



Town of Angier

www.angier.org

Robert K. Smith
Mayor

Gerry Vincent
Town Manager

Veronica Hardaway
Town Clerk

BOARD OF COMMISSIONERS WORKSHOP

March 16, 2021

6:30pm

Pledge of Allegiance

Invocation

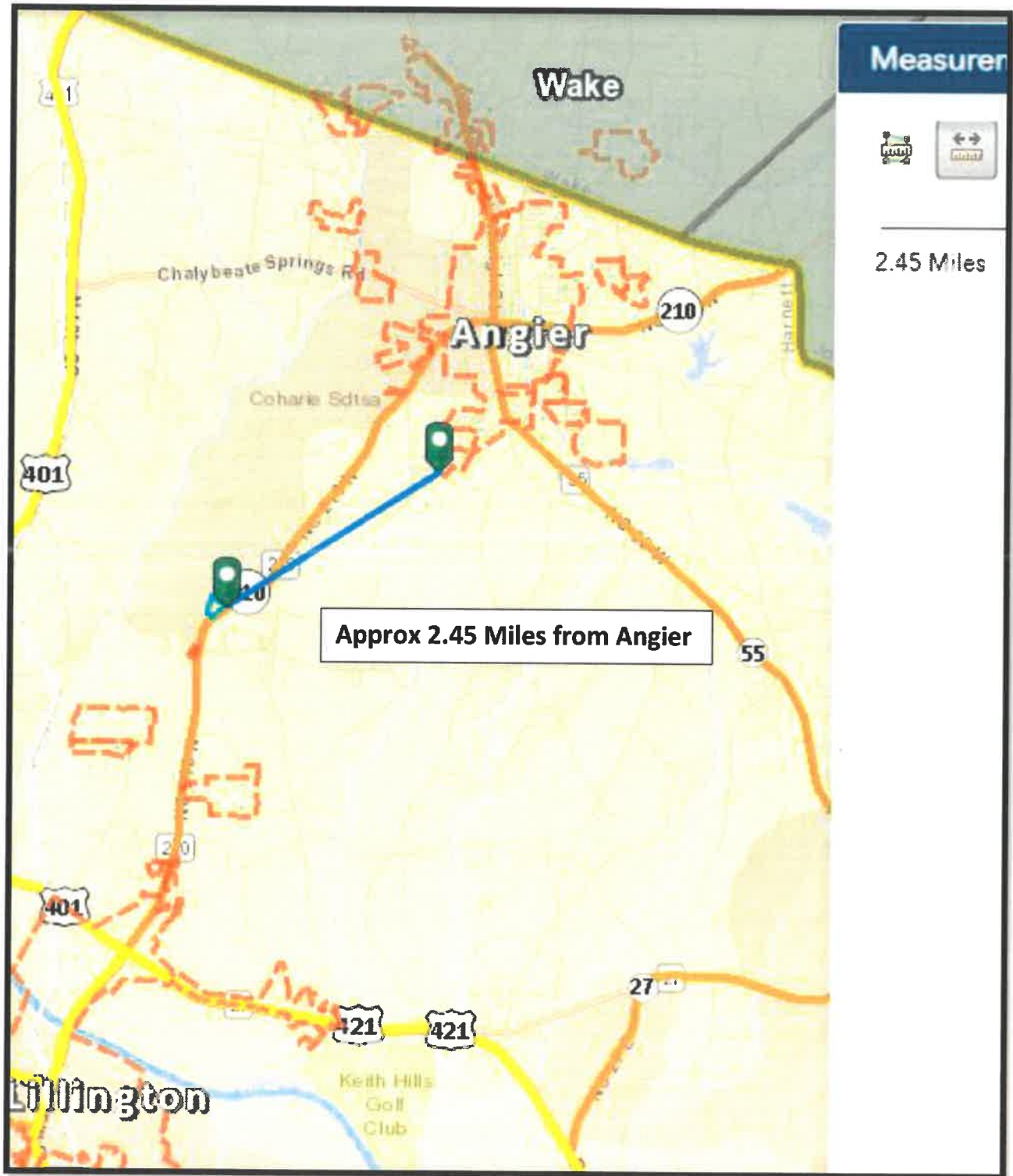
Approval of Agenda

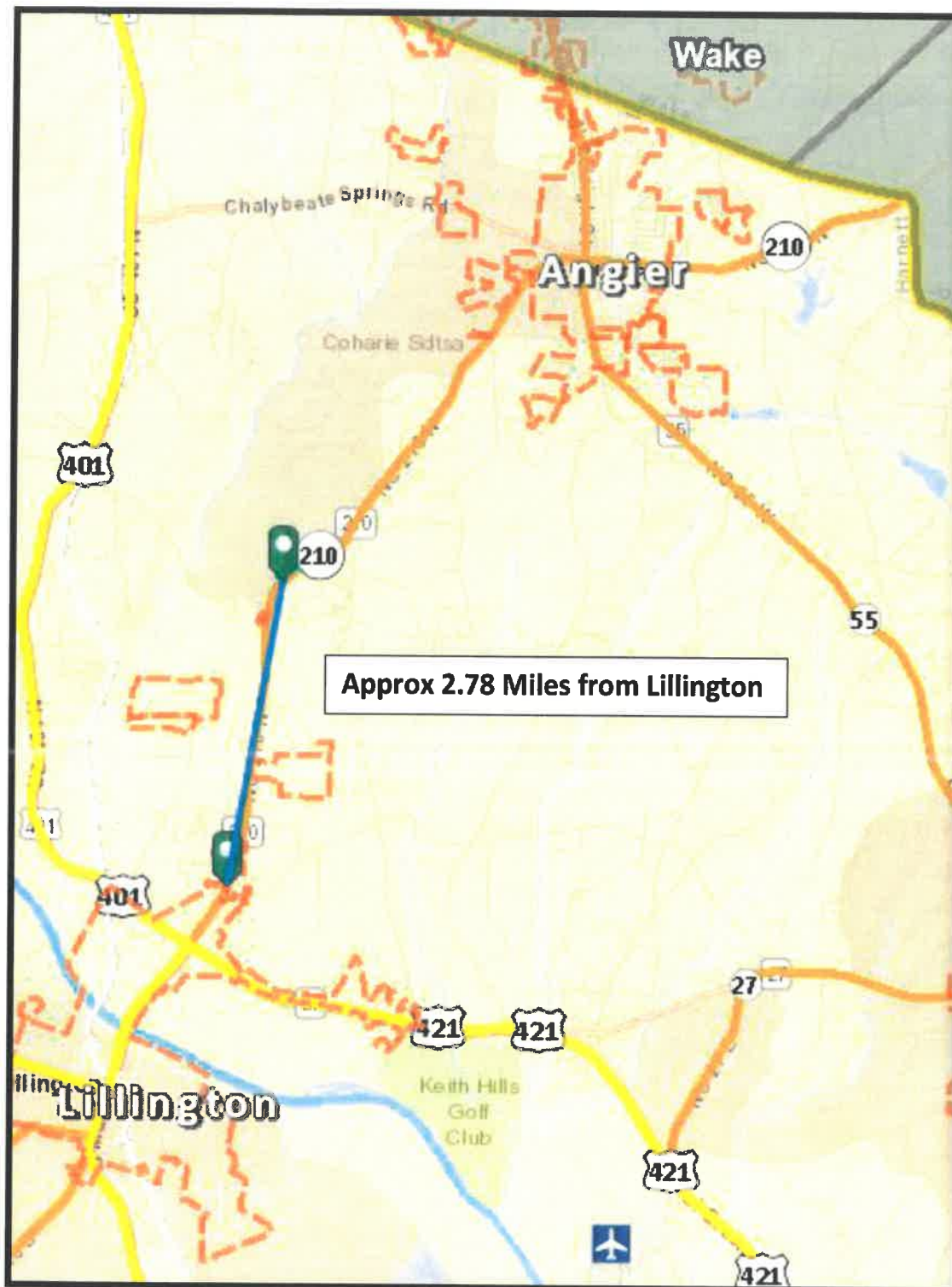
Business Items:

1. A presentation regarding the Town of Angier's Comprehensive Park and Master Plan, and Jack Marley Master Plan-*Susan Hatchell (Action Item)*
2. Mural Project Update-*Sean*
3. Alleyway Brick Paver Project-*Sean*
4. Annexation Agreement Between the Town of Lillington and Angier-*Sean*
5. Solid Waste & Recycling Collection Services Contract-*Gerry (Action Item)*
6. Budget Amendment-*Hans (Action Item)*
7. Robin Paige Boys & Girls Club/Requesting a Donation-*Joe Langley (Action Item)*
8. Reimbursement Resolution-Pump Stations Renovation Projects (*Action Item*)
9. National Library Week Proclamation (*Action Item*)

Lillington – Angier Annexation Agreement

Annexation 1 – NC 210 N



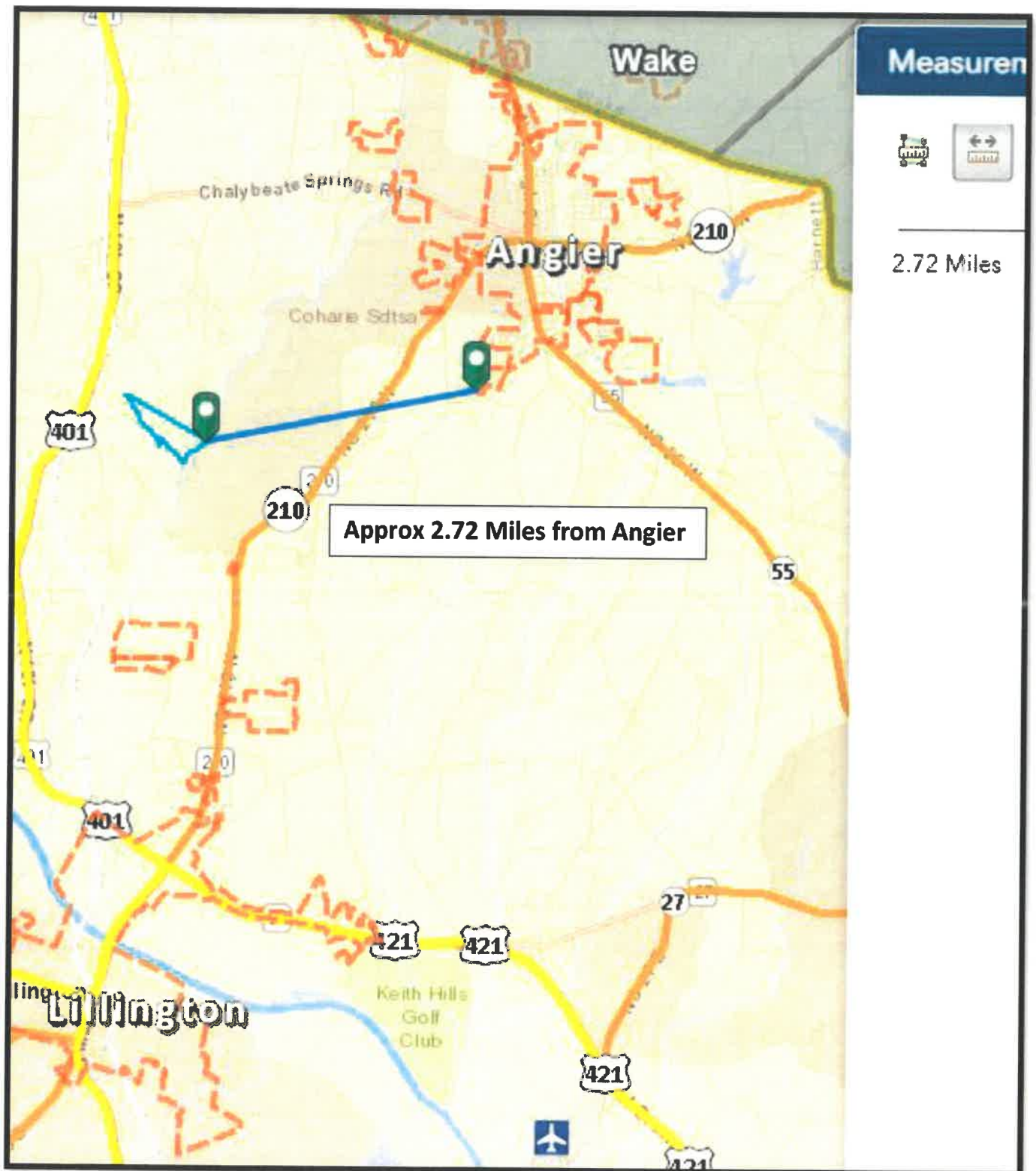


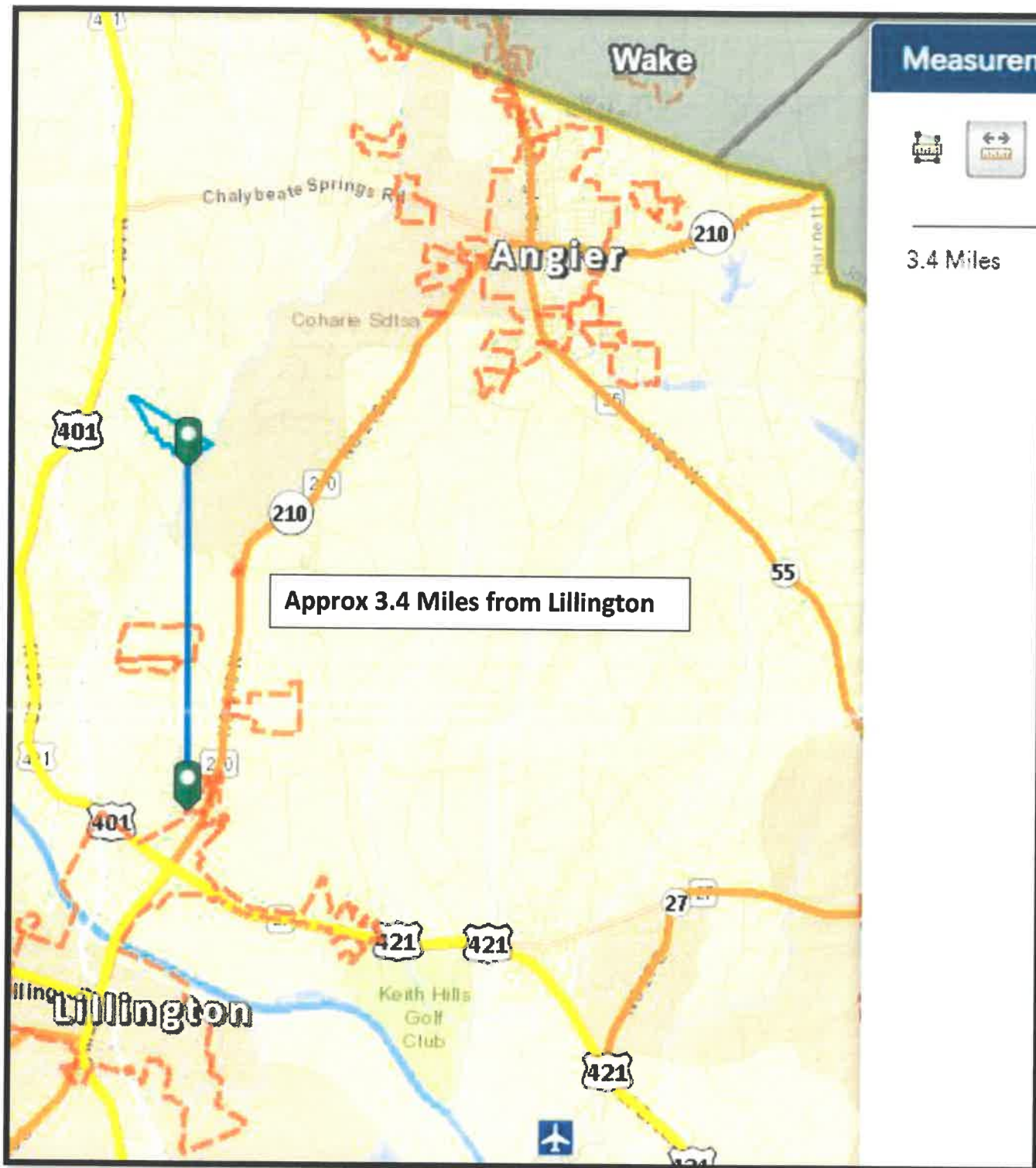
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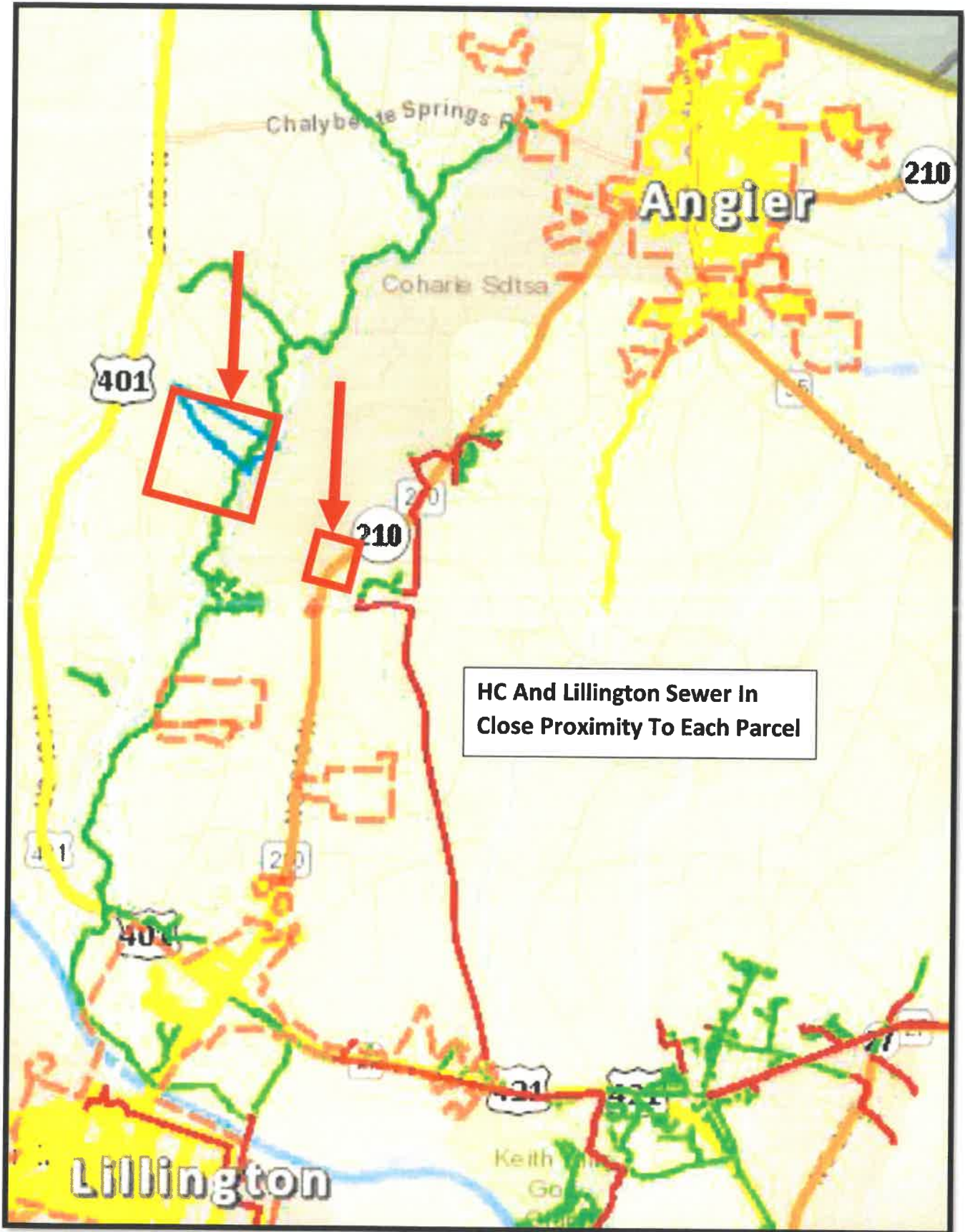
2.78 Miles

Annexation 2 – Harnett Central Rd





Public Sewer in the Area





Board of Commissioners Agenda Report

55 N Broad Street W.
PO Box 278
Angier, NC 27501
www.angier.org

MEETING DATE: March 16, 2021
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM *GV*
ISSUE Solid Waste & Recycling Collection Services Contract
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: Staff has met with Carolina Trash Pickup, Inc. on two occasions to discuss contract negotiations regarding the Town's solid waste and recycling collection services. The contract establishes a five (5) year term, and shall be renewable for successive two (2) year terms. The contract has been reviewed and revised by the town attorney (See attached).

The following highlights as part of the proposed contract with a price reduction as follows;

<u>Original Bid</u>	<u>TL</u>	<u>Proposed Contract</u>	<u>TL</u>
Solid Waste Fee-\$7.75	\$12.00 (-\$.06)	Solid Waste Fee-\$7.56	\$11.81 (-\$0.19)
Recycling Fee-4.25		Recycling Fee-\$4.25	

Current contract rates with Waste Industries is \$12.06/household

The reduction creates a savings approximately \$7,200/annually & \$36,000/over 5 years.

In addition, as part of the pricing reduction, the solid waste and recycling collection services is proposed in two (2) separate days. Schedule A will be conducted on Thursday (West of Hwy 55) and Schedule B will be conducted on Friday (East of Hwy 55). See attached map.

FINANCIAL IMPACT: The Contract amount will be budgeted each fiscal year and approved by the Board of Commissioners.

RECOMMENDATION: Authorize the Town Manager to sign the contract with Carolina Trash Pickup, Inc.

REQUESTED MOTION: I recommend authorizing the Town Manager to sign the contract with Carolina Trash Pickup, Inc.

REVIEWED BY TOWN MANAGER: *Gerry Vincent*

Attachments: Proposed Contract & Schedule A&B Map

**TOWN OF ANGIER CONTRACT FOR SOLID WASTE AND RECYCLING
COLLECTIONS SERVICES FOR RESIDENTIAL & COMMERCIAL CUSTOMERS
WITH CAROLINA TRASH PICKUP, INC (DBA CAROLINA TRASH & SEPTIC)**

WHEREAS, the Town of Angier ("the Town") intends to retain Carolina Trash Pickup, Inc. (dba Carolina Trash & Septic) ("the Provider") to provide collection, transportation, and disposal of residential and commercial solid waste; and

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Provider agree to the following terms and conditions.

I. Duration

The Contract shall commence on July 1, 2021 and extend for an initial period of five (5) years ("Initial Term"). The Contract shall be renewable for successive two (2) year terms (each a "Renewal Term") upon the mutual written agreement of the parties. Notice of intent to renew shall be made in writing at least ninety (90) days prior to expiration of the Initial Term or a Renewal Term, whichever is applicable. The Town and the selected Provider shall re-confirm or re-negotiate the unit rates prior to any Contract renewal. Any amendment or modification of the Contract shall be null and void, unless it is contained in a writing signed by both parties.

II. Location and Frequency of Collection

A. Residential & Commercial Collection

Beginning July 1, 2021 through the duration of the contract, the Provider shall be responsible for the collection of residential and commercial solid waste as provided herein.

All residential collections made by the Provider other than a physically disabled resident shall be made at **curbside from the streets**, except where special circumstances warrant otherwise, and dumpster locations for commercial customers, which must be approved by the Town. The Town shall require residential owners to deliver receptacles (96-gallon poly cart/roll out) to the curbside for collection and return empty receptacles from the curbside to the usual place of storage.

Physically disabled persons may request in writing to receive service whereby their waste containers (poly cart/roll out) are moved by the Provider from a convenient location to the curbside for pickup. The resident will not incur any additional cost for this service. The Town will furnish the Provider with a list of all physically disabled residents requiring this service.

All solid waste hauled by the Service Provider shall be disposed of at a facility permitted to accept said waste. All Recyclables will be delivered to an established recycler. No fees shall be billed to Town for processing co-mingled recyclables. Provider shall retain any revenues.

ALL new customers are anticipated to receive a 48 business hours lead time for delivery of new carts.

B. Collection Frequency

The collection of solid waste and recyclables from all residential units shall be conducted on a **“Schedule A” (Thursday) and Schedule B” (Friday) basis each week** (52 collections annually) for solid waste and (26 collections annually) for recycling. See attached “Schedule A & B” Map.

C. Hours of Collection

Residential collection shall be between the hours of 6:00 a.m. to 7:00 p.m. Exceptions will be approved by the Town only when necessary to complete collection of a route due to unusual circumstances.

D. Holidays

When the regular pick-up falls on a holiday, the pick-up shall be made on the following day, unless otherwise authorized by the Town. ***The Provider’s Holiday Schedule must be approved by the Town.***

E. Missed Collections

The Town expects the Provider to maintain the contracted time frames. Failure to maintain the time frames established in the Contract shall constitute a breach of the Contract

In the event that a regularly scheduled collection is missed and a complaint is received by either the Town or the Provider, a special collection of the solid waste will be required of the Provider within twenty-four (24) business hours of receipt of complaint. Provider will have enhanced electronic method to communicate with Town that will maintain records of communications and provide record producing capabilities.

In the event of missed pickups due to acts of God, weather, or events outside the control of the Provider, pickup will be made as soon as possible when conditions are safe to continue service.

III. Operations

A. Notices to Customers

The Provider shall cooperate with the Town to inform all residents and customers about relevant complaint procedures, rate and billing procedures, collection regulations, days and hours of scheduled collection service, and any other relevant notices. In addition, the Provider shall provide the Town with any information the Town requests.

B. Necessary Equipment and Containers; Repair and Maintenance

1. Provider shall provide an adequate number of vehicles to collect solid waste in accordance with the Contract. The vehicles shall be licensed in the State of North Carolina and shall be operated in compliance with all applicable state, federal, and local laws, regulations, and ordinances. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute’s specifications. Each vehicle shall bear, at a minimum, the name and website or telephone number of the Provider, which shall be plainly visible on both sides of the vehicle.

2. The Provider shall properly maintain all Provider-owned collection equipment, vehicles, and containers and endeavor to keep the same serviceable. When they are no longer serviceable, such items of equipment shall be replaced with equipment in proper operating condition.

3. The Provider will perform all maintenance and repairs at its own expense on Provider-provided containers and equipment to keep such in proper operating condition. The Provider shall maintain, repair, or replace a container upon the reasonable request of the Town. The Provider is entitled to seek restitution for all maintenance or repairs occasioned by the negligent or intentional acts of third parties from such responsible third party, and the Town shall not be liable for any damages or expenses related thereto.

4. The Town shall have the right to inspect all vehicles, equipment, and containers used by the Provider in carrying out the requirements of this RFP. Provider shall promptly correct all violations of any Town ordinances or state or federal laws.

5. **ALL** Town facilities will receive the required number of rollout carts and/or dumpsters free of charge. These locations are as follows:

- * Town Hall/Police Department
- * Library
- * Jack Marley Park
- * Public Works Facility

6. Provider shall also provide rollout carts to **ALL** Town sponsored events free of charge, and empty the twelve (12) metal trash cans in the downtown on a weekly basis.

IV. Fees for Services

The Provider will charge the following fees for solid waste services:

Residential Solid Waste Service (96 Gallon Container)

Weekly Collection (52 Collections Annually) of one (1) 96 Gallon Poly Roll Cart for Trash

\$ 7.56 per month

\$ 11.00 per month for commercial trash carts

Bi-weekly Collection (26 Collections Annually) of one (1) 96 Gallon Poly Roll Cart for Recycling

\$ 4.25per month

Commercial Solid Waste Service (Dumpster)

Weekly Collection of one (1) Dumpster (Solid Waste)

\$ 110.00 per month per 4 yard dumpster

\$ 125.00 per month per 6 yard dumpster

\$ 140.00 per month per 8 yard dumpster

Weekly Collection of one (1) Dumpster (Recycling)

\$ 110.00 per month per 4 yard dumpster

\$ 125.00 per month per 6 yard dumpster

\$ 140.00 per month per 8 yard dumpster

The above fees and charges are the extent of fees or charges that may be levied to the Town in connection with the collection of residential solid waste and recyclables.

Pursuant to the Contract between the Town of Angier and Carolina Trash Pickup, Inc., the Provider may adjust prices if there are any changes due to Harnett County and will receive an annual adjustment on the anniversary of the first year of Contract and each subsequent year based on the agreed upon the Consumer Price Index (CPI) Water, Sewer and Trash Index for the month of January, published by the U.S. Department of Labor, Bureau of Labor Statistics. The agreed upon adjustment will take effect July 1st.

V. Billing and Customer Service

A. Invoices

The Provider will bill the Town for residential collection monthly consistent with the agreed upon fees and rates set forth above. The Town shall make payment of the full amount due under the invoice within thirty (30) days of receipt of an invoice. The initial customer count shall serve as the basis for calculating the invoice for the first month of service under the Contract. The Provider shall maintain a list of addresses (initially provided by the Town,) that have been provided a 96-gallon roll-out poly cart for service and furnish the Town with the list as updated/revised. The Provider shall verify the information and use the agreed upon monthly total at the time of the invoice as the basis for calculating the amount the Town owes the Provider under the Contract. The Town and Provider shall cooperate in providing the necessary information and billing on a timely basis so that payment may be made. All invoices shall list the number of serviced locations, cost per location, disposal tonnages and disposal fees and recycling tonnages and fees to be paid by the Town.

B. Complaint Procedure/Process

The Provider shall employ enough personnel to answer and respond to all complaints from the public concerning the Provider's service. Provider shall equip the office with a telephone system providing a local phone number that shall include an automatic telephone answering device or service for receiving complaints from the public during non-business hours. Provider shall also secure and keep a telephone listing in the telephone directory as soon as possible. All complaints shall be promptly investigated within one (1) business day of receipt and resolved as quickly as feasible. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be responded to no later than the following business day. Provider shall always have available competent personnel who shall have authority to represent the Provider

VI. General Duties. The Provider shall, without limitation:

1. Comply with any and all federal, State, or local laws, ordinances, codes, rules, regulations, guidelines, or orders that now or may in the future become applicable to Proposer or to the Services ("Applicable Laws");
2. At all times during the term of this Contract, including any extension(s), procure and maintain all licenses and permits required for the performance of the Services;
3. Satisfactorily complete all required annual state inspections;
4. Comply fully with all Applicable Laws imposed under or established by the Occupational Safety and Health Act of 1970;

5. Be and remain an "Equal Opportunity Employer" and comply with all federal, state, and local affirmative action requirements;
6. Follow employment policies that meet the requirements of the Fair Labor Standards Act and comply with all applicable regulations of the U.S. Department of Labor;
7. Collect and pay over to any and all federal, state, and/or local taxing authority(ies) all applicable taxes, fees, and assessments in connection with the provision of the Services;
8. At all times during the term of this Contract, including any extension(s), provide to Town on a reasonable basis a report describing the Services in such detail as requested by Town from time to time in its sole discretion;
9. Furnish all personnel with professional company provided uniforms.
10. Ensure that all personnel wear and/or possess proper identification.
11. Demonstrate a viable chain of command and provide points of contact at each level for Town.
12. Maintain a quality control program satisfactory to Town.
13. Maintain standard operating procedures, which shall include, but not be limited to, defined routines, routes, and inspections;
14. Implement written work schedules for the Services;
15. Advise the Town whenever an accident occurs during performance of the Services;
16. Furnish documentation of compliance by Provider with the above requirements promptly to Town upon its request, therefore.

VII. Insurance

The Provider must provide a Certificate of Insurance confirming the minimum coverage and requirements noted below. Proof of this coverage must be included as part of bid package. Certificates must also be furnished for all subcontractors supporting this Contract. The Provider shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations are performed by the Provider itself, by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance must meet or exceed the following amounts:

- (1) Public Liability Insurance in an amount of \$1,000,000 for Bodily Injury/Property.
- (2) Damage to any one person and subject to the same limit for each person, in an amount not less than \$2,000,000 Total Policy Limit or Aggregate.
- (3) Automobile Liability in the amount of \$1,000,000.

- (4) Overall Umbrella liability in the amount of \$2,000,000.
- (5) The Provider shall provide and maintain during the life of this Contract Worker's Compensation Insurance for all employees employed at the various sites connected with this contract as required by North Carolina law.

The Provider shall furnish such additional special insurance as may be required by the General Statutes of North Carolina for the services provided. All insurance premiums shall be paid solely by the Proposer. Each Certificate of Insurance shall add "Town of Angier, N.C." as an additional insured on the liability policies. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount, or coverage eliminated without thirty (30) days written notice of such alteration or cancellation to the Town, sent by registered mail or overnight commercial courier with delivery confirmation.

VIII. Security for Faithful Performance. Within ten (10) calendar days after award of the Contract, the Provider shall furnish an Irrevocable Letter of Credit or performance bond as security (either or both, the "Security") for the faithful performance of this Contract. The Security shall be in the minimum amount of 10% of the contract award. The Security shall be in addition to and not in limitation of any other remedies that the Town may have for default by the Provider. Premiums for the Security, if any, shall be paid solely by the Provider. If the Security includes a performance bond, a certificate from the surety showing that the premiums are paid in full shall be provided to the Town. The surety on the performance bond shall be a duly authorized corporate surety authorized to do business in the State of North Carolina. The Security will be used to remediate any such additional cost and burden to the Town. Documents certifying the Provider's ability to provide the above will be included as part of bid package.

IX. Miscellaneous Provisions

- a. Governing Law.** This contract shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this contract, its situs and forum, shall be Town of Angier, (Harnett & Wake County,) North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
- b. Subcontracting.** The Provider may subcontract performance under the Contract only with the prior written approval of Town.
- c. General Indemnity.** The Provider shall hold and save the Town, its officers, agents, and employees harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Proposer in the performance of this Contract that are attributable to the negligence or tortious acts of the Proposer.

- d. **Replacement Services.** If the Provider is unable or unwilling to perform any of its obligations set forth in the Contract, the Town may procure similar services from other sources and hold the Provider responsible for any cost occasioned thereby.
- e. **Amendments and Modifications.** This contract may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this contract.
- f. **Entire Agreement.** This contract constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this contract.
- g. **Severability.** In the event that any provision of this contract shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- h. **No Third Party Benefits.** There are no third party beneficiaries to this contract. Nothing in this contract shall create or give to third parties any claim or right of action against the Town or the Provider.
- i. **Counterparts.** This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
- j. **E-verify.** All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by the other demonstrating such compliance.
- k. **Unavoidable Delays.** If and to the extent that either Provider or Town's performance of any of its obligations pursuant to this Contract is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"), then the non-performing, hindered, or delayed party shall be excused for such non-performance, hindrance, or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided, that such party continues to use commercially reasonable efforts to re-commence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans, or other means. The party whose performance is prevented, hindered, or delayed

by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event and the expected date of re-commencing performance. Notwithstanding the provisions set forth in this paragraph, if the party prevented from performing fails to re-commence performance within fourteen (14) days, the Town may terminate this Contract without penalty effective upon delivery of notice to Proposer.

X. Termination

The Town shall have the right to terminate this Contract if the Provider is in default or breach of its obligations hereunder. If Town determines that Provider is in default or breach, the Town will give written notice specifying the default or breach. Upon receipt of such notice, the Provider may correct or cure such default or breach to Town's satisfaction within 15 days of receipt of such notice. If Provider fails to so correct or cure the default or breach within the allotted time, the Town may terminate the Services immediately without further notice.

This Agreement may be terminated by Provider, with or without cause, at the end of the initial term or any extension(s) thereof, by giving at least one hundred twenty (120) days advance written notice to Town prior to the expiration of the initial term or any extensions thereof.

**CAROLINA TRASH PICKUP, INC.
(DBA CAROLINA TRASH & SEPTIC
"Contractor"**

**TOWN OF ANGIER, NC
A municipal corporation of Harnett
County, North Carolina**

By: _____
Howard Babbitt
Owner

By: _____
Gerald D. Vincent
Town Manager

Solid Waste Routes



Roads



City Limits



Red Route



Blue Route

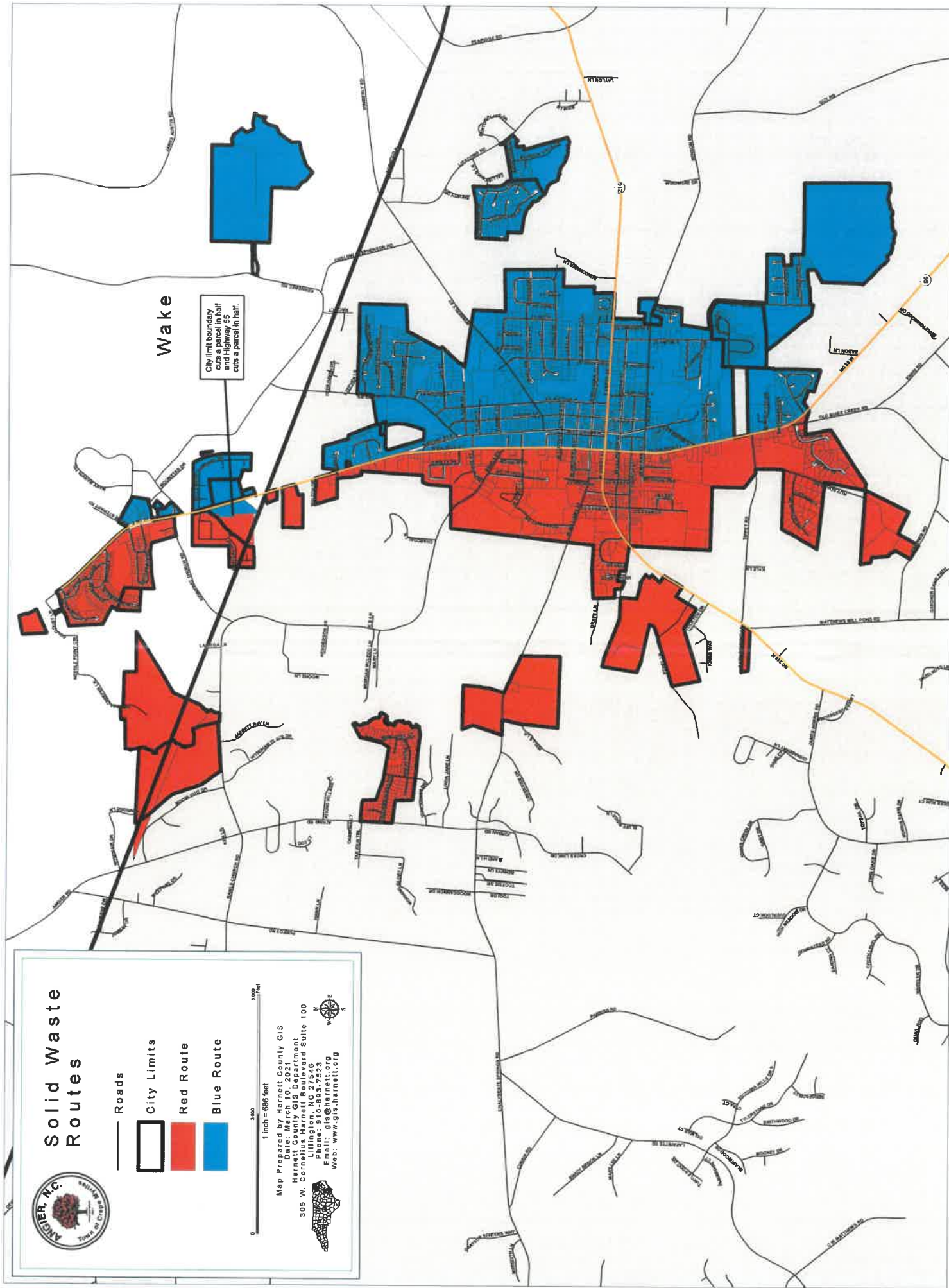
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1 inch = 696 feet

Map Prepared by Harnett County GIS
Date: March 10, 2021
Harnett County GIS Department
305 W. Central Expressway, Suite 100
Lillington, NC 27546
Phone: 910-863-7523
Email: gis@harnett.org
Web: www.gis.harnett.org



Wake

City limit boundary
cuts a parcel in half
and Highway 55
cuts a parcel in half.





Board of Commissioners Agenda Report

55 N Broad Street W.
PO Box 278
Angier, NC 27501
www.angier.org

MEETING DATE: March 16, 2021
PREPARED BY: Hans Kalwitz
ISSUE Board Budget Amendment #8
CONSIDERED:
DEPARTMENT: Finance

SUMMARY OF ISSUE:

As discussed during our October 2020 Regular Board of Commissioner meeting, library donations are treated as a restricted revenue. Since that meeting, additional donations were received. We will recognize this revenue and increase allowable Library Department spending.

FINANCIAL IMPACT:

This budget amendment will increase the General Fund by \$135 and, if not fully utilized, will carry forward into the following fiscal year for spending within the Library Department.

RECOMMENDATION: N/A

REQUESTED MOTION:

Motion to adopt FY 2021 Board Budget Amendment #8

REVIEWED BY TOWN MANAGER:

This has been reviewed by the Town Manager.

Attachments: Board Budget Amendment #8



Town of Angier

Board Approved Budget Amendment # 8

Be it hereby ordained by the Town Council of the Town of Angier that the following amendments be made to the Budget Ordinance adopted on the 16th day of June, 2020 (as well as subsequent amendments) as follows:

General Fund (10 Fund)				
General Fund Revenue	Line Item	Budget	Change	Amended Budget
LIBRARY DONATIONS	10-3007-0002	586	↑ 135	721
Total Revenue Budget		4,965,297	135	4,965,432
Library Department	Line Item	Budget	Change	Amended Budget
DONATIONS	10-9007-0062	586	↑ 135	721
Total Budget Expenditures for Dept 9007		246,901	135	247,036

Motion to adopt FY 2021 Board Approved Budget Amendment #8

Adopted this the 16th day of March, 2021

Robert K. Smith, Mayor

Attest:

Veronica Hardaway, Town Clerk



Board of Commissioners Agenda Report

55 N Broad Street W.
PO Box 278
Angier, NC 27501
www.angier.org

MEETING DATE: March 16, 2021
PREPARED BY: Gerry Vincent, Town Manager ICMA-CM *GV*
ISSUE Reimbursement Resolution-Pump Stations Upgrades (\$1.8M)
CONSIDERED:
DEPARTMENT: Administration

SUMMARY OF ISSUE: Pump Station #1 is the oldest, 30 years plus in serving the north quadrant of Angier. Pump Station #6 is also 30 plus years in age, located south of Town, serving as the main station for Angier. Pump Station #9 is located at the old Angier wastewater treatment plant and transfers all waste to the Harnett County Regional Wastewater Treatment Facility. The FY21 Budget included funding (\$550,000-Fund Balance) to replace parts and equipment for efficiencies, as the Town grows. However, all three (3) pump stations require replacement immediately. The Town's financial advisors (Davenport & Co.) recommended to secure loans for the improvements, and future improvements, instead of fund balance appropriations. The total costs for the improvements are: PS#1 \$1,014,520; PS#6 \$693,410; and PS#9 \$30,000 (\$1,737,930 TL).

The next steps would be soliciting the local banks, securing a revenue bond, and public advertisements. This will be accomplished in the next few months, concluding in a June/July time frame.

FINANCIAL IMPACT: The Reimbursement Resolution is a tool to recoup costs associated with the pump stations upgrades.

RECOMMENDATION: Authorize the Town Manager to include the Reimbursement Resolution as part of the financing packet for the loan to be presented to the Board of Commissioners at the June/July Board Meeting.

REQUESTED MOTION: I recommend adopting the attached reimbursement resolution.

REVIEWED BY TOWN MANAGER: *Gerry Vincent*

Attachments: *Reimbursement Resolution & Supporting Documents*

**RESOLUTION OF BOARD OF COMMISSIONERS OF THE TOWN OF
ANGIER, NORTH CAROLINA DECLARING ITS INTENTION TO
REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-
EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR
TO BE MADE IN CONNECTION WITH A TOWN OF ANGIER CAPITAL
PROJECT**

WHEREAS, the Town of Angier, North Carolina (**the “Issuer”**) is a political subdivision organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Issuer has paid beginning no earlier than 60 days prior to the date of adoption of this resolution, and will pay, on and after the date hereof, certain expenditures (**“Expenditures”**) for the design, acquisition, construction, improvement, expansion, renovation and equipping of a Town of Angier **“Pump Stations (1#, 6# & 9#) Renovations” Capital Project**, further described on Exhibit A attached hereto (**the “Project”**); and

WHEREAS, the Board of Commissioners of the Issuer (**the “Board”**) has determined that those moneys previously advanced no earlier than 60 days prior to the date of adoption of this resolution and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt financing (**the “Financing”**).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. The Board hereby declares the Issuer’s intent to reimburse the Issuer with the proceeds of the Financing for the Expenditures with respect to the Project made on and after the date referenced above. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Financing.

Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditures), (b) a cost of issuance with respect to the Financing, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Issuer so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Issuer.

Section 3. The maximum principal amount of the Financing expected to be issued for the Project is **\$1,800,000**.

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer's use of proceeds of the Financing to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Issuer recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.

Passed and adopted this ___ day of _____, 2021.

EXHIBIT A

[The design, improvement, expansion, renovation, construction and equipping of Town sewer system facilities, including new pump stations, sewer lines and related facilities.]

ENGINEERING SERVICES PROPOSAL

Date: February 19, 2021

To: Jimmy Cook, Town of Angier, Public Utilities Director

From: Christopher Petree, PE, DBIA, Timmons Group

Project: Pump Station #1 Design Modifications

BACKGROUND:

The following proposal is to provide permitting and construction administration services for the upgrades design (previously authorized) to the Town **Pump Station #1**.

I. SCOPE OF SERVICES

A. Permitting Services

Task 1. NCDEQ and NCDOT Permitting - \$7,500

1. Prepare permitting package to be sent to the NC Department of Environmental Quality (NCDEQ).
 - i. Respond to any comments received on permit package.
 - ii. DEQ review submittal fees are included in our fee.
2. Prepare NC Department of Transportation Utility Encroachment permit application
 - i. Respond to any comments received on permit package.
 - ii. NCDOT review submittal fees are included in our fee.

Task 2. Final Environmental Permitting - \$11,100

Under this Agreement, Timmons Group will provide professional services relative to the approximately 6-acre project located along Rawls Church Road, Angier, NC (Harnett County) approximately depicted below.



1. Wetland/Stream Delineation

- i. Timmons Group will review existing, readily obtainable environmental information on the site such as USGS mapping, aerial photography, NWI mapping and soil survey information. A wetland delineation of the subject property will be performed in accordance with the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and appropriate Regional Supplement. A stream determination will be conducted using the North Carolina Department of Environmental Quality (NCDEQ) Stream Identification methodology, version 4.11. The flagged wetland limits will be GPS located for mapping purposes (Note that GPS location is for confirmation and planning purposes and is not a substitute for traditional field survey, and in the event wetlands and streams may be impacted by the project jurisdictional features should be located by traditional survey means). A preliminary wetland delineation map showing the approximate size, shape and location of wetlands and/or waters of the U.S. present on the subject property will then be prepared.

2. Wetland/Stream Confirmation

- i. Timmons Group will facilitate the confirmation of wetland and stream locations through feature flagging and submittal of a Jurisdictional Determination (JD) package to the USACE. This package will consist of a narrative, delineation map, wetland delineation field data sheets, and stream data forms. Timmons Group will conduct a site visit with the USACE to review the site conditions, flagged wetland limits and confirm findings. A Preliminary Jurisdictional Determination (PJD) concurrence letter for the wetland delineation will be obtained from the USACE.
- ii. Although there are no state mandated stream buffers for this location, DWR will be copied on all USACE correspondence and offered the opportunity to attend the USACE site visit.

3. PCN for Nationwide Permit*

- i. A Pre-Construction Notification (PCN) for a Nationwide Permit (NWP) and corresponding General Certification (GC) will be prepared and submitted to the USACE and DWR. The PCN submittal will contain a narrative describing in detail the purpose of the project and the necessity of the proposed disturbance to demonstrate that this disturbance is warranted. One response to Request for Additional Information (RAI)** will be prepared to answer any questions posed by the USACE and DWR as a result of the PCN. Negotiation of NWP and GC authorization will be undertaken to facilitate regulatory approval of the project. This task includes mitigation coordination but does not include mitigation fee payment or payment of NCDEQ DWR's review fee.

**This scope is for one Pre-Construction Notification which meets the requirements for a Nationwide Permit. If proposed impacts do not meet the requirements for a Nationwide Permit and/or if multiple permitting phases are proposed, a revised scope will be required.
**If additional RAIs are required this work will be billed Time & Materials with prior approval from the client.*

B. Construction Phase Services

Task 3. Construction Administration Services - \$11,500

1. Provide the following Construction Services:
 - i. Attend pre-construction meeting
 - ii. Review submittals and respond to RFIs
 - iii. 4 construction observation visits and associated reports
 - iv. Participate in start-up inspection
 - v. Complete Engineer's Certification
 - vi. Provide As-Built Drawings

Task 4. Easement Plats - \$6,000

1. The plat(s) will meet the recordation requirements for the Town of Angier. This task also includes submission of the plats for Town review and making revisions per review comments but does not include submission or recordation fees. These fees can be billed as a reimbursable expense. The easement line work will be per plans by Timmons Group
 - i. Five (5) easement plats are anticipated for this project.

II. ASSUMPTIONS / CLARIFICATIONS

- Geotechnical services are excluded from the above Scope of Services but can be added if necessary. Scope and fee to be negotiated.
- Construction observation visits will be determined based on construction progress and needs.

III. ANTICIPATED PROJECT SCHEDULE

It is anticipated Task 1 and 2 will take approximately 4-6 weeks to complete. Tasks 3 and 4 will progress at the pace of construction.

IV. NOTICE TO PROCEED

Proposal Submitted By: Christopher Petree 02/19/2021
Christopher Petree, PE Date

Proposal Accepted By: Geary Vincent 2.23.21
Signature Date

Geary Vincent, Town Manager
Name, Title

Return of a signed copy of this proposal will serve as our Notice to Proceed.

Pump Station #1 & Force Main Replacement
Engineer's Opinion of Probable Construction Cost (OPCC)*
Angier, NC SITE
 Date: 2/19/2021



Description	Quantity	Units	Unit \$	Total Cost
Pump Station #1 Replacement				
Mobilization/Demobilization/Startup	1	LS	\$25,000	\$25,000
Decommission Ex. PS Site (Pumps/Wetwell/Generator, etc.)	1	EA	\$15,000	\$15,000
New Pump Station Site Work	1	EA	\$25,000	\$25,000
New Electrical Equipment	1	EA	\$40,000	\$40,000
New Generator	1	EA	\$90,000	\$90,000
New Gorman Rupp Pumps (720 GPM) & Shelter	1	EA	\$160,000	\$160,000
New Odor Control	1	EA	\$20,000	\$20,000
New 10-FT Diameter Precast Wet-well	1	EA	\$20,000	\$20,000
Gravel Access Road Extension	1	EA	\$5,000	\$5,000
Site Piping	1	EA	\$10,000	\$10,000
Flow Meter & Vault	1	LS	\$15,000	\$15,000
By-Pass pumping	5	Days	\$3,000	\$15,000
Force Main Realignment				
8" C900 PVC Force Main	350	LF	\$50	\$17,500
8" Horizontal Directional Drill	150	LF	\$300	\$45,000
10" C900 PVC Force Main	3,400	LF	\$65	\$221,000
Force Main Discharge Connection	1	EA	\$5,000	\$5,000
On-site Sanitary Sewer Upgrades				
12" PVC Sanitary Sewer	50	LF	\$200	\$10,000
48" Diameter Manholes	2	EA	\$5,000	\$10,000
60" Diameter Manholes	1	EA	\$6,500	\$6,500
Storm Sewer Relocation				
Concrete Catch Basin	2	EA	\$7,500	\$15,000
Concrete Endwall	1	EA	\$5,000	\$5,000
30" RCP	170	LF	\$225	\$38,250
Riprap Outlet / Channel Protection	12	CY	\$175	\$2,100
Sediment & Erosion Control	1	LS	\$5,000	\$5,000
Construction Costs			Construction Sub-total	\$ 815,350
			Construction Contingency 20%	\$ 163,070
Total Probable Construction Cost				\$978,420

*Timmons Group's Opinion of Probable Construction Cost (OPCC) is based on best judgment, experience and being qualified professionals generally familiar with the construction industry. Because Timmons Group has no control over the cost of labor, materials, equipment, services furnished by others, or over competitive bidding or market conditions, Timmons Group cannot guarantee that actual construction costs will not vary from the OPCC presented.

ENGINEERING SERVICES PROPOSAL

Date: February 12, 2021

To: Jimmy Cook, Town of Angier Public Utilities Director

From: Christopher Petree, PE, DBIA, Timmons Group

Project: Pump Station #6 Upgrades

BACKGROUND:

The current sewer infrastructure within the Town of Angier (Town) is experiencing inflow and infiltration during rain events, generating a large amount of water in the system than must be pumped at the main pump stations. As an immediate solution to the overwhelmed capacity of PS#6, the Town has expressed an interest in increasing the capacity of PS#6 and the downstream pump station PS#9.

The following proposal is provided for the design of the **PS#6** capacity upgrades.

I. SCOPE OF SERVICES

A. Pre-Design Services

Task 1. Environmental Services - \$2,500

1. Preliminary Desktop Review:

- i. Timmons group will review existing, readily obtainable environmental information on the site such as USGS mapping, aerial photography, NWI mapping and soil survey information to confirm there are no impacts for the pump station site.
- ii. Timmons Group will conduct a site visit to confirm the findings of the desktop investigation. During the site visit Timmons Group will look for potentially suitable protected species habitat and jurisdictional waters. Following the site inspection, Timmons Group will advise on the potential need for additional environmental review, if required.

Task 2. Survey Services - \$3,200

All land surveying efforts provided by Timmons Group will meet or exceed the Minimum Standards of Land Surveying in North Carolina as adopted by the Board under regulatory authority of Title 21, Chapter 56, Section .1600 of the North Carolina Administrative Code, and the North Carolina G.S. 47-30 Requirements. Timmons Group will provide the following Scope of Land Surveying Services:

1. Preparation of a field run topographical survey for the site to include location of visible improvements; storm and sanitary sewer alignments with invert data (including 1 structure outside of limits); and surface indications of subsurface utilities. Contouring to be plotted at a 1' interval.
 - i. Fee includes research, fieldwork and office calculations necessary to accurately locate the property boundaries according to the requirements established by NC General Statutes.

- ii. A North Carolina 811 ticket will be initiated for the project area and utilities located as marked.
2. Any underground utilities deemed private or not marked cannot be field located. Topographic limits will include the area outlined in green as shown in Exhibit "A".

Exhibit A



B. Design Phase Services

Task 3. Pump Station #6 Upgrades/Replacement - \$22,500

1. Provide design drawings depicting the following:
 - a. Existing Conditions on Site
 - b. Proposed Grading
 - c. Erosion & Sediment Control
 - d. Pump Station Site Plan
 - e. Pump Station Mechanical Plan & Section Views
 - f. Odor control accommodations.
 - g. Telemetry & SCADA system
 - h. Electrical Design
2. Provide mechanical and structural design for modifications to the existing manual bar screen structure (or upstream splitter box) to accept channel-mounted grinder.
3. Provide design to manifold the new discharge force main with the existing on-site force main.
4. Provide project technical specifications.

Task 4. Pump Station Permitting - \$3,500

1. Prepare one (1) permitting package to be sent to the NC Department of Environmental Quality (NC DEQ).
2. Respond to any comments received on permit package.

C. Construction Phase Services

Task 5. Construction Administration Services - \$11,500

1. Provide the following Pre-Construction Services:
 - i. Prepare Construction Bid Documents and assist contractor bidding process
 - ii. Attend pre-bid meeting, if needed
 - iii. Review of submittals and Requests for Information (RFI's)
2. Provide the following Construction Services:
 - i. Attend pre-construction meeting
 - ii. General contractor assistance
 - iii. Four construction observation visits and associated reports
 - iv. Participate in pump station start-up
 - v. Engineer's Certification
 - vi. Develop As-Built Drawings

II. ASSUMPTIONS / CLARIFICATIONS

- The Town is to provide the Timmons Group Land Surveyors with complete and unencumbered access to the property and adjacent properties as needed to complete the field surveying work.
- Environmental permitting for this project is not anticipated, therefore, it is omitted from this proposal. If the findings of Task 1 deem environmental permitting necessary, the necessary scope and fee can be negotiated at that time.
- The proposal does not include geotechnical services or stormwater design as the need for both is not currently anticipated.
- It is assumed that an adequate power source is available on the existing pump station-site or will be brought to the site by others.
- Construction staking is excluded.
- Complete boundary surveying or preparing a Record of Survey is excluded.
- Wetland surveying to locate wetland flags as set by others is excluded.

III. ANTICIPATED PROJECT SCHEDULE

It is anticipated Tasks 1 through 4 will take approximately 4 months to complete. Task 5 will progress at the pace of construction.

IV. NOTICE TO PROCEED

Proposal Submitted By: _____


Christopher Petree, PE

02/12/2021
Date

Proposal Accepted By: _____


Signature

2.23.21
Date

Gerry Vincent, Town Manager
Name, Title

Return of a signed copy of this proposal will serve as our Notice to Proceed.

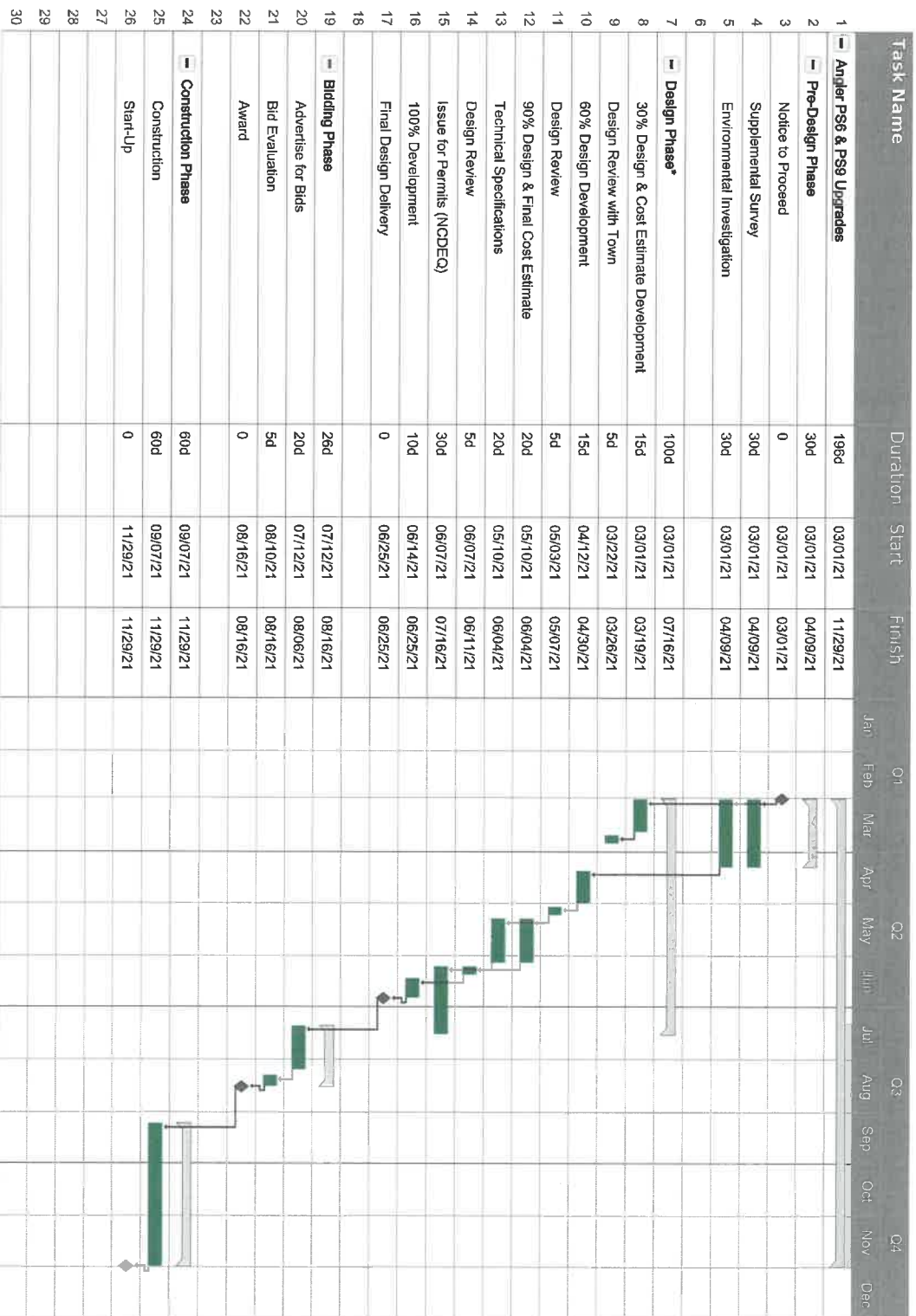
PS#6 Replacement
Engineer's Opinion of Probable Construction Cost (OPCC)*
Angier, NC
February 18, 2021



Description	Quantity	Units	Unit \$	Total Cost
Pump Station #6 Upgrade: \$514,000 (before contingency)				
Mobilization/Demobilization/Startup	1	LS	\$25,000	\$25,000
New Pump Station Site Work	1	EA	\$30,000	\$30,000
New 12.5-FT Diameter Precast Wet-Well	1	EA	\$50,000	\$50,000
New 60" X 60" Access Hatch for New 12.5-FT Wet Well	1	EA	\$5,000	\$5,000
New Submersible Pumps (1661 GPM) and Controls	2	EA	\$70,000	\$140,000
Site Piping	1	EA	\$15,000	\$15,000
New Electrical Equipment (ATS, Panels, Wiring, etc.)	1	EA	\$40,000	\$40,000
Muffin Monster Grinder and Channel Modifications	1	EA	\$65,000	\$65,000
Valve Vault & Flowmeter	1	LS	\$15,000	\$15,000
12" Plug Valve	2	EA	\$7,500	\$15,000
12" Check Valve	2	EA	\$5,000	\$10,000
Decommission Ex. PS Site (Pumps/Wetwell Conversion/Generator, etc.)	1	EA	\$15,000	\$15,000
By-Pass pumping	3	Days	\$3,000	\$9,000
New Chemical Pad	1	EA	\$5,000	\$5,000
New Generator (275 kW)	1	EA	\$75,000	\$75,000
Construction Costs			Construction Sub-total	\$ 514,000
			Construction Contingency 15%	\$ 77,100
Total Probable Construction Cost				\$591,100
Attendant Costs			Survey	1.00% \$5,911.00
			Wetland Delineation / NCDWR Concurrence / Permitting	1.00% \$5,911.00
			Civil, Mechanical, Electrical Engineering Design	5.00% \$29,555.00
			Construction Administration / Construction Observation	2.00% \$11,822.00
			Legal and Administrative	1.00% \$5,911.00
Total Attendant Cost				\$59,110
Total Probable Project Cost				\$650,210

*Timmons Group's Opinion of Probable Construction Cost (OPCC) is based on best judgment, experience and being qualified professionals generally familiar with the construction industry. Because Timmons Group has no control over the cost of labor, materials, equipment, services furnished by others, or over competitive bidding or market conditions, Timmons Group cannot guarantee that actual construction costs will not vary from the OPCC presented.

Angier PS Upgrades Schedule







Board of Commissioners Agenda Report

55 N Broad Street W.
PO Box 278
Angier, NC 27501
www.angier.org

MEETING DATE: March 16, 2021
PREPARED BY: Veronica Hardaway
ISSUE National Library Week April 4-10 2021
CONSIDERED:
DEPARTMENT: Library

SUMMARY OF ISSUE: National Library Week is the week of April 4th through April 10th this year. This week is to acknowledge the library as an important piece of the community, and the services and opportunities offered to citizens. This week recognizes the impact the library can have, the programs offered, the resources available, and the hard work of the library staff.

FINANCIAL IMPACT: N/A

RECOMMENDATION:

Staff recommends the Board of Commissioners to acknowledge National Library Week at April 4-10 by way of Proclamation

REQUESTED MOTION:

Motion to adopt a Proclamation declaring National Library Week as April 4-10

REVIEWED BY TOWN MANAGER:

Attachments:

1 Proclamation

PROCLAMATION

National Library Week April 4-10 2021

WHEREAS, libraries of all types are at the heart of their cities, towns, schools, and campuses, serving their communities; and

WHEREAS, libraries are accessible and inclusive places that foster a sense of belonging and community; and

WHEREAS, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources; and

WHEREAS, for people lacking broadband at home, libraries provide access to computers and wi-fi; and

WHEREAS, libraries strive to develop and maintain programs and collections that are so diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content, and educational programs; and

WHEREAS, in time of crisis, libraries, librarians, and library workers play an invaluable role in supporting their communities both in person and virtually; and

WHEREAS, libraries and librarians work to create an equitable society by providing free access to accurate information to all people; and

WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons; and

WHEREAS, libraries are cornerstones of democracy, promoting free exchange of information and ideas for all; and

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week; and

NOW, THEREFORE, be it resolved that I *Robert K. Smith*, Mayor of the Town of Angier proclaim National Library Week, April 4-10, 2021. During this week, I encourage all residents to visit their library online to access resources and services. Because of you, Libraries Transform lives and communities.



Robert K. Smith, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Angier on this sixteenth day of March in the year of our Lord Two Thousand Twenty-One.