> <p>NA</p>		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<p>Manager's Comments and Recommendations:</p>		
<p>Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/></p>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:		
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

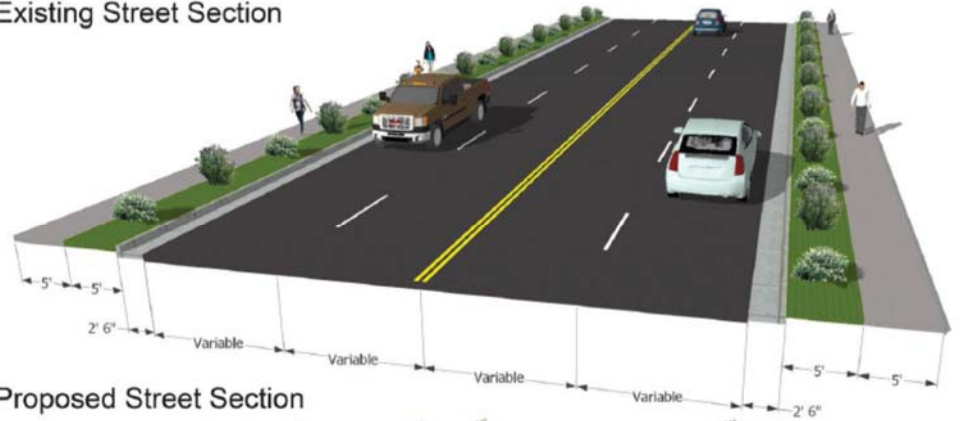
ROAD DIET

NOUN

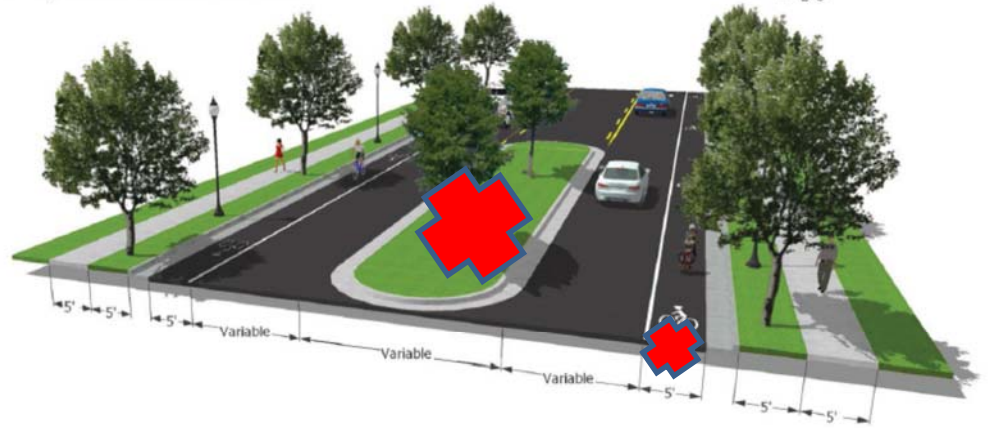
Removing travel lanes from roadways and utilizing space for other uses and travel modes (Federal Highway Administration Safety Program)

The figures to the right show the existing Aversboro Road cross-section compared to the new road diet cross-section, which is more bike and pedestrian-friendly, with bike lanes and sidewalks.

Existing Street Section



Proposed Street Section



Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: September 18, 2018		
Subject: 2018 Pavement Condition Assessment Project Award		
Location on Agenda: Old/New Business		
Department: Engineering		
Contact: Jonathan Ham, Asst. Town Engineer		
Presenter: Jonathan Ham, Asst. Town Engineer		
Brief Summary: The Engineering Department is seeking approval to award the 2018 Pavement Condition Assessment Project to The Kercher Group.		
Recommended Motion and/or Requested Action: Approve award of project to The Kercher Group.		
Detailed Notes: See attached memo.		
Funding Source: Street and Sidewalk Bonds		
Cost:	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: N/A		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	TC	
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

MEMO

TO: Town Council

FROM: Jonathan Ham, Assistant Town Engineer

DATE: September 18, 2018

RE: 2018 Pavement Condition Assessment Award – The Kercher Group

As directed, staff developed a request for qualifications (RFQ) for the 2018 Pavement Condition Assessment Project. The RFQ was sent to potential firms and posted on our website in July 2018. We received six proposals from the following: The Kercher Group, Withers Ravenel, IMS Infrastructure Management Services, REI Engineers, SITE, and McGill Associates.

A review team was assembled to read and score the qualifications based on the criteria given in the RFQ and to ensure compliance with the Mini-Brooks Act. Based on the scores and discussions of the review team, The Kercher Group was found to be the most qualified and submitted projects that were nearly identical in scope and direction to the anticipated Town project. Staff met with Kercher and together developed a scope for the project. Kercher's proposed fee for the work is \$81,880.00.

The Kercher Group has worked with numerous municipalities on similar projects with success. With this in mind, the Engineering Department is recommending the award of the 2018 Pavement Condition Assessment contract to The Kercher Group.

Please let me know if you have any questions.

Town of Garner, NC

Scope of Work for Professional Services

- Pavement Condition Survey (PCS)
- Pavement Management System (PMS) Implementation and Reporting
- On-Call Technical Support



Submitted by:
The Kercher Group, Inc.

August 21, 2018



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COVER LETTER

August 21, 2018

Mr. Jonathan Ham, P.E., C.F.M.
Assistant Town Engineer
Town of Garner, NC
900 7th Avenue
Garner, NC 27529

Reference: Professional Services – Pavement Condition Survey, Pavement Management System Implementation, Reporting and On-Call Technical Support
Town of Garner, North Carolina
Kercher Proposal No.: 18-0701P

Dear Mr. Ham:

The Kercher-SEPI team is pleased to have been selected by the Town of Garner for the above project. Pursuant to your request, our firm has prepared this Scope of Work for your review and approval. The Kercher Group, Inc. (Kercher) hereby proposes to provide the professional services outlined herein, necessary to provide the Town of Garner (Town) with a Pavement Condition Survey, Pavement Management System Implementation, Report and On-Call Technical Support. Accordingly, we propose to provide the following services:

List of Basic Services

Year 1

- Task 1.1. Pavement Condition Survey (PCS)
- Task 1.2. Pavement Management System (PMS) Implementation and Reporting

Yearly Recommended On-Call Technical Support (3 Years) - Optional

- Task 1.3. On-Call Technical Support (Between Surveys)

Fee

Kercher can provide the services referenced above for **\$46,030.00** for Year 1 and the Recommended On-Call Technical Support services between condition surveys for a period of three (3) Years for a total supplemental fee of **\$35,850**. A detailed Fee breakdown is defined in the FEE AND METHOD OF PAYMENT Section.

Should you have any questions or require additional information, please don't hesitate to reach out to Steve Lander or me (slander@kerchergroup.com or svarnedoe@kerchergroup.com) at your earliest convenience. Should the Town of Garner find this Proposal/Contract acceptable, please have a legally authorized representative of the Town sign a minimum of two copies and return one copy for Kercher's files.

Sincerely,

The Kercher Group, Inc.



William S. Varnedoe, P.E.
Principal



SCOPE OF SERVICES

This section of the document provides a list of the services to be provided for each task. It describes the work to be done and the deliverables provided for each task.

Year 1

Task 1.1. Pavement Condition Survey (PCS)

Task 1.1.1 Project Kickoff Meeting

The Project Kickoff Meeting is a critical first step to ensure that the overall scope of the project is understood, including the roles and responsibilities of both the Kercher team and all Town representatives. This will initially focus on project management including schedule and budget review, general project goals including deliverables, and delivery of Town supplied data. All Town requirements and anticipated consultant performance on the project will be clearly identified.

As part of the Kickoff Meeting, Kercher will also work closely with key Town staff to:

1. Review current practices and policies including pavement maintenance and preservation, type of treatments used, historical expenditures and performance goals.
2. Identify and assess suggested refinements in practices and policies including a range of pavement maintenance, preservation (includes reflective crack mitigation), rehabilitation and reconstruction strategies; timing of treatments and reporting formats.
3. Review the capabilities of the AgileAssets® Pavement Analyst software which is proposed to be implemented as part of Kercher's Local Government Group System.
4. Identify specific software setup requirements to best meet the business processes.
5. Review the project schedule.
6. Review pavement management goals.
7. Identify the necessary files for the Pavement Evaluation.

Task 1.1.2. Project Setup

Kercher will request from the Town the latest GIS files, lists of roads added or removed since the last pavement condition survey (PCS), and an electronic version of the latest Town street map. With the assistance of Grantham Geographic, our long-standing GIS sub-consultant, the GIS data will then be imported into the ESRI ArcPad application which allows Kercher to thoroughly and accurately record all survey data. The last step before going out into the field is to check this data against the Town street map to make sure the ownership information is shown correctly for each segment and that all Town owned segments are included. Ownership questions will be brought to the attention of the Town's Project Manager for clarification.

Task 1.1.3. Data Collection

The Kercher Group, Inc. (Kercher) with the assistance of its proposed sub-consultant, SEPI Engineering and Construction (SEPI), will perform a PCS which is linked to the Town’s GIS centerline database of all asphalt pavement street segments within the Town of Garner owned or maintained by the Town (up to 105 centerline miles). This will involve riding each segment and observing and quantifying the severity and extent of each pavement distress. The Long-Term Pavement Performance (LTPP) PCS method recommended by the Federal Highway Administration (FHWA) will be used to collect the following distresses:

- Structural (Alligator) Cracking – 3 Severities and 6 Levels of Extent
- Transverse Cracking – 3 Severities and 4 Levels of Extent
- Block Cracking – 3 Severities and 6 Levels of Extent
- Patching and Potholes – 3 Severities and 6 Levels of Extent
- Surface Defects (Raveling) – 3 Severities and 4 Levels of Extent
- Rutting and Roughness – 3 Severities and 4 Levels of Extent
- Reflective Cracking – 3 Severities and 4 Levels of Extent

Task 1.2. Pavement Management System (PMS) Implementation and Reporting

Task 1.2.1. AgileAssets Software

This Task will include the software subscription costs for the AgileAssets Software for the first year. The subscription year starts when this Proposal/Contract is executed or attached to an executed Town contract. The license agreement for the software will be directly between the Town of Garner and AgileAssets, Inc., however, annual invoicing from AgileAssets, Inc will be routed through The Kercher Group, Inc. to the Town of Garner.

The software subscription cost is a direct cost that is remitted to AgileAssets, Inc. with no retainer or other cost benefit to Kercher. For billing purposes, the Town will pay Kercher for the software license and Kercher will then remit payment to AgileAssets, Inc.

Task 1.2.2. AgileAssets System Setup

For this task Kercher will provide the following services: import Town inventory and condition data into the AgileAssets software, set up decision trees, and import unit costs.

Task 1.2.3. Optimization Analysis

Kercher will perform an analysis of the pavement condition data to determine the type and cost of repair for each pavement segment, as well as, budget optimization. Analysis and reporting will be performed using AgileAssets’ *Pavement Analyst* web-based pavement management software which has been configured by Kercher specifically for a municipal street environment. The Software utilizes integer optimization which considers all possible projects within the roadway network based on any number of

constraints. It is the only software currently available to local agencies that can perform multi-constraint integer optimization analysis. This allows the user to easily determine the greatest amount of benefit for any fixed budget or conversely determine the lowest level of funding needed over time to meet user-specified performance goals. This results in the most cost-effective project selection for any given budget scenario the Town requires. This also ensures that the least amount of money is being spent to provide the highest possible level of service.

For the Analysis services, Kercher will provide the following:

- Conduct a web-meeting with Town staff to discuss the maintenance activities and unit costs that will be incorporated into the analysis. Kercher will advise the Town on treatment options based upon best practice and their unique knowledge of pavement preservation and rehabilitation strategies.
- Multi-Constraint Optimization Analysis for up to five levels of funding over a 10-Year Period. This will include a worst-first and an optimized scenario for the current roadway maintenance funding level. This can include comparing alternative maintenance activities or different funding levels.

Task 1.2.4. Report Development

Kercher will develop a detailed report based on the results of the optimization analysis performed in Task 1.2.3. Three copies of the report will be submitted to the Town for review and acceptance. This report and deliverables will contain the following:

- A Street Inventory
- An unconstrained analysis that demonstrates the total backlog of the roadway network.
- Recommended maintenance activities and associated estimated costs for the current year.
- Budget scenario graphs and charts. By utilizing the Software, Kercher will generate up to five multi-year budget scenarios based on revenue to determine the funding necessary to meet desired pavement condition index (PCI) goals. Because the Software uses optimization, Kercher will have the ability to reduce the Town’s maintenance backlog and increase the PCI in the most cost-effective manner. This Software proves to be of great benefit for justifying the pavement management plan funding to Council. The budget scenario graphs and charts from the Software analysis provided over a 10-Year Period will include:
 - Change in Pavement Condition Index (PCI)
 - Change in Backlog – By Maintenance Cost (Sorted by Treatment Categories)
 - Change in Backlog – By Mileage (Sorted by Treatment Categories)

Notes:

1. Backlog by Cost graphs show the amount of unfunded pavement repair needs. It is a method to “monetize” the amount of pavement deterioration that is occurring over time throughout the pavement network.
2. Backlog by Mileage graphs show the miles of pavements that are in the different treatment categories.

- Based on these annual funding amounts, Kercher will generate the optimized work plan for the selected funding level. This work plan will become the basis for determining which projects will be constructed each year.
- A section containing the descriptions of maintenance activities.
- A PowerPoint presentation of PCS and analysis findings.
- A digital copy of the final GIS shape file in ESRI compatible format containing completed pavement condition inventory data, PCIs, recommended maintenance activities and cost information for your records, along with an electronic copy of the written report in PDF format.

Task 1.2.5. Deliverables Meeting

Kercher will present the findings of the PCS, Optimization Analysis and Reporting in a Deliverables Meeting at a Town facility.

Yearly Recommended On-Call Technical Support (3 Years) - Optional

Task 1.3. On-Call Technical Support Between Surveys

Kercher has been assisting DOTs, counties and municipalities across the country with pavement management and engineering services for more than 24 years. The most successful and sustainable programs have a common thread in that their pavement management systems are utilized on an on-going basis to track work history and performance and to drive decision making. While conducting only a PCS every few years is a widespread practice by many local government agencies, this approach has its shortcomings. This is largely because construction history information, which takes place between condition surveys, is usually not tracked or stored in a location that is readily accessible for decision making purposes. Attrition and knowledge transfer are an on-going challenge for most public agencies. All too often the person with the most roadway project knowledge decides to retire or leave, taking along all of the road maintenance and construction history with them. This is a huge problem. Better decisions are made when the right data is readily available such as knowing all the information about Town construction projects. To provide the best consulting services and not just follow common practice, we recommend the following services for this Task.

Task 1.3.1. Construction History Updates

Kercher will assist with importing/entering construction history from the completed Town construction projects as required. This will provide the Town with a permanent record of the past maintenance activities in one location. From this information, project level performance can be tracked enabling the Town to better address changes to the program for long term success. The information that can be imported includes: contract number, contactor name, subcontractor name, inspector, treatment type, affected road segments, notes or comments, and files (construction documents, pictures, etc.). In years preceding the PMS implementation, the Town will always know the current condition of the roadway network based on its maintenance efforts. For this Task, Kercher has initially allocated 20 hours per year at \$165.00 per hour for three (3) years.

Task 1.3.2. Update Scenarios and Technical Support

Based on Construction History updates, Kercher can run updated scenarios to assess the effects of current maintenance practices and completed projects on the current and future network conditions. This will allow the Town to make changes quickly rather than waiting until the next PCS. Also, running “what if” scenarios is important when trying to determine the financial benefit of alternative maintenance activities and varied funding amounts.

Kercher will also provide technical support which can include but is not limited to: business process review, providing recommendations for broadening the pavement treatment tool box, general consulting services, and any services necessary to aid in successfully implementing the Town’s pavement management program. For this Task, Kercher has allocated 20 hours per year at \$165.00 per hour for three (3) years.

Task 1.3.3. AgileAssets Software

The AgileAssets Software annual subscription fee as described in Task 1.2.1. AgileAssets Software will be provided for three (3) years of this Contract (same terms and conditions).

CONDITIONS OF BASIC SERVICES

The Kercher Group, Inc. shall provide the basic services outlined above subject to the following conditions:

- A. Pavement management is not intended to be an engineering program that provides “final design, all-inclusive scope-of-work” recommendations for every street nor the preparation of contracts and specifications. When considering that only a small percentage of streets are repaired each year, such a detailed study would be a very costly and time-consuming activity. This amount of detailed information is simply not needed at the “network-level” planning stage. Therefore, a detailed project-level analysis is not included in this Proposal. If such work is desired, an additional fee would be required.
- B. Kercher will use typical costs as documented by the Town or based on local prevailing rates to provide approximate repair costs. Actual construction costs can vary greatly depending upon many factors such the size and scope of work including composition of types of repairs (patching, crack sealing, rotomilling, utility adjustments, etc.), number of bidders, time of year, cost of raw materials, etc. Additionally, as stated in Item A of this section, a detailed project-level investigation is not warranted at this time. Once a project-level investigation including field measures is performed, a more accurate scope-of-work can be developed which will help to improve the accuracy of the estimated costs.
- C. A visual windshield survey with up-close inspection of the pavement surface, when needed, will be used to determine the severity and extent levels of existing pavement distresses at the surface only. As stated in Item A of this section, this is a “network-level” planning exercise. Therefore, no destructive or non-destructive material testing procedures are included in this Proposal.
- D. The Kercher team will supply a trained, two-person rating crew and vehicle for the field data collection. We have found that a greater level of accuracy can be achieved with the ratings when a two-person rating crew is used. This is because our rater drives the vehicle, which is the best position to view the distresses, and the person inputting the data is also observing the distresses

and openly discusses with the rater what they have observed. This open dialog provides the necessary checks and balances for obtaining the most accurate data.

- E. The Town of Garner will supply Kercher with a current GIS centerline database (including street centerline, parcel data, Town limits, and street ownership [i.e. Town or State]) for the GIS-linked survey, a listing of the high and low volume streets and a copy of the most recent Town Powell Bill map. The Street Inventory File shall be import-ready, containing the proper street segmentation and associated data to be imported. If modifications are needed to the GIS centerline database, an additional fee may be required.
- F. The Town of Garner maintains approximately 105 miles of streets within its corporate limits. This Proposal only includes streets maintained by the Town of Garner and does not include any evaluation of NCDOT or privately maintained streets within the Town limits. If other streets are to be included, or there are more than 105 miles of streets to be rated, an additional fee will be required.
- G. A standard municipal Software setup, which has been customized for North Carolina agencies, will be used for this project. This includes standard decision trees and maintenance activities that are common to local government agencies in the region. Kercher’s standard decision trees reflect our recommendations for triggering appropriate maintenance activities at each level of pavement deterioration. Unless instructed otherwise, the maintenance activities that may be used include: rejuvenators, preservation, thin overlay, crack seal, full-depth patching, rehab (minor – 2” mill and fill), rehab (major – 4” mill and fill) and full-depth reclamation (reconstruction). Maintenance activities can be eliminated from the decision-making process without changing the setup. Other changes to the standard setup may require an additional fee.
- H. AgileAssets, Inc.’s Pavement Analyst software will be used to perform the Optimization Analysis using Kercher’s standard municipal setup within the Kercher Municipal Group System. For this Proposal, the Town will not have direct access to use the Software. The Annual Subscription Fee of \$5,350.00 for the first year is included in Kercher’s Fee.
- I. Pavement performance models will not be specifically developed for the pavements within the Town of Garner. The development of performance models is a very expensive endeavor and requires vast amounts of quality pavement condition data and construction history records. The software system will utilize performance models developed by Kercher based upon actual experience and validation on similar street networks in North Carolina.
- J. If additional work is required that is not included in this Proposal, it will be charged on a Time and Materials basis, based on Kercher’s corporate billing rates which are included in Attachment A.

FEE AND METHOD OF PAVEMENT

The Professional Services provided on this project as specified in Tasks 1.1. and 1.2. will be performed on a fixed fee basis at a total cost of \$46,030.00. Task 1.3 (Recommended) is proposed on a time and material basis. The Fee for providing the basic services including (Recommended) Task 1.3 as set forth herein shall be Eighty-One Thousand, Eight Hundred Eighty and Zero Cents (**\$81,880.00**). Said Fee is based upon acceptance of this Proposal/Contract within the next 90 days. Kercher reserves the right after 90 days to adjust the cost of these services in accordance with increases in company rates. The Fee breakdown is detailed Table 2 on the next page.

Table 1 - Fee Breakdown by Task and Year

Professional Services	Amount
Year 1	\$46,030.00
Task 1.1. Pavement Condition Survey (PCS)	\$23,600.00
Task 1.1.1. Kickoff Meeting	\$1,320.00
Task 1.1.2. Project Setup	\$1,770.00
Task 1.1.3. Data Collection	\$20,510.00
Task 1.2. Pavement Management System (PMS) Implementation and Reporting	\$22,430.00
Task 1.2.1. AgileAssets Software	\$5,350.00
Task 1.2.2. AgileAssets System Setup	\$5,780.00
Task 1.2.3. Optimization Analysis	\$5,780.00
Task 1.2.4. Report Development	\$4,230.00
Task 1.2.5. Deliverables Meeting	\$1,290.00
Yearly Recommended On-Call Technical Support (3 Years) - Optional	\$35,850.00
Task 1.3. On-Call Technical Support	\$35,850.00
Task 1.3.1. Construction History Updates	\$9,900.00
Task 1.3.2. Update Scenarios and Technical Support	\$9,900.00
Task 1.3.3. AgileAssets Yearly Software (3 Years)	\$16,050.00
Contract Total	\$81,880.00

- Method of Payment - Invoices shall be submitted monthly. Invoices shall be based upon an estimate of the percentage of work completed and will be compensated for that portion of the task, less any prior payments made by the Town. Payment is required within 30 days of the invoice date, after which a 1.5% per month service charge may be added. Failure to receive payment within the required 30-day period shall result in the ceasing of all services regarding this Contract until said balance with interest is paid in full. Fees for providing any additional services over and above those set forth in Scope of Service of this proposal shall be negotiated between the Town and Kercher and agreed upon in writing as a task order amendment prior to commencement of said work.
- Fees for providing any additional services over and above those set forth in Item I and II of this Proposal shall be negotiated between the Town and Kercher and agreed upon in writing as a task order amendment prior to commencement of said work.

ACCEPTANCE

I, _____,

(Name - Printed)

(Title - Printed)

(Name of Company/Organization)

hereby agree to the terms contained herein and accept obligation for payment of same. As such, I hereby authorize The Kercher Group, Inc. to proceed with the services outlined herein, on this the _____ day of _____, 2018.

Town of Garner

Date

For billing purposes, please provide the following information:

Legal Billing Entity: _____

Billing Contact: _____

Mailing Address: _____

Billing Contact's Telephone: _____

Billing Contact's Facsimile: _____

Billing Contact's E-Mail: _____

Project Contact: _____

Project Contact's Telephone: _____

Project Contact's Cell Phone: _____

Project Contact's Facsimile: _____

Project Contact's E-mail: _____

Should the above information change during this project, please contact Kercher as soon as possible.



ATTACHMENT A

Hourly Rates for Kercher Employees for Professional Services

Kercher billing rates for professional engineering services during Y2018 shall be as shown in Schedule A below. These are the hourly rates that would be used to determine the cost of additional services.

SCHEDULE A

<u>Title</u>	<u>Billing Rate</u>
Principal/Specialist	\$211.00/Hr.
Project Manager	\$165.00/Hr.
Construction Manager	\$152.00/Hr.
Senior Engineer Technician	\$125.00/Hr.
Senior Field Technician	\$125.00/Hr.
Field Technician	\$115.00/Hr.
Inspector	105.00/Hr.
Clerical	\$50.00/Hr.

Miscellaneous Costs:

Reproduction costs are billed at direct cost (no markup) for mass reproduction when outside printing services are used.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: September 18, 2018		
Subject: Timber Drive Sidewalk Connectors Contract Award		
Location on Agenda: Old/New Business		
Department: Engineering		
Contact: Jonathan Ham, Asst. Town Engineer		
Presenter: Jonathan Ham, Asst. Town Engineer		
Brief Summary: The Engineering Department is seeking approval to award SEPI Engineering and Construction the engineering and design services contract for the Timber Drive Sidewalk Connectors Project.		
Recommended Motion and/or Requested Action: Approve award of engineering/design services contract to SEPI for project.		
Detailed Notes: See attached memo.		
Funding Source: Street and Sidewalk Bonds (20%), NCDOT Reimbursement (80%)		
Cost:	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: N/A		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	TC	
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

MEMO

TO: Town Council

FROM: Jonathan Ham, Assistant Town Engineer

DATE: September 10, 2018

RE: Timber Drive Sidewalk Connectors Project – SEPI

As directed, staff developed a request for qualifications (RFQ) for the design of the Timber Drive Sidewalk Connectors Project. The RFQ was sent to potential firms and posted on our website earlier this year. We received proposals from SEPI Engineering and Construction, and from Ramey Kemp and Associates. After consultation with NCDOT (since this is a LAPP project), the Town was allowed to review and make the selection since both firms were considered qualified to perform the work.

A review team was assembled to read and score the qualifications statements based on the criteria given in the RFQ and to ensure compliance with the Mini-Brooks Act. Based on the scores and discussions of the team, SEPI was found to be the most qualified and submitted projects that were nearly identical in scope and direction to the anticipated Town project. Furthermore, SEPI has worked with the Town on previous LAPP Projects with success and their staff is very familiar with the Town of Garner.

Staff met with SEPI and developed a scope for the project. The total proposed fee for the project design is \$68,107.07.

The Engineering Department is recommending award of the Timber Drive Sidewalk Connectors Project contract to SEPI Engineering and Construction.

Please let me know if you have any questions.

Attachment A

Timber Drive Sidewalk NCDOT TIP EB-XXXX Scope of Work – 08/10/2018

This Scope of Services represents the necessary services to complete the scope described in detail in this document. SEPI will provide engineering services for the development of construction plans for this project. The general scope of the project is to design a sidewalk along the south side of Timber Drive between Harth Drive and the Timber Crossings Shopping Center, and also between Stowe Place and Blanton Street (approximately 0.7 miles). The following engineering services will be included in this scope:

Task 1: Design and Construction Plans

A. Existing Conditions Survey

The Consultant will create planimetric and topographic surveys of existing conditions along the corridor (including existing property boundaries, right of way and easements) suitable for design.

Project location is the south side of Timber Drive from Blanton Street to Stowe Place (2200+/- LF) and from Harth Drive east 1600+/- LF. Survey limits typically will be from the south curb of Timber Drive to 12.5 feet south of R/W plus additional lengths if needed for steep driveways. Survey control points will be established along the project route and will be based on NAD 83/2011 horizontal datum and NAVD 88 vertical datum.

Land records research will be performed for properties adjacent to the project, and property corners ties will be performed to establish street right of way limits.

NC811 designated utility markings will be located along with surface utilities within survey limits. Top and invert elevations will be obtained for storm drainage and sanitary sewer utility structures.

Survey information to be collected along the route will include: ground, curb, sidewalk, street, and driveway elevations; signs, trees, shrubs, mailboxes, handicap ramps, and pavement markings such as stop bars and cross walks on side streets and connecting across Timber Drive.

The following are assumptions and exclusions for this section:

- The Town of Garner will perform property owner notification of surveying activities.
- Separate easement acquisition mapping will not be provided. Proposed easement information to be included on construction documents.
- Private SUE services are not included.
- Surveying services outside the survey limits are not included.

B. Environmental Investigations

SEPI will develop a study area that encompasses all areas that have the potential to be impacted by the project. This study area will be used for environmental review, stream and/or wetland delineations, cultural resources review, and permitting purposes.

Based on our understanding of the project and review of aerial photography, there are no

anticipated environmental features along the project corridor. The project corridor will not extend beyond the existing roadway embankment and existing stream crossing culverts will not be extended. SEPI will conduct a site visit to confirm the existence of any features within the corridor. If none are found, a Memo will be drafted detailing this finding for use in the CE.

If any features are found, additional services will be required as a separate supplement. Below are the potential services in italics:

SEPI will review state and federal regulatory agency databases, maps, and other relevant data prior to conducting field reconnaissance of the study area. Data and maps that may be reviewed include US Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) mapping, US Geologic Survey (USGS) topographic quadrangle SW Garner, North Carolina Floodplain Mapping Program (NCFMP) floodzone maps, North Carolina Division of Water Resources (NCDWR) 303(d) data layer, North Carolina Light Detection and Ranging (LIDAR) digital elevation data, and Natural Resources Conservation Service (NRCS) soils mapping.

SEPI staff will delineate all stream and wetland features within the study area. Jurisdictional streams and wetland boundaries encountered will be marked sequentially with flagging and a GPS point will be taken at each flag.

The project occurs within the Neuse River Basin and Neuse River Buffer Rules apply. Consequently, drainages depicted on the most recent version of the USGS maps and/or NRCS Soil Survey Maps will be assessed by SEPI staff to determine if the drainage meets the criteria for an intermittent or perennial stream [as set forth in the NCDWR Version 4.11 (NCDWQ Stream Identification Form 4.11 Manual)]. The stream origin within the study area will be flagged and a GPS point at the origin will be taken. Drainage features that do not meet the above stated criteria for an intermittent or perennial stream, or where the origin point for intermittent or perennial stream is in question will be verified in the field by the NCDWR or the appropriate delegated buffer authority.

USACE wetland determination forms will be completed for each wetland feature along with an associated upland form. The Eastern Mountains and Piedmont Region Supplement (Version 2.0) will be used. NCDWR stream classification forms will be used when the classification of a stream feature is in question.

Jurisdictional Determination Request

SEPI will prepare and submit a Preliminary Jurisdictional Determination (PJD) package for USACE approval of SEPI's wetland and stream determinations. The package will be sent to the USACE and NCDWR.

The package will contain all applicable stream and wetland forms as well as project mapping (Vicinity, Topographic, Jurisdictional Features, Soils, LiDAR).

Once delineated features have been field verified and finalized, final figures for those features will be provided for use in permitting.

This task includes two visits to the site for a meeting with members of USACE and NCDWR.

Threatened and Endangered Species Review

SEPI will conduct a review of available data from the USFWS and North Carolina Natural Heritage Program (NCNHP) to identify federally listed threatened and/or endangered (T&E) species known to occur in the project vicinity. SEPI will prepare and submit a written request to NCNHP for a query of the NCNHP database within the study area for rare species, important natural communities, natural areas, and/or conservation/managed areas.

SEPI will conduct a habitat assessment for the federally listed species during field investigations for wetlands and streams. If surveys are required (due to habitat presence) for plant species during optimal survey windows (spring/summer), those surveys will be conducted under a separate scope of work.

Cultural Resources Review

As part of the Start of Study Process (see Task 3), SEPI will submit a request to the State Historic Preservation Office (SHPO) for a preliminary review and determination of the likelihood of the project to impact cultural resources. SEPI will also request that SHPO make a determination as to the need for archaeological or historic architecture surveys. SHPO's response will be provided and included within the environmental documentation for the project.

SEPI will not conduct archaeological or historic architecture surveys. If such services are required, these will be administered under a separate scope of work.

Environmental Permitting

Impacts to streams, wetlands and/or buffers will require a state water quality certification (401 via the NCDWR), Buffer Authorization, a Nationwide Permit (404 via the USACE), and a Town Stream Buffer, if required.

SEPI will prepare and submit a Pre-Construction Notification (PCN) for impacts associated with the project. Prior to PCN submission, SEPI will schedule a pre-application meeting with USACE and NCDWR to review the draft permit package. Agency recommended changes will be incorporated into the permit application prior to final submission.

Stream and wetland mitigation is determined at the discretion of the USACE and NCDWR. SEPI staff will discuss wetland and/or stream impacts with the USACE and NCDWR to determine where mitigation will be required, optimally during the JD field visit.

SEPI will not be responsible for providing mitigation services. If required, this can be provided under a separate scope of work.

C. Roadway Design

SEPI will develop a sidewalk and pedestrian design for this project.

1. Basic Requirements and Design Assumptions
 - a. Design Assumptions for each location will be submitted to the Town
 - b. All designs and submittals will adhere to the current version of the following materials:
 1. AASHTO - A Policy on Geometric Design of Highways and Streets
 2. AASHTO - Roadside Design Guide

3. NCDOT - Policy and Procedure Manual for Roadway Design
 4. NCDOT - Design Manual for Roadway Design
 5. NCDOT - Standard Specifications for Roads and Structures
 6. NCDOT - Roadway Standard Drawings
 7. NCDOT - Subdivision Roads Minimum Construction Standards
 8. Town of Garner Standards and Specifications
 9. Drainage Design will follow Town of Garner Standards and NCDOT hydraulic standards.
- c. The design plans will be prepared in AutoCAD and converted to Microstation and GEOPAK software formats.
 - d. The full size (22" x 34") plans sheet scale will be 1"=20'. Cross-sections will be on 11" x 17" sheets at 1"=10' scale.
 - e. All plans submitted to the Town shall be printed on white bond paper.
 - f. Drainage summary sheets assumed to not be required for this project.
 - g. Review of design will be by the Town and NCDOT.
 - h. For each ADA Ramp within the project limits, NCDOT standard details will be referred to by Type that best fits each situation and drawn and labeled accordingly with maximum slopes and landings called out on the plans.
2. 25% Roadway Design Plans, including the following items will be developed:
 - a. Title Sheet
 - b. Preliminary Plan and Profile
 - c. Preliminary Typical Sections
 - d. Preliminary sidewalk grade line
 - e. Preliminary Cross Sections (@ 50' Sta)
 - f. Preliminary Slope Limits
 - g. Preliminary Drainage Review
 - h. Preliminary Right of Way
 - i. Preliminary Utility Conflicts Identified
 - j. Preliminary Signage and Pavement Markings
 - k. Design Exception checklist if required
 - l. Preliminary Earthwork Summary
 - m. All existing information labeled
 - n. Preliminary Construction Phasing
 - o. After approval of the preliminary plans, Preliminary Quantities and Cost Estimate will be developed and submitted.
 - p. Determine all permits and approvals that will be necessary
 - q. After the approval of the Preliminary Review Plans by NCDOT and the Town. SEPI will make the necessary revisions and submit seven (7) full size sets to the Town and provide PDF's to NCDOT.
 - r. After receiving approval of the 25% plans, SEPI shall send pertinent utility companies adequate copies of the plans for their use.
 3. 65% Right of Way plans will be developed, including:
 - a. Proposed Plan and Profile, including sidewalk grades
 - b. Proposed design for sidewalk and intersection improvements
 - c. Existing and Proposed R/W, Property lines, and Easements; also include most current owner's name and address
 - d. Typical Sections
 - e. Cross Sections (@ 50' Sta)

- f. Slope and Construction Limits
 - g. Proposed Handrail limits
 - h. Proposed Signage and Pavement Markings
 - i. Preliminary Proposed Utility relocation solutions
 - j. 50% Traffic Management Notes
 - k. Preliminary erosion control plans to determine right of way impacts.
 - l. Preliminary Summary of Quantities and Opinion of Probable Cost
 - m. Begin obtaining all necessary approvals, including acquiring all Federal, State, and local permitting, including NCDOT Encroachment agreements.
 - n. Draft Specifications and Bid Documents based upon the Town provided samples.
4. 90% Construction Plans will be developed, including:
- a. Final Plan and Profile
 - b. General Notes
 - c. Index of sheets
 - d. Typical Sections
 - e. Standard and Special Details
 - f. Final Signage and Pavement Markings
 - g. Quantity computations
 - h. Summary of all Quantities
 - i. Earthwork summary
 - j. Engineer's Estimate
 - k. Final Cross Sections (@ 50' Sta)
 - l. Final Traffic Control and Construction Phasing Notes and Standard Detail references.
 - m. Final Erosion Control Plans
 - n. Final utility conflict resolutions.
 - o. Final Specifications and Bid Documents
 - p. Obtain all NCDOT Encroachment agreements and permit
5. Final Plans will be developed, including:
- a. Complete Signed and Sealed Final Plan Package
 - b. Complete Bid Document (Specs) Package
 - c. Complete Signed and Sealed Engineer's Estimate
 - d. Complete Signed PCE
 - e. Complete Permits
 - f. Bidding Services – Advertisement, Bid Opening, and Bid Tabulation.
6. Exclusions

The following tasks area hereby specifically excluded from this scope of work, but may be included later for an additional fee:

- a. Detailed enlarged plans of each ADA ramp with multiple dimensions and spot elevations are not included in this scope of work.
- b. Recommendations & locations of Retaining Walls.
- c. Payment of permit application or review fees or data requests.

D. Water Resources

1. Overview

The proposed improvements to Timber Drive include the addition of sidewalks on an existing berm. Upon field reconnaissance, review of the original Timber Drive design plans, and observed topography within the project limits, it appears that the previous design accounted for future sidewalk expansion, and therefore no additional drainage improvements will be required as part of this project. If it is determined that these improvements require the study of the existing curb/gutter and closed roadway drainage system, as well as an analysis of all impacted outfalls due to the additional impervious to be added; this study will be considered out of scope and can be provided at an additional cost.

The site is subject to the Neuse River Buffer Rules. Buffer Zones will be identified and Environmentally Sensitive Areas will be labeled accordingly.

2. Assumptions

In order to complete services for the proposed project, SEPI assumes the following:

- There are no anticipated FEMA crossings that are a part of this project. Any associated services would be considered extra services.
- Road drainage inlets were previously spaced for spread, and drainage pipes properly sized, to account for future impervious sidewalk.
- Daylight slopes will not create the need for new or relocation of ditches

3. Tasks and Deliverables

SEPI anticipates the following tasks and deliverables will be required to complete this project:

- A thorough review of all background data;
- Coordination, if necessary of required supplemental survey data;
- Field reconnaissance and field note reduction;
- Complete erosion control design to be reviewed and approved by the North Carolina Department of Environmental Quality (NCDEQ);
- Internal project management, field coordination, supervision and QA/QC as required.

4. Exclusions

The following tasks area hereby specifically excluded from this scope of work, but may be included later for an additional fee:

- Payment of permit application or review fees or data requests;
- Complete roadway/sidewalk drainage review and design;
- Stormwater Impact Analysis (SIA), including narrative report and drainage calculations;
- Hydraulic analysis or production of a watershed model (i.e. HEC-HMS);
- Stormwater Control Measures (SCMs) or BMP designs of any kind;
- Design or recommendation for any flood mitigation measures of any kind;
- Structural design or recommendations of any kind;
- Environmental permitting documents other than stream, wetland and buffer permit drawings to accompany any required environmental impact permits;
- Survey services required to verify information on existing structures;
- As-Built Surveys;
- Production of a CLOMR in the event of any increase in BFE;
- Production of a LOMR, required by FEMA upon project completion.

E. Traffic Management Plan

1. Overview

SEPI shall develop Transportation Management Notes and Intermediate Contract Times prepared in accordance with Work Zone Traffic Control's "Guidelines for Transportation Management Plan Development." It is anticipated that individual TMP Plan sheets will not be required to show specific control of vehicular and/or pedestrian traffic for this project and will not be included.

It is anticipated that traffic will be maintained through construction for most of the project.

2. Exclusions

The following tasks area hereby specifically excluded from this scope of work, but may be included later for an additional fee:

- a. Traffic Management Plan Sheets and/or Pedestrian Detours, Signal Design
- b. No signal design is anticipated for either roadway or pedestrian traffic, and not included.

F. Signing and Pavement Marking

1. Overview

SEPI will provide preliminary and final pavement marking and signage improvements associated with the sidewalk enhancements located within the project limits. These improvements will be shown on the Roadway Plan Sheets. For the project limits identified above, SEPI will:

- Develop pavement markings showing new and/or revised pedestrian crosswalks and impacted stop bars. SEPI will coordinate crosswalk locations, widths and

- type (high visibility or standard) with the Town of Garner.
- SEPI will identify all existing signs and note their disposition (remove, reset, dispose, etc.). This includes all proposed warning, regulatory, route marker and guide signing as well as street signing.
- Quantify all signing and pavement marking quantities.

All designs will be in accordance with NCDOT and Town of Garner standards.

2. Exclusions

The following tasks area hereby specifically excluded from this scope of work, but may be included later for an additional fee:

- Lane lines and/or turn arrow markings are not included within this scope.

G. Utility Design and Coordination

1. Overview

SEPI will identify Private Utility companies whose services reside within the project limits stated above. SEPI will notify utility companies of the proposed sidewalk improvements and coordinate and identify any minor utility modifications / conflicts within the Roadway Design Plans.

SEPI will coordinate with the Town of Garner regarding the existing fire hydrant located at the intersection of Timber Drive and Harth Drive, and it's potential relocation. Hydrant Relocation design will be included within the Roadway Design Plans.

2. Exclusions

The following tasks area hereby specifically excluded from this scope of work, but may be included later for an additional fee:

- UBO plans are not included within this scope of work.
- UC plans are not included within this scope of work.

H. Geotechnical Design and Investigations

Geotechnical Design and Investigations are not included in this scope of work.

I. Structure Design

Structural Designs are not anticipated, and therefore are not included in this scope of work.

Task 2: Public Involvement

SEPI will provide copies of design materials produced as a part of this contract as requested by the Town to facilitate one project information meeting for the project. This meeting will be held once 25% design plans are complete. This proposal assumes that the Town of Garner will handle all Public Involvement activities for this project. SEPI has not included attendance at any public meetings, producing or sending public notifications about the project, or collecting feedback from public input.

Task 3 Start of Study / Scoping Letters

SEPI will draft and distribute a Start of Study Scoping letter to request scoping comments on the proposed project from regulatory agencies and stakeholders. The letter will consist of a brief project description informing readers of the start of the NEPA study and the Project Study Area Map. Responses from the notification will be noted in the NEPA document and will be used to determine additional project limitations or resources not identified through the screening process. SEPI will coordinate with the Town to ensure that the letter and mailing list is sufficient and will be adjusted as necessary. The letters will be sent to the following stakeholders/agencies as well as the State Environmental Clearinghouse (for 30-day Scoping Review):

- US Army Corps of Engineers (USACE), Division 5
- US Fish & Wildlife Service (USFWS), Eastern Region
- US Environmental Protection Agency (USEPA)
- Wake County Manager's Office
- Capital Area Metropolitan Area Planning Organization (CAMPO)

Task 4: Categorical Exclusion (CE)

SEPI will prepare a NEPA Categorical Exclusion (CE) Form (For Use by a Local Government Agency) for the project. It is assumed that the project will classify as a Type I A Ground Disturbing CE document and allow NCDOT to approve/sign the document (no Federal Highway Administration (FHWA) signature required).

SEPI will prepare the Draft CE for review and approval by the client. Up to two sets of revisions will be made in response to client comments. SEPI will then prepare a Final CE for submission to NCDOT. Up to one set of revisions will be made after NCDOT and FHWA review.

Task 5: Right of Way Certification

Since improvements are expected to be within existing right of way, no new right of way is anticipated for this project. Any driveway ties will require temporary construction and permanent drainage easements are anticipated. The right of way plans will identify all easements needs.

Task 6: Client Communications

SEPI will coordinate with the Town as described below:

- Phone calls and e-mails as needed
- Initial field visit of the project area
- 25% field review
- 65% field visit
- 90% field visit
- Up to 4 progress meetings
- Design Review meetings at 25%, 65%, and 90%
- Conference calls – up to 4 to support design

Exclusions

There are several sections within this proposal that outline excluded services. However, the only scope of work that is included in the fee below are items which are specifically noted as provided within each section above. The lack of listing a task as specifically excluded, does not imply that it is included in the scope of work. A task must be specifically stated as part of the scope to be considered included in the work and deliverables provided under this contract.

Fee

SEPI proposes to undertake this work based on the following fee proposal:

Task 1 – Design and Construction Plans

Existing Conditions Survey	\$ 19,595.82	(LS)
Environmental Investigations	\$ 4,798.57	(LS)
Roadway Design Plans (Incl.: Utilities, Signing & Pavement Markings)	\$ 29,058.80	(LS)
Erosion Control Plans	\$ 5,470.53	(LS)
Traffic Management Plan	\$ 1,892.74	(LS)

Task 2 – Public Involvement \$ 0.00 (LS)

Task 3 – Start of Study/Scoping Letters \$ 1,359.83 (LS)

Task 4 – Categorical Exclusion \$ 5,930.78 (LS)

TOTAL \$ 68,107.07

Terms & Conditions

The Client, by accepting the above scope of work, agrees to the attached Terms & Conditions for this contract proposal.

Respectfully Submitted

SEPI Engineering & Construction, Inc.



Jeffrey W. Westmoreland, RLA, ASLA
Associate | Site Development Department Manager

August 10, 2018

Proposal Accepted By:

Signature

Name

Date

TERMS AND CONDITIONS

The proposal submitted by SEPI ENGINEERING & CONSTRUCTION, INC (“CONSULTANT”) is subject to the following terms and conditions (collectively referred to as the “Agreement”) and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. **Payment.**

a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

b) In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT’s services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice.

c) If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney’s fees.

2. **Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT’s work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach.

3. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT’s invoice to make payment in full for the services rendered by CONSULTANT.

4. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

5. **Change Orders:** CONSULTANT will treat as a change order only written orders (including directions, instructions, interpretations or determinations) from CLIENT which request

changes in the Agreement or CONSULTANT’s scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT’s fees. Unless CLIENT objects in writing within five (5) days, the Change Order becomes a part of this Agreement.

6. **Opinion of Cost / Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs and will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes greater assurances as to the amount of any costs, he shall employ an independent cost estimator to make such determination.

7. **Hazardous Substances:** The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into this Agreement or of providing Services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT’s performance of work under this Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

8. **Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

9. **Project Site:** Should CLIENT not be owner of the project site, then CLIENT agrees to notify the CLIENT(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT

further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

10. **Access to Site:** CLIENT is responsible for providing access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out his services.
 11. **Survival:** All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.
 12. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.
 13. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.
 14. **Standard of Care:** CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. *There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement.*
 15. **N/A**
 16. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.
 17. **Disputes/Claims:** The CLIENT and SUBCONSULTANT agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between the CLIENT and SUBCONSULTANT cannot be settled within 30 days by good faith negotiations, then either party may exercise their rights under the law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations.
 18. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work
 19. **Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.
 20. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.
 21. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.
 22. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.
 24. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.
 25. **Insurance – SEPI maintains the following insurance coverages:**
 - a) Worker's Compensation Insurance – statutory amount
 - b) Commercial General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate
 - c) Automobile Liability Insurance - \$1,000,000 per occurrence.
 - d) Professional Errors and Omissions - \$1,000,000 per claim
 - e) Excess Liability - \$1,000,000 Umbrella Form
- If additional insurance coverage is required by CLIENT, then the additional costs of said coverage will be borne by the CLIENT unless stated otherwise.

26. U.S. Department of Homeland Security's E-Verify System:

By entering into this Contract, the Consultant certifies that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons employed to perform duties during the term of this Contract; and
2. All persons (including Subconsultants) assigned by the consultant to perform work pursuant to the Contract.

26. CLIENT will not directly or indirectly employ or recruit for employment any employee or subcontracted person of CONSULTANT during the term of this Agreement and for one (1) year thereafter without prior written consent of CONSULTANT. In the event an employee or subcontracted person is hired without prior written consent, during the time specified, CLIENT will pay CONSULTANT an amount equal to 40% of the gross yearly wages of the employee or subcontracted person as liquidated damages, not as a penalty.

Reports

**Building Activity by Type and Proposed Use for
Report Beginning: 08/01/2018 to Report Ending: 08/31/2018**

Addition

Proposed Use	Number of Units	Construction Value	Intown Value
BUSINESS/OFFICE	1	\$3,000.00	\$3,000.00
DECK	2	\$87,245.00	\$87,245.00
SCREENED PORCH	1	\$9,500.00	\$9,500.00
SINGLE FAMILY DWELLIN	1	\$10,000.00	\$10,000.00
SUNROOM	1	\$9,000.00	\$0.00
Total	6	\$118,745.00	\$109,745.00

Alteration

Proposed Use	Number of Units	Construction Value	Intown Value
BUSINESS/OFFICE	4	\$166,234.00	\$166,234.00
MERCANTILE/RETAIL	1	\$100.00	\$100.00
PUMP STATION	1	\$68,000.00	\$0.00
RESTAURANT	1	\$100.00	\$100.00
SINGLE FAMILY DWELLIN	6	\$92,500.00	\$90,400.00
SOLAR SYSTEM (RES)	4	\$71,560.00	\$71,560.00
Total	17	\$398,494.00	\$328,394.00

Demolition

Proposed Use	Number of Units	Construction Value	Intown Value
SINGLE FAMILY DWELLIN	1	\$8,400.00	\$8,400.00
Total	1	\$8,400.00	\$8,400.00

Electrical

Proposed Use	Number of Units	Construction Value	Intown Value
CHANGE OF SERVICE	4	\$32,450.00	\$5,700.00
ELECTRICAL SERVICE REC	1	\$500.00	\$500.00
FIRE ALARM SYSTEM	1	\$6,750.00	\$6,750.00
GENERATOR	1	\$2,895.00	\$0.00
MANUFACTURED HOME	1	\$1,000.00	\$0.00

OTHER	2	\$5,426.00	\$5,426.00
SINGLE FAMILY DWELLIN	4	\$8,700.00	\$7,900.00
Total	14	\$57,721.00	\$26,276.00

Mechanical

Proposed Use	Number of Units	Construction Value	Intown Value
DUCTWORK	1	\$550.00	\$550.00
GAS FUEL LINE	1	\$300.00	\$300.00
MECHANICAL INSTALLATI	2	\$33,586.00	\$33,586.00
MECHANICAL REPLACEME	32	\$204,090.00	\$181,553.00
Total	36	\$238,526.00	\$215,989.00

New Building

Proposed Use	Number of Units	Construction Value	Intown Value
BUSINESS/OFFICE	1	\$750,000.00	\$750,000.00
MERCANTILE/RETAIL	1	\$650,000.00	\$650,000.00
SINGLE FAMILY DWELLIN	9	\$1,463,301.00	\$1,463,301.00
STORAGE/WAREHOUSE	1	\$166,022.41	\$166,022.41
TOWNHOME	6	\$678,637.00	\$678,637.00
Total	18	\$3,707,960.41	\$3,707,960.41

New Structure

Proposed Use	Number of Units	Construction Value	Intown Value
COMMERCIAL SIGN	1	\$27,000.00	\$27,000.00
GARAGE DETACHED	3	\$80,750.00	\$60,500.00
RETAINING WALL	1	\$500,000.00	\$500,000.00
SIGN	1	\$2,500.00	\$2,500.00
SWIMMING POOL	1	\$47,500.00	\$47,500.00
Total	7	\$657,750.00	\$637,500.00

Plumbing

Proposed Use	Number of Units	Construction Value	Intown Value
BUSINESS/OFFICE	2	\$3,400.00	\$3,400.00
IRRIGATION	3	\$20,500.00	\$20,500.00

PLUMBING	11	\$44,124.00	\$44,124.00
SINGLE FAMILY DWELLIN	1	\$1,400.00	\$0.00
TANKLESS HOT WATER HE	2	\$8,351.00	\$8,351.00
WATER SERVICE	1	\$3,000.00	\$0.00
Total	20	\$80,775.00	\$76,375.00

Removal

Proposed Use	Number of Units	Construction Value	Intown Value
TANK REMOVAL	1	\$10,000.00	\$10,000.00
Total	1	\$10,000.00	\$10,000.00

Repair

Proposed Use	Number of Units	Construction Value	Intown Value
DECK	1	\$5,000.00	\$5,000.00
SINGLE FAMILY DWELLIN	1	\$9,534.00	\$9,534.00
Total	2	\$14,534.00	\$14,534.00

Sum	Total Number of Permits	122
	Total Construction Value	\$5,292,905.41
	Total Intown Value	\$5,135,173.41

Permit #:	2171297	Inside Town Limits Yes	
Issue date:	8/31/2018	Census tract:	PIN#: 1701-48-8049
Lot#:		Subdivision: N/A	Total cost: \$650,000.00
PropAddress:	1517 US HIGHWAY 70 WEST		
Owner's	VALVOLINE INSTANT OIL CHANGE	Owner's Phone:	704-655-1018
Contractor	MAXCO CONSTRUCTION, LLC	Contractor's Phone:	704-655-1018
Type of Improvement:	New Building	Proposed Use	MERCANTILE/RETAIL

Permit #:	2180823	Inside Town Limits Yes	
Issue date:	8/15/2018	Census tract:	PIN#: 1701-06-3947
Lot#:		Subdivision: N/A	Total cost: \$750,000.00
PropAddress:	21 RUPERT ROAD		
Owner's	RUPERT INVESTMENT PROPERTIES LLC	Owner's Phone:	919-418-4993
Contractor		Contractor's Phone:	
Type of Improvement:	New Building	Proposed Use	BUSINESS/OFFICE

Permit #:	2180922	Inside Town Limits Yes	
Issue date:	8/7/2018	Census tract:	PIN#: 1710-35-3021
Lot#:		Subdivision: N/A	Total cost: \$149,000.00
PropAddress:	868 TIMBER DRIVE		
Owner's	RESULTS PHYSIOTHERAPY GARNER	Owner's Phone:	
Contractor	JCI BUILDERS, INC	Contractor's Phone:	919-809-6699
Type of Improvement:	Alteration	Proposed Use	BUSINESS/OFFICE

Permit #:	2180935	Inside Town Limits Yes	
Issue date:	8/15/2018	Census tract:	PIN#: 1721-26-5080
Lot#:		Subdivision: N/A	Total cost: \$166,022.41
PropAddress:	4545 JONES SAUSAGE ROAD		
Owner's	4851 JS PROJECT LLC	Owner's Phone:	770-407-4763
Contractor	CONLAN COMPANY (THE)	Contractor's Phone:	770-423-8000
Type of Improvement:	New Building	Proposed Use	STORAGE/WAREHOUSE

Permit #:	2180964	Inside Town Limits Yes	
Issue date:	8/6/2018	Census tract:	PIN#: 1710-47-8366
Lot#:	21	Subdivision: LANDING AT HEATHER PARK	Total cost: \$133,929.00
PropAddress:	133 WELLONS CREEK DR		
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	TOWNHOME

Permit #:	2180985	Inside Town Limits Yes	
Issue date:	8/8/2018	Census tract:	PIN#: 1619-92-7328
Lot#:	20	Subdivision: OAK PARK	Total cost: \$163,860.00
PropAddress:	196 GUNDERSON LANE		
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 #:	2180986	Inside Town Limits Yes	
Issue date:	8/8/2018	Census tract:	PIN#: 1619-92-8091
Lot#:	99	Subdivision: OAK PARK	Total cost: \$200,703.00
PropAddress:	191 BELLEFORTE PARK 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 #:	2180987	Inside Town Limits Yes	
Issue date:	8/8/2018	Census tract:	PIN#: 1629-02-0949
Lot#:	143	Subdivision: OAK PARK	Total cost: \$148,966.00
PropAddress:	104 BELLEFORTE PARK 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 #:	2180988	Inside Town Limits Yes	
Issue date:	8/8/2018	Census tract:	PIN#: 1619-93-9080
Lot#:	144	Subdivision: OAK PARK	Total cost: \$129,554.00
PropAddress:	100 BELLEFORTE PARK 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 #:	2180991	Inside Town Limits Yes	
Issue date:	8/8/2018	Census tract:	PIN#: 1911-25-8078
Lot#:	31	Subdivision: VANDORA WEST	Total cost: \$170,000.00
PropAddress:	126 VANDORA HILLS PLACE		
Owner's	KELLYS CROSSING DEVELOPER LLC	Owner's Phone:	919-800-9169
Contractor	SMITH DOUGLAS HOMES	Contractor's Phone:	919-812-0350
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2181010	Inside Town Limits Yes	
Issue date:	8/15/2018	Census tract:	PIN#: 1721-25-6323
Lot#:		Subdivision: N/A	Total cost: \$500,000.00
PropAddress:	4545 JONES SAUSAGE ROAD		
Owner's	4851 JS PROJECT LLC	Owner's Phone:	770-407-4763
Contractor	CAROLINA COASTAL BUILDERS	Contractor's Phone:	910-620-4862
Type of Improvement:	New Structure	Proposed Use	RETAINING WALL
Permit #:	2181031	Inside Town Limits Yes	
Issue date:	8/20/2018	Census tract:	PIN#: 1711-25-8071
Lot#:	32	Subdivision: VANDORA WEST	Total cost: \$168,986.00
PropAddress:	122 VANDORA HILLS PLACE		
Owner's	KELLYS CROSSING DEVELOPER LLC	Owner's Phone:	919-800-9169
Contractor	SMITH DOUGLAS HOMES	Contractor's Phone:	919-812-0350
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2181032	Inside Town Limits Yes	
Issue date:	8/27/2018	Census tract:	PIN#: 1619-92-7031
Lot#:	97	Subdivision: OAK PARK	Total cost: \$200,703.00
PropAddress:	199 BELLEFORTE PARK 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 #:	2181033	Inside Town Limits Yes	
Issue date:	8/27/2018	Census tract:	PIN#: 1629-02-2914
Lot#:	140	Subdivision: OAK PARK	Total cost: \$113,261.00
PropAddress:	116 BELLEFORTE 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	TOWNHOME
Permit #:	2181040	Inside Town Limits Yes	
Issue date:	8/27/2018	Census tract:	PIN#: 1629-02-1965
Lot#:	141	Subdivision: OAK PARK	Total cost: \$113,261.00
PropAddress:	112 BELLEFORTE PARK 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	TOWNHOME

Permit #:	2181041	Inside Town Limits Yes	
Issue date:	8/27/2018	Census tract:	PIN#: 1629-02-1965
Lot#:	142	Subdivision: OAK PARK	Total cost: \$140,775.00
PropAddress:	108 BELLEFORTE PARK 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 #:	2181063	Inside Town Limits Yes	
Issue date:	8/30/2018	Census tract:	PIN#: 1711-34-0692
Lot#:	39	Subdivision: VANDORA WEST	Total cost: \$139,754.00
PropAddress:	112 COVINGTON CHASE COURT		
Owner's	KELLYS CROSSING DEVELOPER LLC	Owner's Phone:	919-810-2945
Contractor	SMITH DOUGLAS HOMES	Contractor's Phone:	919-812-0350
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN