

Robert K. Smith Mayor

Richard Hicks Interim Town Manager Veronica Hardaway Town Clerk

BOARD OF COMMISSIONERS WORKSHOP June 20, 2023 6:30pm

Pledge of Allegiance Invocation Approval of Agenda

Public Hearing

1. FY 23/24 Budget Public Hearing

Business Items:

- 1. Adoption of FY 23/24 Budget
 - a. Consideration and approval of FY 23/24 Budget Ordinance
- 2. Approval of Request for Qualifications for the Construction of the Angier Police Department
 - a. Consideration and approval of a Request for Qualifications (RFQ), and authorize the Town Staff to submit a funding application with USDA Rural Development
- 3. Appointment of Planning Director as Wake County Review Officer
 - a. Consideration and approval of the Planning Director as Wake County Review Officer
- 4. Discussion on Church Street Parking Lot
 - a. Waiting on bids and will be presented at the meeting



Board of Commissioners Agenda Report

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

MEETING DATE:

June 20, 2023

PREPARED BY:

Richard N. Hicks, Interim Town Manager

ISSUE

FY 23/24 Budget Public Hearing

CONSIDERED:

DEPARTMENT: Administration

SUMMARY OF ISSUE: A Public Hearing was duly advertised for Tuesday, June 20, 2023 for the proposed FY 23/24 Budget

FINANCIAL IMPACT: Establish spending priorities for the next fiscal year.

RECOMMENDATION: Hold Public Hearing to hear citizen input on the proposed budget.

REQUESTED MOTION: No motion required. Close Public Hearing after comments.

REVIEWED BY TOWN MANAGER:

Attachments:



Board of Commissioners Agenda Report

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

MEETING DATE:

June 20, 2023

PREPARED BY:

Richard N. Hicks, Interim Town Manager

ISSUE

Adoption of FY 23/24 Budget

CONSIDERED:

DEPARTMENT: Administration

SUMMARY OF ISSUE: At the conclusion of the Budget Public Hearing, the Board will need to adopt the FY 23/24 Budget. The Board has been provided a list of items that were discussed during the budget review meetings. The Board has also been provided a summary sheet of various options for the proposed water and sewer increase.

FINANCIAL IMPACT: The adopted Budget will set the spending priorities for the next Fiscal Year.

RECOMMENDATION: Adopt FY 23/24 budget as presented or amended.

REQUESTED MOTION: I do hereby make a motion to adopt the FY 23/24 Budget Ordinance as presented or amended.

REVIEWED BY TOWN MANAGER:

Attachments:

1 Budget Ordinance

2 Rate & Fee Schedule



Budget Ordinance

For

Fiscal Year 2023-2024

BE IT ORDAINED by the Board of Commissioners of the Town of Angier, Harnett County, North Carolina in accordance with G.S. 159-13 of the North Carolina General Statutes that:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Governing Body	\$ 201,062
Administration	1,022,489
Finance	352,437
Police	2,283,809
Planning & Inspections	1,020,906
Streets & Sanitation	1,328,383
Parks & Recreation	521,499
Library	91,417
Depot	31,500
Debt Service	38,893
Inter-Fund Transfers	 167,734
TOTAL	\$ 7,060,129

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Ad Valorem Taxes, Current and Prior Years	\$ 3,337,782
DMV Tax Collection	267,747
Payment in Lieu of Taxes	0
Tax Penalties and Interest	10,000
Local Option Sales Tax	1,733,227
Vehicle Licenses	19,500
Solid Waste Disposal Tax	3,500
Franchise Taxes	270,000
Investment Earnings	75,000
Permits and Fees	291,500
ABC Revenues/Beer and Wine Taxes	200,000
Fund Balance Appropriated	0
Other General Revenue	 851,873
TOTAL	\$ 7,060,129

Section 3: The following is hereby appropriated in the General Capital Reserve Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

General Capital Reserve Transfers Out	 98,250
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TOTAL	98,250

Section 4: It is estimated that the following revenues will be available in the General Capital Reserve Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Town Hall/Police Building	\$ 0
Parks & Recreation Development Fees	0
Transfer from General Fund - Junny/Willow Sidewalk Project	 98,250
TOTAL	\$ 98,250

Section 5: The following is hereby appropriated in the Water and Sewer Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Water	\$ 1,590,550
Sewer	1,223,550
Smith Drive Pump Station	704,000 ·
Lagoon	83,510
Inter-Fund Transfer	0
Debt Service	1,011,633
TOTAL	\$ 4,613,243

Section 6: It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Water Sales	\$ 1,776,714
Sewer Sales	1,797,829
Investment Earnings	65,000
Water/Sewer Regulatory Fees	315,000
Antenna Rental Revenue	26,200
Transfer from Water/Sewer Capital Reserve	0
Fund Balance Appropriated	0
Other Water/Sewer Revenues	 63 <u>2,500</u>
TOTAL	\$ 4,613,243

Section 7: The following is hereby appropriated in the Water and Sewer Capital Reserve Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Transfer to Pump Station #1 & #6 Capital Project Transfer to Harnett County WWTP Expansion	\$ 0 0	
TOTAL	\$ 0	

Section 8: It is estimated that the following revenues will be available in the Water and Sewer Capital Reserve Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Transfer from Water & Sewer Operating Fund	\$ 0
TOTAL	\$ 0

Section 9: The following is hereby appropriated in the System Development Fee (Buy-In Method) Capital Reserve Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

System Development Fee (Buy-In Method) Transfers Out	\$ 796,000
TOTAL	796,000

Section 10: It is estimated that the following revenues will be available in the System Development Fee (Buy-In Method) Capital Reserve Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

SDF (Water Buy-In Method)	\$ 68,000
Interest on Investments	0
SDF (Sewer Buy-In Method)	201,000
Fund Balance Appropriated	 345,000
TOTAL	\$ 796,000

Section 11: The following is hereby appropriated in the System Development Fee (Incremental Cost Method) Capital Reserve Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

System Development Fee (Incremental Cost Method) Transfers Out	\$ 3,610
TOTAL	3,610

Section 12: It is estimated that the following revenues will be available in the System Development Fee (Incremental Cost Method) Capital Reserve Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

SDF (Water Incremental Cost Method)	\$ 3,610
TOTAL	\$ 3,610

Section 13: The following is hereby appropriated in the NC DEQ Water Line Capital Project Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Professional Fees (Engineering) Capital Outlay (Construction)	\$	0
TOTAL	\$.0

Section 14: It is estimated that the following revenues will be available in the NC DEQ Water Line Capital Project for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

NC Department of Environmental Quality Interest Earned	\$	0
TOTAL	<u> </u>	0

Section 15: The following is hereby appropriated in the Pump Station Capital Project Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Pump Station #6 Pump Station #1 & Force Main	.\$	730,322 1,376,515
TOTAL	\$	2,106,837

Section 16: It is estimated that the following revenues will be available in the Pump Station Capital Project Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Loan Proceeds Transfer from ARPA & Cares Act Fund Hwy. 55 Force Main Relocation Reimbursement	\$	946,320 982,389 178,128
TOTAL	\$	2,106,837

Section 17: The following is hereby appropriated in the American Rescue Plan & CARES Act Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Water/Sewer & Drainaage Cares Act Department	\$ 1,780,901 0
TOTAL	\$ 1,780,901

Section 18: It is estimated that the following revenues will be available in the American Rescue Plan & CARES Act Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

American Rescue Plan Act Distribution Fund Balance Appropriated	\$ 0 1,780,901
TOTAL	\$ 1,780,901

Section 19: The following is hereby appropriated in the Powell Bill Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

· Powell Bill	194,539
TOTAL	194,539

Section 20: It is estimated that the following revenues will be available in the Powell Bill Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

State Street Aid Vehicle Licenses Investment Earnings Fund Balance Appropriated	\$	171,539 19,500 3,500
TOTAL	\$	194,539

Section 21: The following is hereby appropriated in the HWY 210 Sidewalk Extension Capital Project Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Engineering/Concrete Testing (100% Angier) Construction	\$	70,270 180,601
TOTAL	<u> </u>	250,871

Section 22: It is estimated that the following revenues will be available in the HWY 210 Sidewalk Extension Capital Project Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

NC Department of Transportation Transfer from General Fund	\$ 200,696 50,175
TOTAL	\$ 250,871

Section 23: The following is hereby appropriated in the South West Drainage Capital Project Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

NC DEQ Disbursement	\$ 423,025
Mobilization	21,151
Erosion Control	42,303
Traffic Control	31,727
Utility Conflicts	84,605
Contingency	114,835
Design, Permitting, Survey, Const. SVCs	101,526
GEOTECH, Structural Eng., & Real Estate	 31,727
TOTAL	\$ 850,899

Section 24: It is estimated that the following revenues will be available in the South West Drainage Capital Project Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

NC Department of Environmental Quality Distribution Transfer from General Fund	\$	400,000 4 <u>5</u> 0,899
TOTAL	\$	850,899

Section 25: The following is hereby appropriated in the Angier Elementary Drainage Capital Project Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Construction	\$ 0
TOTAL	\$ 0

Section 26: It is estimated that the following revenues will be available in the Angier Elementary Drainage Capital Project Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Harnett County Board of Education	\$ 0_
TOTAL	\$ 0.

Section 27: The following is hereby appropriated in the Municipal Building Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Transfer from General Fund	\$ 0
Transfer from General Capital Reserve Fund	 0
TOTAL	0

Section 28: It is estimated that the following revenues will be available in the Municipal Building Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Preconstruction Architectural	\$ 0 0
TOTAL	\$ 0

Section 29: The following is hereby appropriated in the Booster Club Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Booster Club Proceeds	\$ 5,000
TOTAL	\$ 5,000

Section 30: It is estimated that the following revenues will be available in the Booster Club Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Printing & Publishing	 5,000
TOTAL	\$ 5,000

Section 31: The following is hereby appropriated in the Junny Road & Willow Street Capital Project Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

State and Local Funds	_\$	1,707,500
TOTAL	\$	1,707,500

Section 32: It is estimated that the following revenues will be available in the Junny Road & Willow Street Capital Project Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Project Costs	 1,707,500
TOTAL	\$ 1,707,500

Section 33: The following is hereby appropriated in the Asset Forfeiture Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Unauthorized Substance Tax Distribution Federal Equitable Sharing Distribution	\$	<u>200</u>
TOTAL	· \$	200

Section 34: It is estimated that the following revenues will be available in the Asset Forfeiture Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Safety Equipment FES Department	\$ 200
TOTAL	\$ 200

Section #35: All fees appearing on the Fiscal Year 2023 – 2024 Rate and Fee Schedule as set forth in Attachment A shall be adopted by the Board and is to be in effect during the Fiscal Year 2023-2024 and is on record in the Clerk's office.

Section #36: The Town Manager (Budget Officer), or his or her designee, is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- A. The Budget Officer shall be authorized to complete intra-departmental appropriations.
- B. The Budget Officer shall be authorized to execute inter-departmental appropriations, within the same Fund, not to exceed 10 percent of the appropriated funds for the department whose allocation is reduced.
- C. The Budget Officer shall be authorized to execute inter-fund transfers in emergency situations.
- D. The Budget Officer may reallocate and reclassify. Town positions and expenditures as necessary in order to more effectively address budget and service level needs.
- E. The Budget Officer shall be authorized to make inter-fund loans for a period of not more than ninety (90) days.
- F. Pursuant to G.S 159-15, the aforementioned within sub-section A, B, C, and D will be presented within the consent agenda to the Board at the following regular Board meeting.

Section #37: The Town of Angier Board of Commissioners desires for the Town to maintain necessary reserve that can provide cash flow for mitigating periods of delayed, declining revenues, used for emergencies, or unforeseen expenditures. The Town desires to maintain adequate working capital and to maintain a good credit rating in order to obtain favorable financing rates on debt issuances. The Town's Fund Balance Policy for the General Fund, Attachment B, shall be adopted by the Board and is to be in effect during the Fiscal Year 2023-2024 and is on record in the Clerk's office.

Section #38: The following is the salary schedule for the Town of Angier's Board of Commissioners for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Mayor \$ 7,245.26 July 1

Commissioner

Section #39: The Town Board of Commissioners has retained the services of outside legal counsel at a monthly flat rate of \$6,000 to represent the Town in legal matters which extend beyond the normal boundaries of staff counsel.

Section #40: The Town Board of Commissioners has authorized in the Fiscal Year 2023-2024 Budget to include a Town contribution to the 401K Retirement Plan of 5% of a regular employee's salary. The Town shall contribute 5% of sworn law enforcement officer's salary, regardless of employee contribution as required by G.S. 143-166.50(e).

Section #41: The Board of Commissioners has authorized in the Fiscal Year 2023-2024 Budget to include the following cost sharing for group health insurance based on an employee's full time equivalency. At the time of this adoption, the following costs are estimates only. These figures will be adjusted when the Town receives the final costs from the insurance company.

Health Insurance Plan	Total Cost	Town Share	Employee Share
Individual	\$ 647.69	\$ 647.69	\$.00
Employee/Spouse	\$ 1,295.38	\$ 647.69	\$ 647.69
Employee/Child(ren)	\$ 1,198.23	\$ 647.69	\$ 550.54
Family	\$ 2,007.84	\$ 647.69	\$ 1,360.15

Section #42: The Town Board of Commissioners has authorized the Fiscal Year 2023-2024 Salary Grade Table to include a 4% cost of living increase effective July 1, 2023.

Section #43: The power of approval of contracts and authorizations of settlements for liability claims is hereby reserved by the Town of Angier Board of Commissioners.

Section #44: There is hereby levied a tax at the rate of forty nine cents (49¢) per one hundred dollars (\$100) valuation of property listed as ad valorem taxes as of January 1, 2023, for the purpose of raising revenue listed as 2023 Tax Revenue in the Town of Angier General Fund. The rate of tax, for the purpose of taxation, is based upon Harnett County estimated assessed property valuation of \$571,330,441, a projected levy of \$2,792,239 and for Wake County an estimated assessed property valuation of \$110,705,000 and a projected levy of \$541,043; all of which based on an estimated collection rate of 99.74%.

Section #45: Operating funds encumbered by the Town as of June 30, 2023, are hereby appropriated to this budget.

Section #46: The Board of Commissioners of the Town of Angier hereby authorize, empower, and command the Harnett County Tax Administrator and the Wake County Tax Administrator to levy, bill, and collect taxes on the Town's behalf in accordance with the respective standing agreements.

Section #47: Reimbursement for use of privately owned vehicles by Town employees for official Town business will be made in accordance with the latest Standard Mileage Rate as set forth by the Internal Revenue Service. The current reimbursement rate is 65.5 cents per mile.

Section #48: Copies of this Budget Ordinance shall be furnished to the Town Manager, Clerk to the Board and to the Finance Officer to be kept by them for their direction in the disbursement of funds.		
Adopted this 20th day of June, 2023.		
	Town of Angier Board of Commissioners	
	Robert K. Smith, Mayor	
ATTEST:		
Veronica Hardaway, Town Clerk		



THE TOWN OF



NORTH CAROLINA

Rate and Fee Schedule

For the Fiscal Year June 30, 2023

Adopted June 20, 2023 Amended

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TAXES

Property Tax Rate Per \$100 valuation	\$0.49
Vehicle Fees	\$10.00
Angier Black River Fire Department Tax	\$0.75

Privilege License Taxes:

Privilege License Taxes are the excise taxes placed on a business for the privilege of conducting a particular trade or business within the corporate limits of the Town. Licenses are billed annually for existing businesses and are issued to new businesses upon their opening.

The taxes listed below are privilege license taxes that are restricted by law.

Beer (On-premises)	\$15.00
Beer (Off-premises)	\$5.00
Wine (On-premises)	\$15.00
Wine (Off-premises)	\$10.00

ADMINISTRATIVE SERVICES

Miscellaneous Fees & Charges:

Fee for document reproduction(s)

Black & White 8.5 x 11 Copies	\$0.20/per page
Color 8.5 x 11 Copies	\$0.25/per page
Black & White 8.5 x 14 Copies	\$0.30/per page
Color 8.5 x 14 Copies	\$0.35/per page
CD Copy (fee for cost of CD)	\$1.50
71 1 75 1	

Flash Drives (actual cost of the Flash Drive)

Any other electronic storage devices shall be charged the actual cost of the device

PARKS & RECREATION

Youth Team Sports:

In-Town Residents\$25.00	
Out of Town Residents\$50.00	
Late Registration Fee\$10.00	
Cheerleading	
<u>Baseball Field Rentals</u> – all field rentals are subject to availability. Town of Angier has priority in determining rental availability.	
By the hour without lights\$30/per field	
By the hour with lights\$40/per field	
Full Day\$225 per field	
<u>Shelters at the Park</u> – shelters are subject to availability. Town of Angier has priority in determining rental availability.	
3-hour increments	
In-Town Residents\$20.00	
Out of Town Residents\$30.00	
Depot Rentals:	
In-Town Residents\$200.00	
Out of Town Residents\$400.00	
Depot Key Deposit for In-Town/Out of Town Residents\$200.00	
Crepe Myrtle Pavilion (Stage):	
In-Town Residents\$200.00	
Out of Town Residents\$400.00	
Deposit for In-Town/Out of Town Residents\$200.00	
NOTE: Civic & non-profit organizations receive a 50% discount for Depot & Stage rentals	
All facility rental deposits are refundable. Rooms will be inspected before and after rental event for damages. Damages will be deducted from deposit and any remaining damage charges will be billed directly to the leasee.	

CODE ENFORCEMENT

<u>Citation</u>	<u>Civil Penalty</u>
Warning	

First Offense\$50.00	
Second Offense\$100.00	
Third & Subsequent Offense	
POLICE DEPARTMENT	
Copy of Police Report\$5.00 per report	
Animal Control: Primary responsibility for enforcing the provisions of Animal Control is assigned to Harnett County Animal Services Department. Municipal police departments will assist when needed. Penalties and remedies shall be in accordance with the Harnett County Animal Services Ordinance.	
Violations:	
1st Offense	
2 nd Offense\$200.00	
3 rd or Subsequent Offense\$400.00	
Dangerous Canine at Large\$500 and seizure of animal	
Public Safety/Parking/Noise/Misc. Provisions	
1 st Offense\$50.00	
2 nd Offense	
3 rd or Subsequent Offense\$150.00	

FIRE PREVENTION

It shall be the duty of the County Fire Marshal's office to enforce the provisions of the state fire prevention code, and to make all necessary inspections to determine whether or not the provisions of the code are being complied with.

PLANNING & ZONING FEES

Board Requests – related costs include but are not limited to advertising fees and postage	
Annexation Requests	\$250.00
Rezoning & Conditional Rezoning\$400.00	+ \$25.00 an acre
Special Use Permit & Other Applicable Fees	\$500.00
Amendment to an SUP	½ Original Fee

Variance	.\$400.00
Variance After the Fact	.\$500.00
Appeal of Director Decision	.\$500.00
Ordinance Text Amendment	.\$400.00
Street Renaming	.\$400.00

<u>Recording Fees</u> – Special Use Permits, Annexations, and any other matter that requires or the Town deems necessary to be filed with Harnett or Wake County Register of Deeds. The Town will charge the same fees as Harnett & Wake County Register of Deeds.

Current Harnett & Wake County Register of Deeds fees are \$26.00 for 1st 15 pages and \$4.00 for each additional page.

Copies of Maps

11 x 17\$10.00	
24 x 26\$40.00	
36 x 48\$40.00	
Planning Service Fees	
Zoning Verification Letter\$5100.00	
Land Use Permit\$3550.00	
Non-Residential Land Use Permit	
Sign Permit\$50.00/each sign	
Exempt or Recombination Subdivision Review\$750.00	
Minor Subdivision Review (1-2 Lots)	
Minor Subdivision Review (3-5 Lots)\$200.00	
Major Subdivision – Preliminary Review\$3500.00 plus \$5 per lot	
Master Plan Review (Planned Development)\$30750.00 plus \$15 per unit	
Site Plan Construction Drawings Review\$4500.00	
Subdivision Construction Drawing Review\$750.00 plus \$5 per lot	
Pump Station Construction Drawing Review\$500.00	
Major Subdivision – Final Plat Review\$2500.00 plus \$5 per lot	

Site Plan Review (New or Major Amendment)	\$ <mark>4</mark> 500.00
Multi-Family Site Plan Review (fewer than 20 units)	\$500.00
Multi-Family Site Plan Review (20 or more units)	.\$1,000.00 plus \$5 per unit
Storm Drainage/Erosion Control Review	\$350.00
Parks & Recreation Development Fee	\$500.00 per lot/unit
Payment In-Lieu of Open Space	\$600.00 per lot/unit
Accessory Use/Site Addition Plan Review	\$100.00
Site Plan Revision	\$ 100 250.00
Wireless Communication Facility Application	\$1,000.00
Small Cell Antenna Application	\$100.00
Manufactured Home Park Compliance	\$150.00 plus \$7 per lot
Building Re-Inspection Fee	\$50.00/per trip
Public Works Site Inspection Fee (Driveway & Final Site CO)	\$200.00
Public Works Site Re-Inspection Fee	\$2550.00/per trip
Manufactured Home Park Re-Inspection	\$5100.00/per trip
Itinerant Merchants/Solicitors/Peddlers	\$20.00
Mobile Food Vending	\$100.00/per 6mths
Renewal or Reapplication Fee\$\frac{10}{150.00} up to 2	years/after 2 years full cost
Public Works Inspection Fees	
Sewer/Water	\$2.00 per linear foot
Public Street	\$2.00 per linear foot
Public Sidewalk/Greenway	\$2.00 per linear foot
Pump Station Inspection	\$1,250.00
Hydraulic Model Update	\$.50 per linear foot

Permit Fees for Residential Construction

 $New\ Dwellings-single\ family,\ duplex\ (includes\ all\ trades\ \&\ attached\ structures)\ Heated\ and\ Unheated$

Up to 1,200 sq. ft	\$ 5 600.00/per dwelling	
Over 1,200 sq. ft	\$5700.00 plus \$0.25 per sq. ft. over	
Residential additions – (Sunrooms, bed	rooms, etc.)	
0-600 sq. ft	\$20350.00 plus trades	
Over 600 sq. ft	Same as new dwelling	
Multi-family Structures (containing 3 or m	ore attached units)Commercial Project Rates	
Mobile Homes	\$150.00 plus trades	
Modular Homes	\$250375.00 plus trades	
Moved House	\$250.00 plus trades	
Residential Accessory Structures & Min	nor Renovations (Decks, sheds, remodels, etc.)	
	Permit Fees for Commercial Construction	
0-400 sq. ft	\$50.00 plus trades	
401-800 sq. ft	\$100.00 plus trades	
801-1200 sq. ft	\$150.00 plus trades	
1201-2000 sq. ft	\$200.00 plus trades	
Over 2,000 sq. ft	\$200.00 plus \$0.10 per sq. ft. over plus trades	
Commercial Rates Apply to All Nonresidential Buildings and Multi-family Units		
Fee for each trade is separate from the total cost of the project.		
Project Cost	Fee	
Up to \$2,500	\$75.00	
\$2,501-5,000	\$100.00	
\$5,001-10,000	\$200.00	
\$10,001-25,000	\$350.00	
\$25,001-50,000	\$500.00	

\$50,001-100,000		\$1,000.00
\$100,001-200,00	0	\$2,500.00
\$200,001-350,00	0	\$3,500.00
\$350,001-500,000	0	\$5,000.00
\$500,001-750,000	0	\$7,000.00
\$750,001-1,000,0	000	\$9,000.00
Project Cost Over	r \$1,000,000\$9,00	00 plus \$0.002 of the amount over
Each T-Pole		\$60.00
	lular Unit Any Size	
	iniai Onit raiy 5120	
Trade Permit &	Miscellaneous Fees	
Electrical Trade	, , , , , , , , , , , , , , , , , , , 	
Minimum	••••••	\$50.00
200 Amp	•••••	\$60.00
400 Amp	***************************************	\$75.00
TSP	••••••	\$35.00
Conditional Po	ower	\$50.00 (Commercial Only)
Sign Electrical	1	\$50.00
Mechanical Trac	de	
Minimum		\$50.00
Gas Pack		\$60.00
Heat Pump (ea	ach unit)	\$60.00
Gas Piping/Te	ests	\$35.00
Plumbing Trade		
Minimum		\$50.00
2.5 Bath		\$60.00
3 Bath		\$70.00

4 Bath or Greater\$85.00	
Homeowner Recovery Fund\$10.00	
Daycare & Group Home Annual Inspection\$50.00	
ABC Permit Inspection\$50.00	
Demolition Permit	
(Commercial & Residential) May require asbestos report\$50.00	
Re-inspection Fees	
1 through 7 violations\$50.00	
8 or more violations\$75.00	

Working without a permit, in violation with State Law, may result in a "Double the Fee" penalty

Utility Connection

The fee structure for connecting onto the Town of Angier utility system may include any of the following charges:

Regulatory Fees

Regulatory fees allow the customer the opportunity to connect to the town's water/sewer system. These fees cover the administrative costs for inspection, design and regulatory requirements.

Size	Water Fee	Sewer Fee
5/8"; 3/4" water and 4"	\$732.00	\$799.00
sewer		
1" water and 4" sewer	\$799.00	\$799.00
2" water and 4" sewer	\$1,598.00	\$799.00

Regulatory Fees – Paid by builder at time of issuance of building permit.

System Development Fees - Paid by builder at time of issuance of building permit*

System Development Fees – A charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs as provided in the Public Water and Sewer System Development Fee Act, S.L. 2017-138.

^{*}In Accordance with Session Law 2020-61, Effective January 1, 2021

Meter Size	Capacity (gpm)	Cap. Factor	Water	Sewer	Total Fee
5/8"	20	1.00	\$ 665.00 310	\$ 1,994.00 2,361	\$ 2,659.00 2,671
3/4"	30	1.50	\$ 998.00 465	\$ 2,991.00 3,541	\$ 3,989.00 4,006.50
1"	50	2.50	\$ 1,662.00 775	\$ 4,986.00 5,902	\$ 6,648.00 6,677.50
-1/2"	100	5.00	\$ 3,325.00 1,550	\$ 9,971.00 11,805	\$ 13,296.00 13,355
2"	160	8.00	\$ 5,320.00 2,480	\$15,954.0018,888	\$ 21,274.00 21,368
3"	300	15.00	\$9,976.004,650	\$29,914.0035,415	\$ 39,890.00 40,065
4"	500	25.00	\$16,626.007,750	\$49,857.0059,025	\$66,483.0066,775
6"	1,000	50.00	\$ 33,251.00 15,500	\$99,715.00118,050	\$ 132,966.00 133,550

Note: All residential meters are charged at the 5/8" rate, and each unit must be metered separately. Irrigation meters are charged based on the actual meter size rate.

Irrigation Fees

Size	Fee
5/8" tap or 1" tap	\$970.00 plus additional meter cost

Note: Irrigation fees are for branch taps off of existing ³/₄" or 1" water service. If a separate irrigation tap is desired, all applicable fees based on meter size will apply.

Meter Charges

Size	Fee	
5/8"; 3/4" water meter	\$370.00 /\$400.00	
1" water meter	\$500.00 /\$525.00	
2" or larger water meter	Cost of meter and fees	
Meter Antenna Replacement	\$50.00	
Meter Testing (fee waived if not working correctly)	\$100.00	
Data Logger (meter recheck) fee waived if Town issue	\$50.00	

Hydrant Meter

Size	Fee
Deposit	\$3,000.00
Rental Fees	Monthly \$250.00 Yearly \$1,500.00
Water Usage Fees	\$19.80 flat rate (1 st 2,000 gallons) \$3.99 per 1,000 gallons thereafter

ADDED

Road Bore Fee = \$500.00

Road Bore Fee with asphalt repair = \$750.00

Asphalt Fee for open utility cuts = \$1,000

Note: If a road bore is required by the Town, there will be an additional fee as determined by the Town Manager or his designee.

Water & Sewer

Water has a base allowance for the first 2,000 gallons and a variable rate for each additional 1,000 gallons. Sewer is assessed a flat rate and is metered at the first gallon of usage.

	Water/Base	Water/Variable	Sewer/Flat	Sewer per 1,000
In-Town	\$19.80	\$3.99 \$4.99	\$16.40	\$6.61 \$8.26
Residents	\$24.75		\$20.50	
Out of Town	\$39.60	\$7.98 \$9.98	\$32.80	\$12.30 \$15.38
Residents	\$49.50		\$41.00	
Cleanout	-	-	-	\$25.00 /\$50.00
Сар				
Replacement				
2 nd Offense				

<u>Water Deposits</u> – The deposit is required for those residents who are not property owners. Residents should present a valid social security card. Deposits are refundable and will transfer from a location within the Town's jurisdiction to another location within the Town's jurisdiction. Once water service is terminated, the deposit will be applied to the resident's account balance and any credit balance will be refunded to the resident.

Water Deposit

\$150.00 (If SSN is submitted)	\$300.00 (If SSN is NOT submitted
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Water Service Fees – Service fees are not refundable.

Water service cut on/transfer fee	\$50.00	
Illegal cut on fee (Tampering Fee)	\$100.00	
Pressure Check (fee will be waived if on Town's side)	\$50.00	
Late Fee	\$10.00	
Disconnect Fee	\$50.00	

Pool Reading	\$50.00 2/trips
Meter Box Replacement Fee	\$100.00

Trash Service Rates

Residential	\$8.68
Commercial	\$14.59
Recycle	\$4.88
Returned Check Fees	\$25.00
Online Return Processing Fee	\$4.00

Adjustment Policy:

Leak and break adjustments – all customers are allowed three (3) sewer adjustments in any one calendar year. You must provide the Town with a statement of repair from a plumber. In the event that the resident or landlord repairs the leak, a receipt showing the purchase of plumbing supplies and a statement from the individual who actually made the repair must be provided to the Town. Hanging toilets are NOT eligible for adjustments.

Delinquent Accounts:

Meters are read and bills are calculated on a monthly basis. Bills are mailed on the last working day of each month. Account balances are always due on the tenth (10th) day of the month. There is a grace period, which allows bills to be paid on the twentieth (20th) day of the month without a late fee. If balances are unpaid after 5:00pm on the 20th day of the month, or the Monday after (if the 20th falls on a weekend), a \$10.00 late fee will be applied on each account. If the balance has not been paid by 5:00pm on the 25th of the month or the Monday thereafter (if the 25th falls on a weekend), the following late/disconnect fees apply:

1 st Late Fee/Disconnection	\$50.00
2 nd Late Fee/Disconnection	\$50.00
3 or more disconnections within a	\$50.00
calendar year	

Your account will final out after 10 days of disconnection if service has not been restored and your deposit (if applicable) will be applied to the balance on the account. If service is restored after the 10 day disconnection period, a new deposit (\$150.00) and connection fee (\$50.00)

will be required. If service is disconnected and a meter shows any usage has occurred between the time of cut off and restoration, there will be a tampering fee assessed on the account in the amount of \$50.00. The tampering fee must be paid in addition to any other charges that may be due on the account before water service can be restored. The Town is not responsible for bills that are not delivered by the US Postal Service. If you do not receive your bill by the fifth (5th) of the month, you should contact Town Hall at (919) 639-2071 for your balance.



Board of Commissioners Agenda Report

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

MEETING DATE:

June 20, 2023

PREPARED BY:

Richard N. Hicks, Interim Town Manager

ISSUE

Approval of Request for Qualifications

CONSIDERED: DEPARTMENT:

Administration

SUMMARY OF ISSUE: Attached for your review and consideration is a proposed Request for Qualifications for the construction of the Angier Police Department Building using the design-build delivery method. This establishes the process and timeline for moving forward on the construction of the building and selecting the design-builder. If approved, the staff would also begin an application with USDA Rural Development for the financing of the project.

FINANCIAL IMPACT: The Town will borrow the funds for the completion of the project and adopt the necessary Capital Projects Ordinances required for the project

RECOMMENDATION: Approve the Request for Qualifications and authorize the Town Staff to submit a funding application with USDA Rural Development.

REQUESTED MOTION: I do hereby make a motion to approve the Request for Qualifications for the construction of the Angier Police Department building using the design-build delivery method and authorize the Town Staff to submit a funding application with USDA Rural Development.

REVIEWED BY TOWN MANAGER:

Attachments:



www.angier.org

Robert K. Smith Mayor Elizabeth Krige Town Manager Veronica Hardaway Town Clerk

Request for Qualifications

For the Construction of

Angier Police Department Building

Using the Design-Build Delivery Method

Date Issued:

August 1, 2023

Due Date:

August 31, 2023

Delivery Instructions

Electronic:

Please deliver PDF Versions to: ekrige@angier.org

Physical Deliveries

Town of Angier Attn: Police Station RFQ 55 N. Broad St. W. Angier, NC 27501

Notice

As provided for under General Statutes section 143-128. 1A, the Town of Angier (as referred to as "the Town") has elected to use design-build as the contracting method for the construction of a new Police Station, located on approximately 0.082 acres at the intersection of W. McIver Street and S. Broad St. E in Angier NC 27501. This Police Station is necessary to provide proper services to all of the citizens of the Town. This project has a high priority as established by the Angier Town Board.

All respondents to this Request for Qualifications (RFQ) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully.

Project Overview

Background

The Town of Angier is situated in southern Wake County and northern Harnett County and provides police protection to the rapidly growing town. The Police Department provides police services across 100 square miles and serves a current estimated population of 6,000+ residents, as well as businesses. This new location will serve as the center of Police operations.

Location

The Town has purchased approximately 0.082 acres located at the intersection of W. McIver Street and S. Broad St. E, in Angier, Harnett County. (Harnett County Pin #'s 0673-78-5511-000 and 0673-78-4506.000)

The Town has commissioned a Phase 1 Environmental Site Assessment which includes a limited site reconnaissance, historical research, municipal research, and a database research for the above referenced site. The Findings and Conclusions will be made available to the short listed teams.

Project Scope

Design

The initial design shall be a single-story building consisting of approximately 5100 square feet. Additionally, the design shall accommodate the following:

- 6 offices for leadership positions (Chief, Lieutenant, 2 Detectives, 1 Future and 1 Open Room)
- Training Room
- · Open Office for Sergeants
- Men and Women's Locker Rooms
- · Open Office for Patrolmen
- Briefing Room
- File Room

- · Equipment Room
- Appropriate Number of Bathrooms
- Break Room
- Sally Port
- Lobby
- Dedicated Physical Fitness Space
- Secure Back Entrances
- Conference Room
- Storage

The Town anticipates the new building will total roughly 5,000 – 5,500 square feet.

The Town's Police Department, Public Works Department, and Administration will be involved in the initial design phase to reduce plan review processing time.

Project Objectives

The project objectives include but are not limited to:

- Establish a collaborative relationship between the Town and the Design-Build team for the
 purpose of delivering a well-designed building to adequately meet the needs of the Town and
 the Police Department.
- Consider engineering controls in the design of the building that work to create a safe workplace.
- Consider industry best practices, as well as all applicable codes and ordinances.
- Incorporate high performance, energy efficient HVAC, plumbing, electrical, exhaust, Mechanical, security, and fire alarm system and controls.
- Deliver the building according to the agreed upon time frame.
- · Work within the established budget.

Scope of Work

The scope of work will include but is not limited to the following:

- Project planning to include code analysis, value engineering constructability, preliminary cost estimates, and schedule development.
- Evaluation of site to include survey, geotechnical evaluation, environmental, and existing utilities.
- Comprehensive project design, to include the building floor plans and elevations, structural
 engineering, associated MEP engineering, site work inclusive of any road improvements
 required, stormwater, subterranean utilities, and landscaping.
- Update the budget and schedule once the location and designs are finalized.
- Construction of the project.
- Project management to assure subcontractors are performing to design and product

specifications.

- Schedule management to assure on-time completion.
- Weekly or Bi-Weekly on site meetings with Town staff for updates.
- · Project closeout, delivering manuals, establishing warranties, equipment training, final inspection and acceptance, execution of punch list, and record drawings.

The firm/team assumes design and construction risk and has direct authority over the sub-consultants and subcontractors. The firm/team will act as the Town's fiduciary and have a relationship of trust and confidence between itself and the Town. The Town intends to enter into a Preliminary Design-Build Agreement with the selected Design-Build firm. Upon completion of the preliminary design-build scope of work, the Town intends to develop a lump sum price with the selected Design-Build firm for the project. The Project will be an "open book" job whereby the Town may attend any and all meetings of the firm/team relating to the project and have access to any and all books and records of the firm/team relating to the project.

Estimated Budget

The Town estimates that the budget for this project will be \$5 Million Dollars for all expenses associated with all aspects of this project.

Notices

Licensing

All individuals and firms working on this project shall be properly licensed under the North Carolina laws governing their trades.

Non-Collusion

Firms submitting Statement of Qualifications (SOQ) shall have no association with elected or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project.

Questions regarding the contracting with the Town should be directed to:

Elizabeth Krige

Town Manager

919-331-6700

ekrige@angier.org

Questions regarding project scope should be directed to:

Jimmy Cook

Public Works Director 919-331-6708

jcook@angier.org

All questions must be in writing and will be shared in a Request for Information document which will be published during the process. Please review the section on Questions and Clarifications for more

information. The final decision on the selected firm/team shall be that of the Town Board once the evaluation process is complete.

Content and Format of SOQ

A written SOQ must be submitted in the format outlined herein. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The submission shall be limited to a maximum of 30 pages (8 1/2 x 11, font size 10 or larger). This page limit includes tabs and other dividers. Stick-ontabs are allowed. You may include a 1-page cover letter in addition to the 30-page report. Double-sided pages count as 2 pages. Reference forms will not count toward the page limit. Sample floor plans and elevations that are included will not count towards the page limit. 4 copies of each SOQ need to be submitted.

The qualifications statement shall consist of the following information, tabbed as identified and in the order indicated below:

Section 1 - General Information

- Description of firm/team.
- Legal company organization; organization chart with names. Organizational chart shall also
 include major subcontractors. Note that the firms/team may be required to complete a
 hazardous material survey of impacted facilities and must identify the appropriate staff
 resources or subcontractors on the organizational chart for this task. Note that no
 substitutions to the proposed project team of the selected firm(s) can be made without the
 prior approval of the Town.
- Identify the Project Manager, all licensed contractors, all licensed subcontractors, and all licensed design professionals who the firm intends to assign to this project.
- List of applicable North Carolina licenses for construction, engineering, or other trade/professions pertinent to the project requirements.

Section 2 - Relevant Firm Experience

- Applicant's overall reputation, service capabilities and quality as it relates to this project.
- List and briefly describe 3-5 comparable projects completed by your firm/team or currently in progress; include your firm's role, and discuss contract amendment history, if applicable. For each project, include contract value and construction value (original value plus contract amendments, if applicable), project owner, project location, contact name and title, address, current and accurate telephone number, fax number, and email address (if available). Include the initial contract price, final contract price, an explanation for any significant differences between the two. Provide the initial dates for scheduled start and finish and the actual start and finish dates, along with an explanation of what caused the difference.
 - Projects involving municipal Police Department buildings will have an increased weight in the evaluation process. Firms may submit simple floor plans and front elevations for these projects as part of their submission.

- A minimum of three referrals and references from other agencies and owners. If possible, references should be from the type of project listed above.
- Type and amount of self-performed work.

Section 3 – Team Experience & Qualifications

- Describe each team member's position with the firm; experience, certifications, and qualifications. At a minimum the lead designer, project manager, and construction manager, should be identified and available for an interview if the firm/team is short listed.
- Provide a statement that all professional subcontractors were chosen based upon qualifications and without consideration of price.
- Briefly describe each team member's role on this project.
- Provide "team" experience working together on similar projects.
- Explain your understanding of, and experience with the Design-Build Delivery Method.
- Provide information regarding team history and working relationships between the Design-Build contractor and the Design-Build consulting engineering firm.

Section 4 – Project Understanding, Approach & Project Management

- Describe your understanding of the project.
- Identify and discuss any potential problems during design and construction.
- Identify and discuss methods to mitigate those problems.
- Describe the work you anticipate self-performing, and the work you anticipate being performed by sub-consultants/contractors. Discuss access and capacity of the subcontractors as well as the subcontractor's history with your firm/team and their qualifications.
- Provide schedule; identify and discuss ideas to accelerate the overall schedule.
- Describe approach to coordination with vendors for startup, training and warranty compliance.
- Describe your approach to change orders.
- Describe your planning, scheduling, estimating and construction management tools.
- Describe your quality control plan and dispute resolution.

Section 5 – Other Factors

- Describe approach to safety management. Provide current safety ratings, practices, and firm approach to safety. Note, proposers are directed not to submit full safety plans, however, the Town may request a copy of safety plans if deemed necessary for the selection process or project implementation.
- A description of current and projected workloads as it relates to the team's ability to
 complete the project in a timely manner including level and magnitude of involvement.
 for the purpose of gauging capacity to handle the project along with other projects without
 disruption of the Town's schedule.
- Provide statement regarding your assurance that this engagement will not result in a conflict

of interest.

- A description of any program in place to encourage participation by minority businesses as such is described in NC G.S § 143-128.2(g) and the outreach efforts which will be used to notify minority businesses of opportunities for participation in the project. Additionally, Firms/Teams must be able to meet the insurance and bonding requirements set forth by the Town and the NC General Statutes.
- Relevant factors impacting the quality and value of the work.
- Any other information pertinent to the team's ability to complete the project.

Section 6 - Legal

No points will be allocated for Evaluation Criteria No. 6. Proposers will be rated as acceptable (pass) or unacceptable (fail)

- List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm for termination from a project.
- Listing of any pending or settled lawsuits or professional liability claims in which the Design-Builder was involved during the past ten (10) years. All claims should be included regardless of location.

Procurement Process

Request for Qualifications (RFQ)

- This RFQ is an invitation to interested Design-Build Teams to submit Statements of Qualifications (SOQ) detailing their technical, management, and financial qualifications to design, manage, permit, construct, commission, and closeout construction of a Police Department building.
- All deliverables required by the RFQ will be set forth at the time and in the manner set forth in the Content and Format Proposal section.
- The Town will evaluate the submissions to determine if the submission is complete and meets minimum requirements.
- If minimum requirements are met, the SOQ will be evaluated according to the selection criteria listed in the Evaluation and Scoring Matrix section.
- No more than three teams/firms will be selected as a short list firm, who will be invited for interviews with Town staff.
- The results of the evaluation of the SOQ can be considered in the final selection process.
- Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondent's sole responsibility.

Interview Short Listed Firms/Teams

The Town will contact the top three firms/teams and schedule an interview with Town staff.

- The purpose of the interview will be to clear up any issues with the SOQ and to get a feel for how the team will work with Town staff.
- The interview will also serve as a place for Town staff to ask further questions designed to establish which of the three firms is the best fit for the project.
- The interview process will determine the final ranking prior to the selection a firm/team.

Negotiations

- The Town will enter negotiations with the top scoring firm/team from the interview process.
- If an agreement cannot be made with the top scoring firm/team, the Town will move on to
 the next highest scoring firm/team until a contract is executed, or the Town, in its sole
 discretion, may decide to terminate the project.
- If the Town is unsuccessful in receiving a price proposal within the identified budget, the Town may decide to terminate the selection process.

Questions and Clarifications

For the purposes of providing clarifications, a pre-submittal conference will be held at 1:30 p.m. (EST) on August 10, 2023. Pre-registration for this conference is mandatory. Please email Elizabeth Krige to schedule your firm/team's attendance. We request that only two members from each firm/team attend the session.

Attendance for those intending to submit qualifications is <u>mandatory</u>. The project will be described, and key Town participants will be introduced. Pre-submittal conference questions should be submitted in writing (email) prior to the meeting. Questions that arise during the pre-submittal conference must also be submitted in writing. Only written questions will be answered in an addendum.

All questions should be submitted to Elizabeth Krige, Town Manager, no later than August 17, 2023. Questions submitted later than this deadline will not be considered. An addendum with questions and answers, if necessary, will be provided to the teams/firms by August 24, 2023.

All responses, inquiries, or correspondence relating to the RFQ will become the property of the Town of Angier. Respondents shall not seek individual contact or information except by the method allowed in this request. Individual requests for discussions with Town staff or persons associated with this project are prohibited and can be considered grounds for disqualification. All questions property submitted will be answered in writing and distributed to all interested parties in a timely manner in the form of an addendum.

Anticipated Schedule

DATE	EVENT/PROCESS
August 1, 2023	Advertise Request for Qualifications
August 10, 2023	Pre-submittal conference for interested firms/teams
August 17, 2023	RFQ clarification questions deadline
August 31, 2023	Statement of Qualifications deadline
September 7, 2023	Town notifies shortlisted firms/teams
September 12-13, 2023	Town conducts interviews with shortlisted firms/teams
September 19, 2023	Selected Firm/Team is presented to Town Board for ratification
October 1, 2023	Begin Preliminary Design Negotiations Phase
May 5, 2025	Project Completion
	Note: The anticipated schedule provided above is based on available
	information at the time of this document. Further clarification will be
	provided to the selected firm/team.

Evaluation, Scoring and Selection Process

This RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Statements of Qualifications. This committee will review each qualification submittal and rank the submittal based on the criteria requirements specified within this RFQ.

The evaluation and scoring criteria will be as follows:

General Information about the Team/Firm	5 Points
Relevance of experience of the Team/Firm with design-build with weighted consideration for experience with police stations	25 Points
Project Approach, Understanding and Management	20 Points
Team Experience and Qualifications	15 points
Other Factors	15 Points
References from similar previous projects	20 Points
Legal and Financial	Pass/Fail

The Town will invite three teams/firms for interviews. Companies are hereby notified that the interview process will quickly follow the submittal deadline and firms should prepare their submittal and proposed team accordingly. Elaborate presentations and submittals during the interview process are not expected or requested. Each interview will last no more than 1 hour and 30 minutes allowed for a presentation and a 30-minute question and answer session. At the conclusion of the interviews, the selection committee will rank the firms based on the selection criteria and the interviews. The Town will provide written notification to all firms regarding final selection by September 7, 2023.

Upon completion of the selection process, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. By submitting its Statement of

Qualifications in response to this RFQ, respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the "most qualified" firm may require subjective judgements by the Town. The Town will then present the findings of the committee and propose the selection to the Town Board at the workshop meeting on September 19, 2023. The selected Team/Firm should be prepared to have representatives present for this meeting.

Timely completion is a priority on this project. Preferred consideration will be given to teams that are able to deliver the project within the expected timeline. Success record on this aspect must be clearly reflected on the submittal.

Statement of Qualifications Submittal

As noted above, the deadline for firms submitting qualifications is 1:00 p.m. on August 31, 2023. No submissions or supporting documents will be accepted after this deadline.

Physical Acceptance/Mailing Location:

Physical Deliveries
Town of Angier
Angier Police Station RFQ
55 N. Broad St. W
Angier, N.C. 27501

Electronic

Please deliver .PDF Versions to: eKrige@angier.org

Submittal packages should be enclosed in a sealed envelope marked REQUEST FOR QUALIFICATIONS – ANGIER POLICE STATION to the attention of Elizabeth Krige, Town Manager.

All proposal packages and materials submitted hereunder become the exclusive property of the Town and shall be subject to the provisions of the North Carolina public records laws. The Town of Angier reserves the right to reject any or all packages received or to request additional information as may be needed to determine qualifications.

Appendix A – General Contract Conditions

The selected firm will report directly to the Town. The selected firm is to administer the contract and to ensure that all work is performed in accordance with the contract requirements. The selected firm will be responsible for providing engineers, technicians, and sub-consultants with the appropriate skills and qualifications to ensure contract compliance. The firm will be directly responsible for oversight of the project for the Town.

The selected firm will be notified by the Town and will enter into contract negotiations for receiving this work. A contract will be negotiated with the selected contractor base on the proposed scope of work outlined in their proposal. The Town's standard professional services agreement will serve as a basis for any contract with the selected firm/contractor. A copy of this agreement is available upon request.

To the maximum extend allowed by law, the firm/team shall defend, indemnify, and hold harmless the Town, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, our out of the acts or omissions of the firm/team or subcontractors or anyone directly or indirectly employed by the any of them or anyone whose acts any of them may be liable except for damage or injury caused solely the negligence of the Town, its agents, officers, or employees. In performing its duties under this section, the firm/team shall its sole expense defend the Town, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection - "Charges" means claims, judgements, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of North Carolina law or federal law, including, but not limited to, sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract. This section shall remain force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract. To the extent this Contract includes the furnishing of "design professional services" as defined in NC G.S. § 22B-1(f)(6), nothing in this section shall require a "design professional" as defined in NC G.S. § 22B-1(f)(4) to defend the Town against liability or claims or damages or expenses, including attorney's fees, proximately caused or allegedly caused by the professional negligence of such design professional.

Insurance and Bonding

The firm must have the financial ability to undertake and assume the liability. The selected firm will be required to provide a Performance and Payment Bond in the full amount of the contract. The selected firm will be required to furnish proof of insurance coverage and shall maintain at the times the limits as follows:

Coverage	Minimum Limits
General Liability	\$5,000,000 per occurrence (\$10,000,000 aggregate)
Umbrella Liability	\$5,000,000 per occurrence
Automobile Liability	\$1,000,000
Professional Liability (E&O)	\$2,000,000 per occurrence
Workers' Compensation	\$1,000,000 Each accident, \$1,000,000 Disease (Each Employee, \$1M Disease-Policy Limit)
Employers' Liability	\$500,000

The selected firm shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or firm's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the firm shall provide the Town with immediate written notice of cancellation, reduction, or other modifications of coverage of insurance. Upon failure of the firm to provide such notice, the firm assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period and shall be renewed by the contractor for any additional time required under the contract.

The Town shall be named as an additional insured and the statement should read "Town of Angier is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Only "A" rated insurance companies will be accepted by the Town.

The firm must have an adequate accounting system to identify costs chargeable to the project.

The proposed method of payment for this contract is lump sum, with progress payments.

The products of this contract shall be the property of the Town. Upon completion or other termination of this contract, the Contractor shall deliver to the Town reproducible copies of any text, database information, survey information, graphic materials, reports, drawings, plans, files and/or any other documents or materials pertaining to this contract. The Contractor shall also make available any calculations pertaining to this contract and provide copies of specific calculations upon request by the Town. No reports, information, or materials prepared by the Contractor under this contract shall be made available to any person or organization without the prior written approval of the Town.

in no event shall there be any of the following unless the Town's express prior written agreement is obtained: (1) any limitation on, or disclaimer of, implied or express warranties or the liability of the Contractor; (2) any limitation on damages, including a limitation on consequential damages; (3) any requirement for arbitration or for mandatory mediation; (4) any requirements that Town officials or employees keep information confidential or any requirements that records be kept confidential by the Town, unless the requirements for confidentiality meets the requirements of the Public Records law.

Conflict of Interest Statement

It is the policy of the Town that the conduct of officers, directors, project managers, and/or all other persons acting as its representatives should be at all times in the best interest of the Town, its members and the general public. In performing their duties, Town representatives should not be influenced by desire for personal gain. Conflict of interest is defined as a situation in which professional judgement or behavior concerning a primary interest (in this case the integrity of the Town) has been improperly influenced by a different interest (such as for financial gain). The prompt disclosure of possible conflicts of interest or of those situations where such a perception could reasonably be anticipated to arise helps to avoid injury to an agreed upon primary interest. Firm(s) selected for these advertised services shall become aware of and comply with state laws related to gifts and favors, conflicts of interest and the like, including NC G.S. §14-234, NC G.S. §133-1, and NC G.S. §133-2. Firm(s) selected for Planning and Design Services by the Town will be required to disclose any conflicts of interest for 18 months prior to the submission of the Proposal package to the Town.

If a conflict of interest is not disclosed by the contractor and a conflict of interest is determined by the Town to exist at a later time, the contractor will not be compensated for their prior work and will be required to reimburse the Town for any payments received. The contractor would be immediately dismissed from the contract.

Changes in Personnel

Changes to personnel on the project team(s), particularly a project manager, are to be avoided wherever possible. The Contractor must request in writing to the Town for all changes to project team members. The Town will consider requests and may accept the new personnel changes, or may deny the request and consequently, the Contractor may no longer be considered for Planning and Design Services with the Town.

Public Records Notice

Records received by the Town in response to a bid solicitation or a request for proposal/qualifications are public records and subject to public inspection and copying. Some bid records are public as soon as received by the Town, others become public at bid opening and others at bid award.

The Public Records law (NC G.S. § 132-1 et seq.) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. If a record meets all of the following conditions, then the Town may withhold that particular trade secret from public record inspection request:

- It is a "trade secret" as defined in NC G.S. § 66-152(3); and
- It is the property of a private "person" as defined in NC G.S. §66-152(2); and
- It is disclosed or furnished to the Town in connection with a bid or proposal; and
- It is marked "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

If as a part of your bid or proposal, you submit to the Town any record, or portion of a record, that you consider to be a trade secret meeting the definition contained in NC G.S. § 66-152(2), you may clearly mark the particular record, or portion of the record, that meets the definition of trade secret as TRADE SECRET or CONFIDENTIAL TRADE SECRET, and the Town will be authorized to withhold that particular record or portion thereof, from public inspection. In the event the Town receives a public records request for records you designate as 'trade secret', the Town will notify you and give you the opportunity to, within one week of such notification, confirm in writing the specific record, or portion of record, that you designated as TRADE SECRET meets the requirements of NC G.S. § 132-1.2 and NC G.S. § 66-152, and the reasons therefore. The Town will require that you indemnify the Town in the event a challenge is brought for the withholding of a record based on your having designated it a trade secret.

Addenda Notice

If you have received this solicitation from a source other than the Town, it is the respondent's responsibility to ensure that all addenda have been received.

HUB/MBE Participation

In accordance with NC G.S. § 143-128.2 (effective January 1, 2022) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods such as Design-Build, on Town construction projects in the amount of \$300,000 or more. The legislation set by the State, provides that the Town shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.



Board of Commissioners Agenda Report

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

MEETING DATE:

June 20, 2023

PREPARED BY:

Veronica Hardaway

ISSUE

Appointment of Planning Director as Wake County Review Officer

CONSIDERED:

DEPARTMENT: Administration

SUMMARY OF ISSUE: In discussions with the Wake County Planning Department regarding the recordation of subdivisions in Angier's Wake County jurisdiction, it has been recommended that Planning Director, Jeff Jones become appointed as a Wake County Review Officer. Review Officers sign plats before they are taken to the Register of Deeds for recordation to certify that all statutory requirements are met. This appointment would allow the Director to sign both plat certifications and save the applicant an extra step in the process.

FINANCIAL IMPACT:

RECOMMENDATION:

Staff recommends appointment of the Planning Director as Wake County Review Officer

REQUESTED MOTION:

"I move to appoint Jeff Jones as a Wake County Review Officer for the Town of Angier"

REVIEWED BY TOWN MANAGER:

Attachments:

1 Resolution #R014-2023



Robert K. Smith Mayor

Richard Hicks
Interim Town Manager

Resolution No.: R014-2023

Date Submitted: June 20, 2023

Date Adopted: June 20, 2023

Name

RESOLUTION OF THE ANGIER BOARD OF COMMISSIONERS RECOMMENDING THE APPOINTMENT OF LOCAL WAKE COUNTY REVIEW OFFICER

WHEREAS, North Carolina General Statute 47-30.2 requires that the Board of Commissioners of each county, by resolution, designate by name one or more persons experienced in mapping or land records management to be appointed as a Review Officer to certify the maps or plats presented to the Register of Deeds as complying with all statutory requirements for recording; and

WHEREAS, the review of statutory requirements for maps and plats is of a technical nature; and

WHEREAS, Town of Angier staff provides the community with a similar technical process for subdivision plat review in order to verify compliance with the Town's development regulations; and

WHEREAS, the Town of Angier seeks to make the plat recordation process more efficient by avoiding adding another layer of development review through providing for the certification of statutory compliance for all maps or plats to be presented to the register of deeds for recording;

NOW, THERFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Angier, North Carolina:

The following person is recommended to be appointed by the Wake County Board of Commissioners to serve as Review Officer for all lands within the municipal and extraterritorial jurisdiction of the Town of Angier in order to certify that each map and plat presented to the Wake County Register of Deeds for recording satisfies the statutory requirements for recording:

Position/Title

effrey Jones	Planning Director	
Adopted by the Angier Board of Commissioners on this the 20th day of June, 2023.		
	ATTEST:	
Robert K. Smith, Mayor	Veronica Hardaway, Town Clerk	